

PUBLIC BUILDING COMMISSION OF CHICAGO



MAY 29 1997

PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1497

WITH
NAGLE HARTRAY DANKER KAGAN MCKAY PENNY

TO PROVIDE
ARCHITECT OF RECORD SERVICES

FOR
OGDEN REPLACEMENT ELEMENTARY SCHOOL
24 WEST WALTON STREET
CHICAGO, ILLINOIS
PROJECT NUMBER 05160

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
OGDEN REPLACEMENT ELEMENTARY SCHOOL
Project Number 05160
PS1497

THIS AGREEMENT effective as of March 10, 2009, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and Nagle Hartray Danker Kagan McKay Penny with offices at 30 West Monroe Street Chicago, Illinois 60603, (the "**Architect**"), at Chicago, Illinois.

Background Information – Recitals:

Whereas, The Commission on behalf of the Board of Education of the City of Chicago (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of Ogden Replacement Elementary School 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

Date: _____

Attest:

Edgwick Johnson
Edgwick Johnson
Secretary

Date: 6-3-09

ARCHITECT, NAGLE HARTRAY DANKER KAGAN McKAY PENNY:

Dirk W. Danker
Dirk W. Danker
President

Date: 5/7/2009

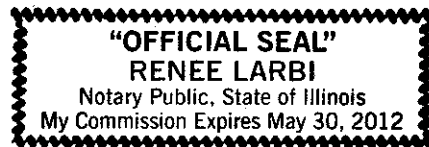
County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Dirk W. Danker on behalf
of Architect this 7th day of MAY, 2009.

Renee Larbi
Notary Public

My Commission expires: (SEAL OF NOTARY)



Approved as to form and legality

Neal & Leroy, LLC
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, 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.
- (l) **Key Personnel.** Those job titles and individuals identified in Schedule F.
- (m) **Project. Ogden Replacement Elementary School**
- (n) **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.

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- (o) 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.
- (p) 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.
- (q) 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.
- (r) User Agency. The governmental agency or agencies identified in the Background Information that requested the Commission to undertake the construction and/or improvement of the Project.

Section 2.02 Usage and Conventions

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

Article III. INCORPORATION OF DOCUMENTS

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

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

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

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

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25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Architect will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

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

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

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

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

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

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

Section 4.11 Performance Standard.

- (a) The Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. This includes, but is not limited to, a thorough review by the Architect of any design documents and/or prototype for the Project prepared by the Commission's Design Architect. The Commission expects the Architect to undertake a thorough review of the concept design documents and/or prototype, and to identify any errors, omissions, inconsistencies or ambiguity in the concept design, as well as any changes in any pertinent code that may have occurred. Regardless of any errors, omissions, inconsistencies or ambiguity in the concept design and/or prototype, the Commission will hold the Architect solely and completely responsible for any and all errors, omissions, inconsistencies and ambiguity in Architect's Deliverables, including, but not limited to, the construction documents for the Project. The

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Architect further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Architect to perform the Services in the manner required by the Agreement.

- (b) The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Architect must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Architect remains responsible for the professional and technical accuracy of all Services furnished, whether by the Architect or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.
- (c) The Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- (d) If the Architect fails to comply with the obligations under the standards of the Agreement, the Architect must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Architect of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Architect either under the Agreement, at law or equity.
- (e) Evaluations of the Commission's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Commission has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

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

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

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

Section 4.14 Representation and Covenant by Consultant. Neither the Architect nor any affiliate of the Architect is listed on any of the following lists maintained by the Office Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity,

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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 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.

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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.
- (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

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Architect to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Architect to do so for the proper performance of the Services under this Agreement. The Commission makes no warranties and representations with respect to the accuracy of the information provided. Architect must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Authorized Commission Representative. In the event that Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation if, and only if, Architect furnishes reasonable and appropriate evidence that Architect has met its obligation to review and verify the CPI.

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

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

Section 7.04 Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Architect or any party engaged by the Architect, pertaining to the Project and/or the Services will be the property of the Commission. Architect shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request. The Architect may reuse standard details and specifications on other projects.

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

Article VIII. INDEMNIFICATION

Section 8.01 Indemnification. The Architect must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, (including court costs and expert's fees) that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Architect's

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negligent performance or non-performance of the agreement or of any error or omission or negligent or willfully wrongful act of the Architect, or and any person employed by the Architect, or and any Subcontractor retained by the Architect in connection with this Project.

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

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

Article IX. INSURANCE MAINTAINED BY THE ARCHITECT

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

Article X. DEFAULT

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

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

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- (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
- (iv) Discontinuance of the Services for reasons within the Architect's reasonable control; or
- (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
- (vi) The Architect shall have a ten day period to cure following written notice for the events of default listed here.
- (f) Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- (g) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, the Chicago Public Schools or the Chicago Park District. Architect acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.

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

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

Article XI. CLAIMS AND DISPUTES

Section 11.01 General. All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will first be presented to the Authorized Commission Representative. The Architect will present all disputes which can not be resolved, by discussion with the Authorized Commission Representative, to the Executive Director for final determination, subject to Section 11.04 below.

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

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

Section 11.04 Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Commission Representative was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Architect must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Architect disagrees with the Executive Director's final decision, the Architect may file, a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and

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exclusive judicial remedy of the Architect. However, the Architect must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Architect shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

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

Article XII. CONFIDENTIALITY

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

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

Article XIII. ASSIGNMENT

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

Article XIV. RELATIONSHIP OF PARTIES

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

Article XV. GENERAL

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

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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
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497

A. General Requirements

I. Completion of Design of the Project

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

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

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

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

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

II. Project Site and Program Components

The site is bounded by West Oak Street to the North, West Walton Street to the South, North State Street to the East, and North Dearborn Street to the West. The prototype building design is a 3-story, 111,113 square-foot facility consisting of steel framing with exterior masonry. The building is to function as the replacement elementary school for the 8 Near North Side Community. Major programmatic components include underground parking, a green roof and a roof top playground. The site development will include all code- and ordinance-required amenities, including, but not limited to, a raised landscaped plaza and improvements to the adjacent public rights of way.

III. Term of this Agreement

Commencement Date of Services: April 23, 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

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The Services are separated into two parts: Part I - Design/Engineering for Site Preparation and Part II - Design/Engineering for Vertical (Building) Construction and Site Development. Part I is, in turn, divided into 4 phases: Scope Development Phase, Construction Documents Phase, Contract Administration Phase and Closeout Phase. Part II is, in turn, divided into 6 phases: Schematic Design Phase; Design Development Phase; Construction Documents Phase; Bidding Phase; Contract Administration Phase and Close-Out Phase. The Deliverables (and any other work product) of each of the phases must be approved by the Authorized Commission Representative in writing before commencement of the subsequent or dependent phase.

V. Responsibilities of the Architect in Performing the Services

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

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

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

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

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

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

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

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

B. Requirements by Phase

I. Part 1 – Design / Engineering for Site Preparation

A. Scope Development Phase

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

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

B. Construction Documents Phase

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

1. 75% Construction Documents. Continued development of the Site Preparation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commission's environmental consultant.

a) Site Preparation Documents (including specifications) and Estimate of Probable Construction Cost in the format provided by the Commission.

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

a) Site Preparation Documents (including specifications) and Estimate of Probable Construction Cost in the format provided by the Commission.

b) Provide a list of required submittals and a schedule for submission with the 100% construction documents.

C. Bidding and Contract Administration Phase

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

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

2. Review any Request for Information (RFI) submitted by the contractor and provide responses within four (4) days of receipt.

D. Closeout Phase

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

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

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

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

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4. Oversee the Contractor's efforts to prepare and deliver to the Commission all required LEED documentation.
5. Upon completion of the construction contract issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

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

A. Schematic Design Phase

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Budget (comprised of the construction budgets for both Site Preparation and Building Construction scope of work).
2. Analysis of the requirements of the Project, including confirmation of the established conceptual design, the conditions of the site and the survey, and consultation with the Commission to establish the design, and the functionality and financial feasibility of the Project.
3. 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™¹ rating of Silver is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.
4. Preparation of documents necessary to illustrate any required amendments to the public right of way.
5. As required, prepare Request for Clarification submittals for PBC or User Agency questions.
6. Preparation and presentation of Schematic Design options for the Project for review by the Commission and the User Agency. Preparation of schematic drawings and design studies (including materials) based upon analysis of Project requirements. Preparation of a general description of the scope of the Project, a preliminary estimate of construction costs ("AOR's Estimate of Probable Construction Costs").
7. Preparation of plans, elevations, sections, outline specifications and narratives, as required, to describe the architectural, structural, mechanical, plumbing, fire protection and electrical aspects of the selected design option for preparation of the AOR's Estimate of Probable Construction Costs.
8. In the event the AOR's Estimate of Probable Construction Costs exceeds the Construction Budget at the Schematic Design stage, the Architect will present one or more scope reduction alternatives, as directed by the Authorized Commission Representative, which can be delivered within the Construction Budget.
9. As required, review the Schematic Design documents along with necessary value engineering items, if any, with the Authorized Commission Representative and align the AOR's Estimate of Probable Construction Costs with the Construction Budget for the Project.
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

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

12. At the completion of Schematic Design Services, transmit two copies of the complete, and editable electronic version of the final milestone documents to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Schematic Design phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative.

13. Prepare and issue hard copies of the Schematic Design Drawings, Outline Specifications and Narratives to various stakeholders for the Schematic Design Milestone Review.

14. Schematic Design Phase Deliverables include:

- a) Certification of Compliance with the Commission's Design Checklist.
- b) Site Preparation Schematic Design Documents and Estimate of Probable Construction Cost (broken down by CSI division or other approved format);
- c) Building Construction Schematic Design Documents and Estimate of Probable Construction Costs in the format provided in Exhibit X, attached hereto;
- d) Sustainable Design Goals and target LEED checklist, including all LEED detail;
- e) Stormwater analysis and management proposal;
- f) Proposed Public Right of Way Amendment Plan;
- g) Issuance of a zoning analysis package;
- h) Issuance of a code analysis package;
- i) Provide an initial utility coordination and public infrastructure plan;
- j) Provide an initial energy simulation model using the DOE2 Modeling Software;
- k) Request for Clarification compilation and log; and
- l) Issuance of milestone packages (Site Preparation and Building Construction) for review.

15. Immediately upon the Authorized Commission Representative's review and written approval of the Deliverables of the Schematic Design Services phase, such written approval to be conveyed in a Notice to Proceed for the next phase of the Services, begin the next phase on the updated and approved schedule.

B. Design Development Phase

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

1. Consistent with the approved Schematic Design phase Deliverables (including drawings and design studies), Architect will prepare plans, elevations and other drawings and outline specifications necessary to illustrate the size and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required (the "Design Development Documents").
2. Subject to the prior written consent of the Authorized Commission Representative, incorporate the Schematic Design Milestone Review comments into the Design Development Documents.
3. Preparation and presentation of documents necessary for User Agency departmental approvals.

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4. 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.
5. Develop a hardware and device location plan for Commission and User Agency review and approval.
6. Develop a signage plan and specifications for Commission and User Agency review and approval.
7. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.
8. 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.
9. 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.
10. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide an updated AOR's Estimate of Probable Construction Costs containing:
 - a) A narrative overview of the updated AOR's Estimate of Probable Construction Costs compared to the Construction Budgets (or the Revised Construction Budgets established during Schematic Design).
 - b) AOR's Estimate of Probable Construction Costs must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
 - c) A detailed comparison and reconciliation of the current and previous AOR's Estimate of Probable Construction Costs with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
 - d) A summary of all approved Construction Budget revisions.
11. 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 Authorize Commission Representative, incorporate User Agency comments into the Construction Documents.
12. 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.
13. 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

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

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

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

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

17. Design Development Phase Deliverables include:

- a) Certification of Compliance with Commission's Design Checklist.
- b) Building Construction Design Development Documents (including specifications) and Estimate of Probable Construction Costs in the format provided by the Commission.
- c) Issuance of approved Furniture, Fixture and Equipment Plan and Schedule.
- d) Issuance of approved Hardware and Device Location Plan and Schedule.
- e) Issuance of Submittal and Closeout Matrix.
- f) Updated LEED checklist.
- g) Updated Stormwater Analysis and Management Proposal.
- h) Proposed Public Right of Way Amendment Plan.
- i) Provide an updated energy simulation model.
- j) Plan Commission Documentation for rezoning process.
- k) Issuance of initial MEP coordination documents.
- l) Issuance of compilation of issued Meeting Minutes (Meeting Minutes shall be recorded and furnished by the Authorized Commission Representative).
- m) Issuance of code analysis package.
- n) Provide a complete utility coordination and public infrastructure plan.

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- 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.

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

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 by written direction of the Authorized Commission Representative.
3. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide an updated AOR's Estimate of Probable Construction Cost containing:
 - a) A narrative overview of the updated AOR's Estimate of Probable Construction Cost compared to the Construction Budgets (or the Revised Construction Budgets established during Schematic Design).
 - b) AOR's Estimate of Probable Construction Cost must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
 - c) A detailed comparison and reconciliation of the current and previous AOR's Estimate of Probable Construction Cost with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
 - d) A summary of all approved Construction Budget revisions.
4. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:
 - a) Verification of responsibilities for providing inspections, tests and certificates.
 - b) Scope of services for the testing and inspection services RFQ.
 - c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
5. Prepare and present an update of the AOR's Estimate of Probable Construction Costs prior to the completion of 60%, 90 % and 100% Construction Document Deliverables. Review the Construction

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Documents along with value engineering items with the Authorized Commission Representative to align AOR's Estimate of Probable Construction Costs with the Construction Budget.

6. If the AOR's Estimate of Probable Construction Costs exceeds the Construction Budget, then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications as necessary in a manner satisfactory to the Commission until the correspondingly revised AOR's Estimate of Probable Construction Costs is within the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section II.C.6 of Schedule A shall be provided by the Architect without compensation or any extension of time for the performance of the Services.

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

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

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

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

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

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

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

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

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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.
 - f) Updated Stormwater Analysis and Management Proposal.
 - g) Compilation of issued meeting minutes.
 - h) Issuance of updated zoning analysis package and required rezoning documentation as required.
 - i) Provide an updated energy simulation model.
 - j) Issuance of updated code analysis package.
 - k) Issuance of updated MEP coordination documentation.
 - l) Request for Clarification compilation and log
 - m) Issuance of milestone packages for review.
15. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase (60%, 90% and 100%, begin the next phase on the updated and approved schedule.
16. Prior to submission of 90% Construction Documents to the Commission, Architect shall prepare coordination documents to confirm that the various elements of the Architect's Construction Documents are sufficiently coordinated to support an accurate bid process and minimize the potential for change orders during the construction phase of the project. The Architect will resolve any known conflicts prior to issuing the Bid Set of documents. Coordination documents shall address the following, at a minimum:
- a. Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.
 - b. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
 - c. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
 - d. As required to manage discipline coordination, the Architect must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the PBC.
17. At a minimum, the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:
- a) Above ceilings in corridors to confirm that services, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.

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- b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 - c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 - d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
18. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
19. The Architect will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.
20. The Architect will be responsible for the overall coordination review. As each coordination document is completed, the Architect will review and resolve significant conflicts. The Architect must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect with the Commission's design review team.
21. Attend the Commission's internal Bid Package Review Conference where the Commission and User Department will verify that the construction documents, including the coordination documents, prepared by the Architect are ready to issue for bids.

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

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of the Authorized Commission Representative. The right of the Commission to require such revision and re-bidding will not be exhausted by a single revision and re-bidding, but will be a continuing right until the lowest responsive and responsible bid received is within the Construction Budget.

6. Assist the Commission, without additional compensation, in the solicitation of new bids.
7. Attend the Commission's Pre-Bid Conference, Technical Review and review bids as required by the Authorized Commission Representative.

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 Architect's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
2. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
3. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
4. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
5. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
6. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
7. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.

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8. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.
9. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.
10. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
11. Review the Work to establish preliminary acceptance of the Project.

F. Close Out Phase

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

1. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
2. The AOR is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punchlist items identified in the Contractor prepared initial punchlist. The AOR will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
3. Oversee the Contractor's efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
4. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. The Architect shall, accordingly, oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record, "as-built" drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
5. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
6. Post Construction Review. The Commission will review Architect's performance in providing services during construction after the project punch list is complete. The Architect will be required to attend a meeting to discuss the performance review.
7. Project Close Out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project. A sample form is attached to the Scope as Exhibit 1.

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

Architect shall:

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- A. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria. On projects where template specifications are furnished by the Commission, the Architect is responsible to amend any template specifications sections which do not adhere to the following criteria.
1. Specifications will follow performance criteria outline format.
 2. Specifications will identify acceptable manufacturers.
 3. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
 4. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
- B. Facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, impact on LEED certification, constructability, material and product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.
- C. Develop a furniture, fixture and equipment plan to locate electronic devices, including power, data, communications, security and life safety equipment.
- D. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, permits, licenses, fees, or other approvals, as applicable, that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project.
- E. Oversee the Contractor's procurement and assembly of all required permits, licenses, and certificates from the contractor and arrange delivery of same to the Commission.
- F. Energy Simulation Modeling Using Department of Energy DOE 2 Software. Using the DOE2 Energy Modeling Software, model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Public Building Commission. An updated model must be provided with each milestone submittal during the design of the Project.
- G. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels or geothermal panels, public art).
- H. The Architect will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.
- I. Administer the Project's LEED compliance and submittal program, including providing all submittals to the USGBC.
- J. The Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not necessarily limited to, the following:
1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Deputy Director of Utility Coordination. The Architect will assist the Deputy Director of Utility Coordination as necessary.
 2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.

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

K. The Architect shall participate and document all "lessons learned" throughout the design and construction phases of the Project. The intent of this exercise is to conduct a comprehensive design review, thereby documenting ways in which the prototype design may be improved during this and future implementations of the prototype design.

L. Assist the Commission with warranty inspection at 11 months following Substantial Completion of the Project.

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

IV ADDITIONAL SERVICES

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

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
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497**

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SCHEDULE C
PROJECT SCHEDULE

ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497

A. **Site Preparation: Scope Development Phase:**

Scope Development: Scope Development documents shall be completed not later than April 29, 2009.

B. **Site Preparation: Construction Documents Phase:**

1. 75% Construction Documents: 75% Construction Documents shall be completed no later than May 27, 2009.
2. 100% Construction Documents: 100% Construction Documents shall be completed no later than June 8, 2009.

C. **Site Preparation: Construction Phase Services:**

Site Preparation work is anticipated to complete not later than January 20, 2010.

D. **Building: Schematic Design Phase:**

Schematic Design: Schematic Design documents shall be completed not later than June 5, 2009.

May 21, DMO 5/7/2009 Jim 5/11/09

E. **Building: Design Development Phase:**

Design Development Documents shall be completed no later than July 29, 2009.

August 13, DMO 5/7/2009 Jim 5/11/09

F. **Building: Construction Documents Phase:**

1. 60% Construction Documents: 60% Construction Documents shall be completed no later than September 10, 2009.
2. 90% Construction Documents: 90% Construction Documents shall be no later than November 4, 2009.
3. 100% Construction Documents: 100% Construction Documents shall be completed no later than January 6, 2010.

24 DMO 5/7/2009 Jim 5/11/09

DMO 5/7/2009 Jim 5/11/09

G. **Building: Bid and Award Phase:**

The Bid and Award phase of the project, from bid advertisement to bid opening through final contract award, is anticipated to require 163 calendar days to complete.

H. **Building: Construction Phase Services:**

Construction of the Project building is anticipated to require 607 calendar days to complete after issuance of Notice to Proceed to the contractor through final completion.

I. **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.

J. **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
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497

I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a Not to Exceed Fee ("Fee") of \$2,799,897.00. The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Allocation of Fee:

Site Preparation

\$111,996.00

| | | |
|-----------------------------|-----|-------------|
| Scope Development | 35% | \$39,198.60 |
| Construction Documents | 35% | \$39,198.60 |
| Bidding Phase Services | 5% | \$ 5,599.80 |
| Construction Phase Services | 20% | \$22,399.20 |
| Project Close-out | 5% | \$ 5,599.80 |

Design/ Engineering of Building:

\$2,687,901.00

| | | |
|-----------------------------|-----|--------------|
| Schematic Design | 15% | \$403,185.15 |
| Design Development | 20% | \$537,580.20 |
| Construction Documents | 35% | \$940,765.35 |
| Bidding Phase Services | 5% | \$134,395.05 |
| Construction Phase Services | 20% | \$537,580.20 |
| Project Close-out | 5% | \$134,395.05 |

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

II. BILLING RATES AND COMPENSATION FOR ADDITIONAL SERVICES

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

- 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 **\$450,000.00** except as approved by the Commission in the form of an Amendment issued in accordance with Section 4.13 of this Agreement.

V. METHOD OF PAYMENT

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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 number for approval.

February 13, 2009

**Odgen Relocation Elementary School
Hourly Rates**

Chicago, Illinois

NHDKMP Architects Ltd. - Staffing Plan

NHDKMP Project No.: 2009.03.00

Base Hourly Rates for additional services to be applied with a 2.5 multiplier

| | 2009 | 2010 | 2011 | 2012 |
|---|----------|----------|----------|----------|
| Architect - Nagle Hartray Danker Kagan McKay Penney Architects Ltd., | | | | |
| Principal | \$ 72.50 | \$ 76.13 | \$ 79.93 | \$ 83.93 |
| Associate Principal | \$ 37.50 | \$ 39.38 | \$ 41.34 | \$ 43.41 |
| Senior Architect | \$ 28.50 | \$ 29.93 | \$ 31.42 | \$ 32.99 |
| Designer/ Architect | \$ 24.50 | \$ 25.73 | \$ 27.01 | \$ 28.36 |
| Intern | \$ 21.00 | \$ 22.05 | \$ 23.15 | \$ 24.31 |
| Structural Engineering Matrix Engineering Inc., | | | | |
| Principal | \$ 72.00 | \$ 75.60 | \$ 80.00 | \$ 83.50 |
| Associate | \$ 48.00 | \$ 50.00 | \$ 52.50 | \$ 55.00 |
| Senior Project Manager | \$ 44.00 | \$ 46.20 | \$ 48.50 | \$ 51.00 |
| Project Engineer | \$ 36.00 | \$ 37.80 | \$ 40.00 | \$ 41.70 |
| Draftsperson | \$ 28.00 | \$ 29.50 | \$ 31.00 | \$ 32.50 |
| MEP/FP Engineering - dbHMS, | | | | |
| Principal | \$ 43.27 | \$ 45.43 | \$ 47.71 | \$ 50.09 |
| Principal | \$ 43.27 | \$ 45.43 | \$ 47.71 | \$ 50.09 |
| Senior Project Engineer | \$ 44.71 | \$ 46.95 | \$ 49.29 | \$ 51.76 |
| Design Engineer: Mechanical 1 | \$ 32.21 | \$ 33.82 | \$ 35.51 | \$ 37.29 |
| Design Engineer: Plumbing & Fire Protection | \$ 29.81 | \$ 31.30 | \$ 32.87 | \$ 34.51 |
| Design Engineer: Mechanical 2 | \$ 27.88 | \$ 29.27 | \$ 30.74 | \$ 32.27 |
| Design Engineer: Electrical | \$ 15.87 | \$ 16.66 | \$ 17.50 | \$ 18.37 |
| Specification Consulting Services - ArchiTech Consulting, Inc., | | | | |
| Senior Specifier | \$ 60.00 | \$ 63.00 | \$ 66.15 | \$ 69.46 |
| Staff Specifier I | \$ 46.00 | \$ 48.30 | \$ 50.72 | \$ 53.25 |
| Staff Specifier II | \$ 40.00 | \$ 42.00 | \$ 44.10 | \$ 46.31 |
| Staff Assistant | \$ 30.00 | \$ 31.50 | \$ 33.08 | \$ 34.73 |
| Civil Engineering - Terra Engineering Ltd., | | | | |
| Principal | \$ 68.00 | \$ 72.00 | \$ 76.00 | \$ 80.00 |
| Sr. Project Manager | \$ 65.00 | \$ 68.00 | \$ 71.50 | \$ 75.00 |
| Project Manager | \$ 60.00 | \$ 63.00 | \$ 66.00 | \$ 69.00 |
| Sr. Project Engineer | \$ 60.00 | \$ 63.00 | \$ 66.00 | \$ 69.00 |
| Project Engineer | \$ 42.00 | \$ 44.00 | \$ 46.00 | \$ 48.00 |
| Chief Structural Engineer | \$ 56.00 | \$ 59.00 | \$ 62.00 | \$ 65.00 |
| Structural Engineer | \$ 50.00 | \$ 52.50 | \$ 55.00 | \$ 58.00 |
| Landscape Architect | \$ 46.00 | \$ 48.00 | \$ 50.00 | \$ 53.00 |
| Survey Manager | \$ 50.00 | \$ 52.50 | \$ 55.00 | \$ 58.00 |
| Survey Crew | \$ 60.00 | \$ 63.00 | \$ 66.00 | \$ 69.00 |

CIVIL Engineering Hourly Rates Cont.

| | | | | | | | | |
|-------------------|----|-------|----|-------|----|-------|----|-------|
| Surveyor | \$ | 35.00 | \$ | 37.00 | \$ | 39.00 | \$ | 41.00 |
| Instrument Man | \$ | 25.00 | \$ | 36.50 | \$ | 28.00 | \$ | 29.50 |
| GIS Manager | \$ | 30.00 | \$ | 31.50 | \$ | 33.00 | \$ | 35.00 |
| GIA Analyst | \$ | 28.00 | \$ | 29.50 | \$ | 31.00 | \$ | 33.00 |
| Planner | \$ | 25.00 | \$ | 26.50 | \$ | 28.00 | \$ | 29.50 |
| Cad Manager | \$ | 32.00 | \$ | 34.00 | \$ | 36.00 | \$ | 38.00 |
| Cad Technician | \$ | 30.00 | \$ | 32.00 | \$ | 34.00 | \$ | 36.00 |
| Senior Technician | \$ | 30.00 | \$ | 32.00 | \$ | 34.00 | \$ | 36.00 |
| Clerical | \$ | 26.00 | \$ | 28.00 | \$ | 30.00 | \$ | 32.00 |

| | | | | | | | | |
|--|----|-------|----|-------|----|-------|----|-------|
| Landscape Architect • Terry Guen Design Associates, | | | | | | | | |
| Principal Landscape Architect | \$ | 70.11 | \$ | 73.62 | \$ | 77.30 | \$ | 81.16 |
| Project Manager | \$ | 32.49 | \$ | 34.11 | \$ | 35.82 | \$ | 37.61 |
| Landscape Project Designer | \$ | 30.27 | \$ | 31.78 | \$ | 33.37 | \$ | 35.04 |
| Design Staff 1 | \$ | 27.93 | \$ | 29.33 | \$ | 30.79 | \$ | 32.33 |
| Design Staff 2 | \$ | 26.90 | \$ | 28.25 | \$ | 29.66 | \$ | 31.14 |
| Intern 1 | \$ | 20.52 | \$ | 21.55 | \$ | 22.62 | \$ | 23.75 |
| Intern 2 | \$ | 14.25 | \$ | 14.96 | \$ | 15.71 | \$ | 16.50 |

| | | | | | | | | |
|---|----|-------|----|-------|----|-------|----|-------|
| LEED Services Consulting • Sieben Energy Associates, | | | | | | | | |
| Principal | \$ | 70.00 | \$ | 73.50 | \$ | 77.18 | \$ | 81.03 |
| Sr. LEED Consultant | \$ | 54.00 | \$ | 56.70 | \$ | 59.54 | \$ | 62.51 |
| LEED Consultant | \$ | 36.00 | \$ | 37.80 | \$ | 39.69 | \$ | 41.67 |
| LEED Administration | \$ | 22.00 | \$ | 23.10 | \$ | 24.26 | \$ | 25.47 |

| | | | | | | | | |
|---|----|-------|----|-------|----|-------|----|-------|
| Cost Consulting Services • Construction Cost Services, | | | | | | | | |
| Principal | \$ | 74.55 | \$ | 78.28 | \$ | 82.19 | \$ | 86.30 |
| Senior Estimator | \$ | 51.40 | \$ | 53.97 | \$ | 56.67 | \$ | 59.50 |
| Senior Mechanical Estimator | \$ | 55.44 | \$ | 58.21 | \$ | 61.12 | \$ | 64.18 |
| Senior Electrical Estimator | \$ | 64.89 | \$ | 68.13 | \$ | 71.54 | \$ | 75.12 |
| Estimator | \$ | 37.10 | \$ | 38.96 | \$ | 40.90 | \$ | 42.95 |
| Junior Estimator | \$ | 23.31 | \$ | 24.48 | \$ | 25.70 | \$ | 26.98 |
| Mechanical Estimator | \$ | 41.71 | \$ | 43.80 | \$ | 45.99 | \$ | 48.28 |
| Value Engineering | \$ | 57.24 | \$ | 60.10 | \$ | 63.11 | \$ | 66.26 |
| Change Order Reviews | \$ | 57.24 | \$ | 60.10 | \$ | 63.11 | \$ | 66.26 |
| Clerical | \$ | 18.38 | \$ | 19.30 | \$ | 20.26 | \$ | 21.28 |

| | | | | | | | | |
|---|----|-------|----|-------|----|-------|----|-------|
| Food Services Consulting Services • Edge Associates, Inc., | | | | | | | | |
| Principal | \$ | 50.00 | \$ | 52.50 | \$ | 55.13 | \$ | 57.88 |
| Senior Associate | \$ | 38.00 | \$ | 39.90 | \$ | 41.90 | \$ | 43.99 |
| Project Manager | \$ | 26.00 | \$ | 27.30 | \$ | 28.67 | \$ | 30.10 |
| CAD Operator | \$ | 22.00 | \$ | 23.10 | \$ | 24.26 | \$ | 25.47 |
| Administrative Assistant | \$ | 16.00 | \$ | 16.80 | \$ | 17.64 | \$ | 18.52 |

| | | | | | | | | |
|---|----|-------|----|-------|----|-------|----|-------|
| Theater Consulting Services • Bill Conner Associates LLC., | | | | | | | | |
| Theatre Consultant | \$ | 64.00 | \$ | 67.20 | \$ | 70.56 | \$ | 74.09 |

| | | | | | | | | |
|--|----|-------|----|-------|----|-------|----|-------|
| Acoustical Engineering • Shiner Associates, Inc., | | | | | | | | |
| Project Engineer | \$ | 37.50 | \$ | 39.38 | \$ | 41.34 | \$ | 43.41 |

Lighting Design Services - Charter Sills & Associates, Inc.,

| | | | | | | | | |
|----------------------------------|----|-------|----|-------|----|-------|----|-------|
| Principal | \$ | 74.00 | \$ | 77.70 | \$ | 81.59 | \$ | 85.66 |
| Senior Project Lighting Designer | \$ | 62.00 | \$ | 65.10 | \$ | 68.36 | \$ | 71.77 |
| Project Lighting Designer | \$ | 54.00 | \$ | 56.70 | \$ | 59.54 | \$ | 62.51 |
| Project Designer | \$ | 46.00 | \$ | 48.30 | \$ | 50.72 | \$ | 53.25 |

Hardware Consulting Services - Geroge Krug AHC/CDT,

| | | | | | | | | |
|-----------|----|-------|----|-------|----|-------|----|-------|
| Principal | \$ | 34.00 | \$ | 35.70 | \$ | 37.49 | \$ | 39.36 |
|-----------|----|-------|----|-------|----|-------|----|-------|

Roofing Consulting Services - K2N Crest,

| | | | | | | | | |
|-----------------------|----|-------|----|-------|----|-------|----|-------|
| Project Roof Observer | \$ | 30.00 | \$ | 31.50 | \$ | 33.08 | \$ | 34.73 |
|-----------------------|----|-------|----|-------|----|-------|----|-------|

Parking Consulting Services - Walker Parking Consultants,

| | | | | | | | | |
|---------------------|----|-------|----|-------|----|-------|----|-------|
| Principals | \$ | 60.00 | \$ | 63.00 | \$ | 66.15 | \$ | 69.46 |
| Project Management | \$ | 42.50 | \$ | 44.63 | \$ | 46.86 | \$ | 49.20 |
| Parking Consultants | \$ | 40.00 | \$ | 42.00 | \$ | 44.10 | \$ | 46.31 |
| Technical | \$ | 28.00 | \$ | 29.40 | \$ | 30.87 | \$ | 32.41 |
| Support | \$ | 25.00 | \$ | 26.25 | \$ | 27.56 | \$ | 28.94 |

February 13, 2009

Odgen Relocation Elementary School

Building Construction Staffing Plan

Chicago, Illinois

NHDKMP Architects Ltd. - Staffing Plan

NHDKMP Project No.: 2009.03.00

| AREA OF PRACTICE - Company, Design Team Member Name, Title | | Planning & Schematic Design | Design Development | Construction Documents | Bidding & Negotiation | Construction Administration | Project Acceptance & Close Out |
|---|-------|-----------------------------|--------------------|------------------------|-----------------------|-----------------------------|--------------------------------|
| Architect - Nagle Hartray Danker Kagan McKay Penney Architects Ltd., | | | | | | | |
| Dirk Danker, Principal | Hours | 88 | 63 | 138 | 20 | 144 | 18 |
| Eric Penney, Principal | Hours | 88 | 63 | 138 | 20 | | |
| C. Rocco Castellano, Associate Principal (PM) | Hours | 330 | 315 | 690 | 100 | 432 | 54 |
| TBD, Senior Architect (PA) | Hours | 374 | 420 | 920 | 20 | 2160 | 360 |
| TBD, Architect | Hours | | 420 | 920 | | | |
| TBD, Intern | Hours | | 420 | 920 | 20 | 144 | 18 |
| Monica Gruse-Hartman, Associate Principal (Designer) | Hours | 176 | 168 | 138 | 20 | 144 | 18 |
| TBD, Designer | Hours | 66 | 168 | 368 | | | |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 1122 | 2037 | 4232 | 200 | 3024 | 468 |

11083 Total Hours

| Structural Engineering Matrix Engineering Inc., | | Hours | | | | | |
|--|-------|------------|------------|-------------|------------|------------|------------|
| Gene C. Mojekwu, Principal-in-Charge of Structural Engineering | Hours | 40 | 54 | 80 | 8 | 24 | 4 |
| Sudhir Singamsethi, Structural Project Manager | Hours | 120 | 160 | 240 | 80 | 120 | 60 |
| Hashu Chandwaney, Structural Project Engineer | Hours | 220 | 290 | 680 | 40 | 400 | 80 |
| Eric Malone, Drafter | Hours | 40 | 80 | 160 | | | |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 420 | 584 | 1160 | 128 | 544 | 144 |

2980 Total Hours

| MEP/FP Engineering - dbHMS, | | Hours | | | | | |
|--|-------|------------|------------|-------------|------------|------------|------------|
| Sachin Anand, Principal | Hours | 150 | 100 | 150 | 40 | 120 | 20 |
| Victor Avila, Principal | Hours | 85 | 130 | 195 | 60 | 120 | 20 |
| Mir Zakaria, Senior Project Engineer (PM) | Hours | 130 | 150 | 220 | 60 | 160 | 80 |
| Ali Nasir, Design Engineer | Hours | 150 | 130 | 300 | 20 | 60 | 20 |
| Chris Sabarbaro, Design Engineer | Hours | 45 | 115 | 260 | 40 | 80 | 20 |
| Al Calderon, Designer - Mechanical | Hours | 20 | 60 | 180 | | 40 | |
| Karina Brietbarth, Designer - Electrical | Hours | 20 | 60 | 180 | | 40 | |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 600 | 745 | 1485 | 220 | 620 | 160 |

3830 Total Hours

| Specification Consulting Services - ArchiTech Consulting, Inc., | | Hours | | | | | |
|---|-------|-----------|-----------|-----------|----------|-----------|----------|
| Renee Doktorczyk, Principal | Hours | 17 | 22 | 39 | 5 | 22 | 5 |
| Molly O'Hara, Staff Specifier I | Hours | 8 | 10 | 16 | 2 | 10 | 2 |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 25 | 32 | 55 | 7 | 32 | 7 |

158 Total Hours

| Civil Engineering • Terra Engineering Ltd., | | | | | | | |
|--|-------|------------|------------|------------|-----------|------------|-----------|
| Karen Steingraber, P.E., Principal, QA/QC | Hours | 6 | 6 | 10 | 1 | 1 | 1 |
| Jamil Bou-Saab, P.E., Principal | Hours | 11 | 16 | 27 | 9 | 11 | 5 |
| Arvin Villanueva, Project Manager | Hours | 30 | 36 | 66 | 11 | 62 | 17 |
| Kelly McHugh, LEED AP, Project Engineer | Hours | 35 | 60 | 105 | 21 | 73 | 19 |
| Bob Mason, CADD | Hours | 30 | 28 | 42 | | | |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 112 | 146 | 250 | 42 | 147 | 42 |

739 Total Hours

| Landscape Architect • Terry Guen Design Associates, | | | | | | | |
|--|-------|------------|------------|------------|-----------|------------|-----------|
| Terry Guen, Landscape Architect Principal | Hours | 36 | 44 | 72 | 14 | 40 | 12 |
| Ted Haffner, Project Manager | Hours | 64 | 64 | 92 | 20 | 84 | 40 |
| Kees Lokman, Project Designer | Hours | 34 | 44 | 92 | 8 | | |
| Doug Pettay, Design Staff | Hours | 28 | 28 | 76 | | 40 | |
| Laura DeMink, Project Design Staff | Hours | | 38 | 92 | | 40 | |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 162 | 218 | 424 | 42 | 204 | 52 |

1102 Total Hours

| LEED Services Consulting • Sieben Energy Associates, | | | | | | | |
|---|-------|-----------|------------|------------|-----------|------------|------------|
| Charlie Saville, Principal | Hours | 20 | 40 | 20 | 14 | | |
| Erin Hatcher, Project Coordinator | Hours | 9 | 20 | 60 | | 50 | |
| SEA Internal LEED Online Staff Member | Hours | | | 20 | | 40 | 80 |
| TBD, Intern | Hours | | 40 | 10 | | 20 | 30 |
| General Office Administrator | Hours | | | | | 20 | |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 29 | 100 | 110 | 14 | 130 | 110 |

493 Total Hours

| Cost Consulting Services • Construction Cost Services, | | | | | | | |
|---|-------|-----------|------------|------------|----------|----------|----------|
| Paul Laudloff, Principal | Hours | 3 | 6 | 20 | | | |
| Robert Svoboda, Senior Estimator | Hours | 20 | 34 | 84 | | | |
| Richard Driber, Senior Mechanical Estimator | Hours | 20 | 58 | 114 | | | |
| James Rogers, Senior Electrical Estimator | Hours | 20 | 64 | 126 | | | |
| Shawn Koca, Junior Estimator | Hours | 12 | 38 | 56 | | | |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 75 | 200 | 400 | 0 | 0 | 0 |

675 Total Hours

| Food Services Consulting Services • Edge Associates, Inc., | | | | | | | |
|---|-------|----------|----------|-----------|----------|-----------|----------|
| Ed Purmann, Principal | Hours | | 4 | | | | |
| Ed Purmann, Senior Associate | Hours | | | 8 | | 20 | 2 |
| Mike Purmann, Project Manager | Hours | | | 6 | | 8 | |
| Mike Purmann, CAD Operator | Hours | | | 40 | | 4 | |
| Mike Purmann, Administrative Assistant | Hours | | | 9 | | 4 | 2 |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 0 | 4 | 63 | 0 | 36 | 4 |

107 Total Hours

| Theater Consulting Services • Bill Conner Associates LLC., | | | | | | | |
|---|-------|-----------|-----------|-----------|----------|-----------|----------|
| Bill Conner, Theatre Consultant | Hours | 15 | 16 | 16 | 4 | 8 | 6 |
| Paul Sanow, Theatre Consultant | Hours | 5 | 10 | 30 | 2 | 18 | 0 |
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 20 | 26 | 46 | 6 | 26 | 6 |

130 Total Hours

| | | | | | | | |
|--|-------|----|----|-----|---|----|---|
| Acoustical Engineering • Shiner Associates, Inc., | | | | | | | |
| Cameron Baillie, Project Engineer | Hours | 40 | 60 | 100 | 6 | 22 | 6 |

| | | | | | | | |
|--|--|----|----|-----|---|----|---|
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 40 | 60 | 100 | 6 | 22 | 6 |
|--|--|----|----|-----|---|----|---|

234 Total Hours

| | | | | | | | |
|---|-------|----|----|----|---|----|---|
| Lighting Design Services • Charter Sills & Associates, Inc., | | | | | | | |
| Mark Sills, Principal | Hours | 32 | 33 | 32 | 6 | 20 | 5 |
| Erin Held, Project Designer | Hours | 20 | 25 | 55 | 8 | 38 | 7 |
| Laura Conn, Project Designer | Hours | 15 | 30 | 60 | 8 | 30 | 6 |
| Alyssa Humphries, Project Designer | Hours | 15 | 30 | 60 | 8 | 30 | 6 |

| | | | | | | | |
|--|--|----|-----|-----|----|-----|----|
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 82 | 118 | 207 | 30 | 118 | 24 |
|--|--|----|-----|-----|----|-----|----|

579 Total Hours

| | | | | | | | |
|--|-------|--|----|----|--|---|---|
| Hardware Consulting Services • Geroge Krug AHC/CDT, | | | | | | | |
| Geroge Krug, Principal | Hours | | 30 | 40 | | 5 | 5 |

| | | | | | | | |
|--|--|---|----|----|---|---|---|
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 0 | 30 | 40 | 0 | 5 | 5 |
|--|--|---|----|----|---|---|---|

80 Total Hours

| | | | | | | | |
|---|-------|----|----|-----|----|----|----|
| Roofing Consulting Services • K2N Crest, | | | | | | | |
| William B. Early RRC, CCS, Roof Consultant | Hours | 20 | 20 | | 1 | | 1 |
| Jason Wilen AIA, CDT, Senior Architect | Hours | 15 | 27 | 8 | 1 | 1 | 2 |
| Anthony Parisi, Project Roof Observer | Hours | | | 128 | 16 | 80 | 16 |

| | | | | | | | |
|--|--|----|----|-----|----|----|----|
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 35 | 47 | 136 | 18 | 81 | 19 |
|--|--|----|----|-----|----|----|----|

336 Total Hours

| | | | | | | | |
|--|-------|----|----|----|----|----|---|
| Parking Consulting Services • Walker Parking Consultants, | | | | | | | |
| Gary Koch P.E., Vice President | Hours | 4 | 2 | 4 | | | |
| Kerry A. Lantau, Project Manager | Hours | 12 | 24 | 38 | 12 | 30 | 5 |
| Mark J. Lukasick CCP, Parking Consultant | Hours | 4 | 8 | 16 | | 8 | 5 |
| Staff | Hours | 16 | 12 | 16 | | 4 | |

| | | | | | | | |
|--|--|----|----|----|----|----|----|
| BUILDING CONSTRUCTION: SUB-TOTAL OF HOURS | | 36 | 46 | 74 | 12 | 42 | 10 |
|--|--|----|----|----|----|----|----|

220 Total Hours

| | | | | | | | |
|--------------------------------|------|------|------|-----|------|-----|--|
| BASIC SERVICE SUB-TOTAL | 2545 | 4062 | 8116 | 653 | 4701 | 983 | |
|--------------------------------|------|------|------|-----|------|-----|--|

21060 Total Hours

| | | | | | | | |
|--|-----|-----|-----|----|-----|----|--|
| REINBURSABLE SERVICES SUB-TOTAL | 213 | 331 | 666 | 72 | 330 | 74 | |
|--|-----|-----|-----|----|-----|----|--|

1686 Total Hours

| | | | | | | | |
|--------------------|------|------|------|-----|------|------|--|
| TOTAL HOURS | 2758 | 4393 | 8782 | 725 | 5031 | 1057 | |
|--------------------|------|------|------|-----|------|------|--|

22746 Total Hours

February 13, 2009

Odgen Relocation Elementary School

Site Preparation Staffing Plan

Chicago, Illinois

NHDKMP Architects Ltd. - Staffing Plan

NHDKMP Project No.: 2009.03.00

| AREA OF PRACTICE - Company, Design Team Member Name, Title | Scope Development | Construction Documents | Bidding/ Assignment | Contract Administration | Project Close- Out | | |
|---|----------------------|---------------------------|------------------------|----------------------------|-----------------------|-----------|------------------------|
| Architect - Nagle Hartray Danker Kagan McKay Penney Architects Ltd., | | | | | | | |
| Dirk Danker, Principal | Hours | 8 | 16 | 9 | 22 | 2 | |
| Eric Penney, Principal | Hours | 8 | 16 | 9 | 22 | 2 | |
| C. Rocco Castellano, Associate Principal (PM) | Hours | 12 | 48 | 27 | 66 | 6 | |
| TBD, Senior Architect (PA) | Hours | 20 | 80 | 45 | 110 | 10 | |
| SITE PREPARATION: SUB-TOTAL OF HOURS | | 48 | 160 | 90 | 220 | 20 | 538 Total Hours |

| | | | | | | | |
|--|-------|----------|-----------|-----------|----------|-----------|-----------------------|
| Structural Engineering - Matrix Engineering Inc., | | | | | | | |
| Gene C. Mojekwu, Principal-in-Charge of Structural Engineering | Hours | 1 | 1 | 2 | | 1 | |
| Sudhir Singamsethi, Structural Project Manager | Hours | 4 | 4 | 4 | 3 | 4 | |
| Hashu Chandwaney, Structural Project Engineer | Hours | 4 | 6 | 16 | | 6 | |
| SITE PREPARATION: SUB-TOTAL OF HOURS | | 9 | 11 | 22 | 3 | 11 | 56 Total Hours |

| | | | | | | | |
|--|-------|------------|----------|----------|----------|----------|-------------------------|
| Specification Consulting Services - ArchiTech Consulting, Inc., | | | | | | | |
| Renee Doktorczyk, Principal | Hours | 5 | 6 | 1 | 2 | 1 | |
| Molly O'Hara, Staff Specifier I | Hours | 1.5 | 2 | 1 | 1 | 1 | |
| SITE PREPARATION: SUB-TOTAL OF HOURS | | 6.5 | 8 | 2 | 3 | 2 | 21.5 Total Hours |

| | | | | | | | |
|--|-------|-----------|-----------|----------|-----------|----------|------------------------|
| Civil Engineering - Terra Engineering Ltd., | | | | | | | |
| Karen Steingraber, P.E., Principal, QA/QC | Hours | 1 | 1 | | | | |
| Jamil Bou-Saab, P.E., Principal | Hours | 6 | 7 | 1 | 3 | 1 | |
| Arvin Villanueva, Project Manager | Hours | 19 | 11 | 3 | 10 | 4 | |
| Kelly McHugh, LEED AP, Project Engineer | Hours | 15 | 15 | 3 | 4 | 1 | |
| Bob Mason, CADD | Hours | | 13 | | | | |
| SITE PREPARATION: SUB-TOTAL OF HOURS | | 41 | 47 | 7 | 17 | 6 | 118 Total Hours |

| | | | | | | | |
|---|-------|----------|----------|----------|----------|----------|-----------------------|
| LEED Services Consulting - Sieben Energy Associates, | | | | | | | |
| Charlie Saville, Principal | Hours | 5 | 6 | 1 | 2 | 1 | |
| Erin Hatcher, Project Coordinator | Hours | 1 | 2 | 1 | 1 | 1 | |
| SITE PREPARATION: SUB-TOTAL OF HOURS | | 6 | 8 | 2 | 3 | 2 | 21 Total Hours |

| Cost Consulting Services - Construction Cost Services, | | | | | | |
|--|-------|-----------|-----------|-----------|----------|------------|
| Paul Laudoff, Principal | Hours | 1 | 2 | 4 | | |
| Robert Svoboda, Senior Estimator | Hours | 4 | 12 | 16 | | |
| Richard Driber, Senior Mechanical Estimator | Hours | 4 | 8 | 18 | | |
| James Rogers, Senior Electrical Estimator | Hours | 4 | 8 | 18 | | |
| Shawn Koca, Junior Estimator | Hours | 4 | 16 | 24 | | |
| SITE PREPARATION: SUB-TOTAL OF HOURS | | 17 | 46 | 80 | 0 | 0 |
| | | | | | | 143 |

| | | | | | | | |
|--------------------|--------------|------------|------------|------------|-----------|--------------|--------------------|
| TOTAL HOURS | 110.5 | 234 | 123 | 246 | 41 | 754.5 | Total Hours |
|--------------------|--------------|------------|------------|------------|-----------|--------------|--------------------|

| Basic Services Fee - Building Construction and Site Development SOW | | | | | Fee Breakdown by Project Phase | | | | | |
|--|-----------------------|-------------------|----------------------------|------------------------|--------------------------------|------------------------|----------------------------|----------------------|----------------------------|----------------------|
| Project Delivery Method: | Service Provider | M/WBE Attribution | Percentage of Project Team | Proposed Total Fee | Schematic Design 10% | Design Development 30% | Construction Documents 40% | Bidding 8% | Contract Administration 2% | Project Close-Out 5% |
| Service Category | | | | | | | | | | |
| Architecture / Interior | Nagle Hartray | | 00.2% | \$ 1,619,278.00 | \$ 242,891.70 | \$ 322,865.80 | \$ 656,747.20 | \$ 80,963.80 | \$ 323,855.80 | \$ 80,963.80 |
| Cost Consulting | Contk. Cost Systems | MBE | 3.7% | \$ 100,560.00 | \$ 15,084.00 | \$ 25,112.00 | \$ 25,108.00 | \$ 5,026.00 | \$ 20,112.00 | \$ 5,026.00 |
| LEED Consulting | Sablen Energy | | 1.0% | \$ 41,000.00 | \$ 6,150.00 | \$ 9,225.00 | \$ 14,865.00 | \$ 2,973.00 | \$ 6,240.00 | \$ 1,560.00 |
| Civil Engineering | Terra Engineering | WBE | 2.0% | \$ 74,000.00 | \$ 11,100.00 | \$ 16,800.00 | \$ 20,600.00 | \$ 4,120.00 | \$ 16,800.00 | \$ 4,120.00 |
| Landscape Architecture | Terry Ginn Associates | WBE | 3.5% | \$ 44,263.80 | \$ 6,639.57 | \$ 10,059.30 | \$ 12,460.50 | \$ 2,492.10 | \$ 9,968.10 | \$ 2,492.10 |
| Structural Engineering | Musa Engineering | MBE | 10.7% | \$ 287,300.00 | \$ 43,095.00 | \$ 64,582.50 | \$ 100,825.50 | \$ 20,165.10 | \$ 80,650.50 | \$ 20,165.10 |
| MEP Engineering | dwjms | MBE | 16.7% | \$ 448,000.00 | \$ 67,200.00 | \$ 100,800.00 | \$ 156,000.00 | \$ 31,200.00 | \$ 124,800.00 | \$ 31,200.00 |
| Electrical Engineering | see MEP fees | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Plumbing & Fire Protection Engineering | see MEP fees | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Specialties | Aurwood | WBE | 0.0% | \$ 22,000.00 | \$ 3,300.00 | \$ 4,950.00 | \$ 7,725.00 | \$ 1,545.00 | \$ 6,180.00 | \$ 1,545.00 |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Proposed Total Fee for Basic Services associated with the Building Construction SOW | | | | \$ 2,887,881.80 | \$ 485,146.17 | \$ 637,896.20 | \$ 946,776.28 | \$ 184,388.00 | \$ 327,888.20 | \$ 184,388.00 |

Building Construction and Site Development SOW Comments:
 1. FFE is shown in red color in this table. FFE refers to conditions described in Attachment B.
 2. The FFE and FFE conditions address applicable conditions that are not required for building construction and site development. The Architect shall provide schematic drawing and attend the public hearing.
 3. The FFE shall be provided by the FFE.
 4. Construction Testing and Monitoring to be provided by the FFE.
 5. The scope of work includes ADR services only. Services provided by the structural and mechanical engineers as part of a separate agreement with the Design Architect are excluded from these fees.

| Site Preparation SOW | | | | | Fee Breakdown by Project Phase | | | | |
|---|---------------------|-------------------|----------------------------|----------------------|--------------------------------|----------------------------|-----------------------|-----------------------------|----------------------|
| Project Delivery Method: | Service Provider | M/WBE Attribution | Percentage of Project Team | Proposed Total Fee | Scope Development 30% | Construction Documents 40% | Bidding Assignment 8% | Contract Administration 10% | Project Close-Out 5% |
| Service Category | | | | | | | | | |
| Architecture | Nagle Hartray | | 00.2% | \$ 77,825.00 | \$ 23,347.50 | \$ 31,130.00 | \$ 6,226.00 | \$ 7,782.50 | \$ 3,891.25 |
| Cost Consulting | Contk. Cost Systems | MBE | 0.2% | \$ 11,371.00 | \$ 3,411.30 | \$ 4,548.40 | \$ 909.68 | \$ 1,137.10 | \$ 568.55 |
| LEED Consulting | Sablen Energy | | 1.0% | \$ 2,000.00 | \$ 600.00 | \$ 800.00 | \$ 160.00 | \$ 200.00 | \$ 100.00 |
| Civil Engineering | Terra Engineering | WBE | 10.5% | \$ 11,800.00 | \$ 3,540.00 | \$ 4,720.00 | \$ 944.00 | \$ 1,180.00 | \$ 590.00 |
| Structural Engineering | Musa Engineering | MBE | 5.4% | \$ 6,000.00 | \$ 1,800.00 | \$ 2,400.00 | \$ 480.00 | \$ 600.00 | \$ 300.00 |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | 0% | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Proposed Total Fee for Basic Services associated with the Site Preparation SOW | | | | \$ 111,896.00 | \$ 33,568.80 | \$ 44,780.40 | \$ 8,956.00 | \$ 11,187.75 | \$ 5,593.75 |

Site Preparation SOW Comments:
 1. Fee schedule based on a performance specification only.
 2. Environmental Consultant / services for Site Remediation and related documentation and special as provided by PDC.
 3. Geotechnical Consultant services and related documentation and special as provided by PDC.
 4. Vibration Testing and Monitoring to be provided by PDC.
 5. The scope of work includes ADR services only. Sets prepared by the structural and mechanical engineers as part of a separate agreement with the Design Architect are excluded from these fees.

| ADR Reimbursable Consultant Allowances | Comments |
|---|---|
| Survey | Required - Provided by PDC |
| Geotechnical Testing/Reporting | Required - Provided by PDC |
| Food Service Consulting | Required - Provided by PDC |
| Audio/Visual Consulting | Not Required |
| Programmatic Consulting | Required - Bill Council Associates |
| Theoretical Consulting | Required - Shaw + Associates |
| Acoustical Consulting | Required - Daniel Sals |
| Lighting Consulting | Required - Provided by PDC |
| Information Technology Consulting | Required - Provided by PDC |
| Traffic Consulting | Required - Damage King |
| Architectural Consulting | Required |
| Footing Consulting | Required - Footing Consultants - Winkler Parking Consultants |
| Other Specialty Consulting | Not Required - Elevation Consultant - Specification provided by the PDC |
| Other Specialty Consulting | Not Required |
| Reimbursable Consultant Allowances | \$ 254,986.00 |

| Reimbursable Expenses | Comments |
|--|--|
| Printing, copying, reproduction and distribution costs allowed per the Professional Services Agreement | See Schedule O, Section IV, Items 1 and 2 of Agreement |
| Expense | As Noted |
| Expense | As Noted |
| Expense | As Noted |
| Expense | As Noted |
| Reimbursable Expenses Allowance | \$ 226,000.00 |

| Allowances / Special Considerations | Comments |
|--|-------------|
| Allowance | As Noted |
| Allowance | As Noted |
| Allowance | As Noted |
| Allowance | As Noted |
| Allowance | As Noted |
| Total Allowances/Special Considerations | \$ - |

Proposed Total Fee for Reimbursable and Special Considerations \$ 488,688.00

TOTAL PROPOSED FEE \$ 3,246,989.00

- Notes:
- Unless noted otherwise, the Public Building Commission will procure the following consultants: Commissioning Agent / Authority, Environmental Testing / Consulting
 - 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
 - Unless noted otherwise, the Building Construction Scope of Work includes, but is not limited to, Building Construction, FFE, and Site Utility connection
 - Refer to Schedule O of the contract language for terms regarding Architect Compensation, including allowed reimbursable expenses.
 - Please note the project delivery method, as different delivery methods require different levels of document preparation.

E.D. Pasney
 Signature of the Architect of Record

25 Feb 08
 Date

Project Name: Ogden Replacement Elementary School
Date: 02.25.2009

Architect of Record: Nagle Hartry Architects Ltd.
 Contact Name: Eric Pannoy Phone: 312.447.6333

| Public Services Fee - Building Construction and Site Development SOW | | | | | Fee Breakdown by Project Phase | | | | | |
|--|---------------------|---------------------------|----------------------------|------------------------|--------------------------------|----------------------|------------------------|---------------------|-------------------------|---------------------|
| Project Delivery Method: | Lump Sum Bid | | | | Schematic Design | Design Development | Construction Documents | Bidding | Contract Administration | Project Close-Out |
| Service Category | Service Provider | M/WE Attribution | Percentage of Project Team | Proposed Total Fee | 15% | 30% | 30% | 5% | 15% | 5% |
| Architect / Planner | Nagle Hartry | | 80.2% | \$ 1,019,278.00 | \$ 152,892.70 | \$ 305,858.00 | \$ 305,747.30 | \$ 50,935.90 | \$ 152,892.70 | \$ 50,935.90 |
| Cost Consulting | Const. Cost Systems | MBE | 3.7% | \$ 180,568.00 | \$ 27,085.20 | \$ 54,170.40 | \$ 54,170.40 | \$ 8,707.26 | \$ 27,085.20 | \$ 8,707.26 |
| LEED Consulting | Seren Energy | | 1.8% | \$ 41,860.00 | \$ 6,279.00 | \$ 12,558.00 | \$ 12,558.00 | \$ 2,009.25 | \$ 6,279.00 | \$ 2,009.25 |
| Civil Engineering | Terra Engineering | WBE | 2.8% | \$ 74,860.00 | \$ 11,229.00 | \$ 22,458.00 | \$ 22,458.00 | \$ 3,609.24 | \$ 11,229.00 | \$ 3,609.24 |
| Structural Engineering | Yara Engineering | WBE | 3.5% | \$ 84,263.00 | \$ 12,639.45 | \$ 25,278.90 | \$ 25,278.90 | \$ 4,044.52 | \$ 12,639.45 | \$ 4,044.52 |
| Mechanical Engineering | M&E Engineering | MBE | 10.7% | \$ 287,506.00 | \$ 43,125.90 | \$ 86,251.80 | \$ 86,251.80 | \$ 13,790.28 | \$ 43,125.90 | \$ 13,790.28 |
| MEP Engineering | dm&S | WBE | 16.7% | \$ 488,980.00 | \$ 73,347.00 | \$ 146,694.00 | \$ 146,694.00 | \$ 23,469.00 | \$ 73,347.00 | \$ 23,469.00 |
| Electrical Engineering | see MEP fees | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Planning & Fire Protection Engineering | see MEP fees | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Specialty Services | Architect | WBE | 0.8% | \$ 22,040.00 | \$ 3,306.00 | \$ 6,612.00 | \$ 6,612.00 | \$ 1,057.80 | \$ 3,306.00 | \$ 1,057.80 |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Proposed Total Fee for Basic Services associated with the Building Construction SOW | | | | \$ 2,077,091.00 | \$ 307,165.30 | \$ 614,330.60 | \$ 614,330.60 | \$ 97,142.38 | \$ 307,165.30 | \$ 97,142.38 |

- Building Construction and Site Development SOW Comments:**
1. M/WE Selection and specification provided by PBC - Architect to coordinate layout with electrical design.
 2. The PBC shall provide documents, submittals, application forms, registration, etc. fees used for zoning variance or planned development. The Architect shall provide schematic drawing and attend the public hearing.
 3. Permit expedite to be provided by the PBC.
 4. Vacation Testing and Monitoring to be provided by the PBC.
 5. The scope of work includes AOR services only. Services provided by the structural and mechanical engineering as part of a separate agreement with the Design Architect are excluded from these fees.

| Public Services Fee - Site Preparation SOW | | | | | Fee Breakdown by Project Phase | | | | | |
|---|---------------------|---------------------------|----------------------------|----------------------|--------------------------------|------------------------|--------------------|-------------------------|--------------------|--|
| Project Delivery Method: | DC | | | | Scope Development | Construction Documents | Bidding/Assignment | Contract Administration | Project Close-Out | |
| Service Category | Service Provider | M/WE Attribution | Percentage of Project Team | Proposed Total Fee | 30% | 40% | 5% | 15% | 5% | |
| Architect | Large Family | | 89.5% | \$ 77,825.85 | \$ 23,347.75 | \$ 31,130.34 | \$ 3,891.29 | \$ 11,673.75 | \$ 3,891.29 | |
| Cost Consulting | Const. Cost Systems | MBE | 3.2% | \$ 11,571.00 | \$ 3,471.90 | \$ 4,629.20 | \$ 584.65 | \$ 1,755.85 | \$ 584.65 | |
| LEED Consulting | Seren Energy | | 1.8% | \$ 3,504.00 | \$ 1,051.20 | \$ 1,368.27 | \$ 171.03 | \$ 528.09 | \$ 171.03 | |
| Civil Engineering | Terra Engineering | WBE | 10.5% | \$ 11,809.00 | \$ 3,542.70 | \$ 4,723.60 | \$ 590.45 | \$ 1,770.90 | \$ 590.45 | |
| Structural Engineering | Yara Engineering | WBE | 3.4% | \$ 6,000.00 | \$ 1,800.00 | \$ 2,400.00 | \$ 300.00 | \$ 900.00 | \$ 300.00 | |
| Specialty Services | Architect | WBE | 2.7% | \$ 2,000.00 | \$ 600.00 | \$ 800.00 | \$ 100.00 | \$ 300.00 | \$ 100.00 | |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Other | PROVIDE NAME | eg. MBE (AA, H, A) or WBE | 0.0% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Proposed Total Fee for Basic Services associated with the Site Preparation SOW | | | | \$ 111,009.85 | \$ 33,311.65 | \$ 43,782.40 | \$ 5,566.69 | \$ 16,799.49 | \$ 5,566.69 | |

- Site Preparation SOW Comments:**
1. Fee selection based on a performance spot calculation.
 2. Environmental Consultant services for Site Remediation and related documentation and specification provided by PBC.
 3. Geotechnical Consultant services and related documentation and specification provided by PBC.
 4. Vacation Testing and Monitoring to be provided by the PBC.
 5. The scope of work includes AOR services only. Services provided by the structural and mechanical engineers as part of a separate agreement with the Design Architect are excluded from these fees.

| AOR Reimbursable Consultant Allowances | Comments |
|---|--|
| Survey | Required - Provided by PBC |
| Geotechnical Testing/Reporting | Required - Reimbursed by PBC |
| Food Service Consulting | Required - Edge Associates |
| Auto/Hand Consulting | Required - Provided by PBC |
| Neighborhood Consulting | Not Required |
| Theatrical Consulting | Required - BM Corner Associates |
| Acoustical Consulting | Required - Shiner - Associates |
| Lighting Consulting | Required - Charter Site |
| Information Technology Consulting | Required - Provided by PBC |
| Traffic Consulting | Required - George Krug |
| Hardware Consulting | REQUIRED |
| Roofing Consulting | Required - Parking Consultant - Walker Pannoy Consultants |
| Other Specialty Consulting | Not Required - Elevator Consultant - Specification provided by the PBC |
| Other Specialty Consulting | Not Required |
| Reimbursable Consultant Allowances | \$ 238,000.00 |

| Reimbursable Expenses | Comments |
|---|--|
| Printing, copying, reproduction and distribution as a part of the Professional Services Agreement | See Schedule D, Section IV, Items 1 and 2 of Agreement |
| Expenses | As Noted |
| Expenses | As Noted |
| Expenses | As Noted |
| Expenses | As Noted |
| Reimbursable Expenses Allowances | \$ 238,000.00 |

| Allowances / Special Considerations | Comments |
|--|------------------------|
| A. 1.01.01.01 | As Noted |
| A. 1.01.01.02 | As Noted |
| A. 1.01.01.03 | As Noted |
| A. 1.01.01.04 | As Noted |
| A. 1.01.01.05 | As Noted |
| Total Allowances/Special Considerations | \$ - |
| Proposed Total Fee for Reimbursables and Special Considerations | \$ 488,000.00 |
| TOTAL PROPOSED FEE | \$ 3,348,000.00 |

- 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, FFME, 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: E.D. Pannoy Date: 2/25/09

PUBLIC BUILDING COMMISSION OF CHICAGO

**SCHEDULE E
INSURANCE REQUIREMENTS**

**ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497**

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

E.1. INSURANCE TO BE PROVIDED:

E.1.1. Workers' Compensation and Employers Liability

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

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

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

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

E.1.3. Automobile Liability (Primary and Umbrella)

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

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

E.1.4. Professional Liability

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

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

E.1.5. Property

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

E.1.6. Valuable Papers

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

PUBLIC BUILDING COMMISSION OF CHICAGO

E.1.7 Contractors Pollution Liability

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

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

E.1.8 Railroad Protective Liability

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497**

February 13, 2009

Odgen Relocation Elementary School

Key Personnel

Chicago, Illinois

NHDKMP Architects Ltd. - Staffing Plan

NHDKMP Project No.: 2009.03.00

Key Personnel: Basic Services

Architect • Nagle Hartray Danker Kagan McKay Penney Architects Ltd.,

Dirk Danker, Principal

Eric Penney, Principal

C. Rocco Castellano, Associate Principal (PM)

Monica Gruse-Hartman, Associate Principal

Structural Engineering Matrix Engineering Inc.,

Gene C. Mojekwu, Principal-in-Charge of Structural Engineering

Sudhir Singamsethi, Structural Project Manager

MEP/FP Engineering • dbHMS,

Sachin Anand, Principal

Victor Avila, Principal

Mir Zakaria, Senior Project Engineer (PM)

Ali Nasir, Design Engineer

Chris Sabarbaro, Design Engineer

Specification Consulting Services • ArchiTech Consulting, Inc.,

Renee Doktorczyk, Principal

Civil Engineering • Terra Engineering Ltd.,

Karen Steingraber, P.E., Principal, QA/QC

Jamil Bou-Saab, P.E., Principal

Arvin Villanueva, Project Manager

Kelly McHugh, LEED AP, Project Engineer

Bob Mason, CADD

Landscape Architect • Terry Guen Design Associates,

Terry Guen, Landscape Architect Principal

Ted Haffner, Project Manager

Kees Lokman, Project Designer

Doug Pettay, Design Staff

Laura DeMink, Project Design Staff

LEED Services Consulting • Sieben Energy Associates,

Charlie Saville, Principal

Erin Hatcher, Project Coordinator

Cost Consulting Services • Construction Cost Services,

Paul Laudloff, Principal

Robert Svoboda, Senior Estimator

Richard Driber, Senior Mechanical Estimator

James Rogers, Senior Electrical Estimator

Key Personnel: Reimbursable Services

Food Services Consulting Services • Edge Associates, Inc.,

Ed Purmann, Principal

Mike Purmann, Project Manager

Theater Consulting Services • Bill Conner Associates LLC.,

Bill Conner, Theatre Consultant

Paul Sanow, Theatre Consultant

Acoustical Engineering • Shiner Associates, Inc.,

Cameron Baillie, Project Engineer

Lighting Design Services • Charter Sills & Associates, Inc.,

Mark Sills, Principal

Erin Held, Project Designer

Laura Conn, Project Designer

Alyssa Humphries, Project Designer

Hardware Consulting Services • Geroge Krug AHC/CDT,

Geroge Krug, Principal

Roofing Consulting Services • K2N Crest,

William B. Early RRC, CCS, Roof Consultant

Jason Wilen AIA, CDT, Senior Architect

Anthony Parisi, Project Roof Observer

Parking Consulting Services • Walker Parking Consultants,

Gary Koch P.E., Vice President

Kerry A. Lantau, Project Manager

Mark J. Lukasick CCP, Parking Consultant

Dirk W. Danker, AIA

Design Principal

Length of Time with Nagle Hartray

31 years

Length of Time in the Design Industry

34 years

Client References

Mr. Jerome Meyer, Vice President of the Francis W. Parker School Board and Chairman of the Building Committee
Jerome H. Meyer & Co.
740 North Rush Street, Suite 600
Chicago, Illinois 60611
Telephone: 312.944.2700

Mr. David T. Stafford, Associate Director
The University of Chicago Lab. Schools
1362 East 59th Street
Chicago, Illinois 60637
Telephone: 773.702.3285

Education

Bachelor of Architecture in Design,
1974, University of Illinois at Chicago

Affiliations and Honors

- National Association of Independent Schools Member
- Past President of the Board of Directors, Bethesda Home and Retirement Center
- AIA Illinois Council, Former Board of Directors, Chicago Chapter Delegate
- Former visiting instructor at the University of Illinois at Chicago
- Work in the permanent collection of the Art Institute of Chicago
- Work published in the Chicago Architectural Journal, Inland Architect, Trends Magazine, and American School & University

Registration

Illinois 1979, Wisconsin 1978

Mr. Danker joined Nagle Hartray in 1978 and was named a principal in 1986. His strong problem-solving ability has led to the success of many projects; success not only in achieving functional/efficient designs, but also economical space. His K-12 portfolio includes:

Cristo Rey Jesuit High School, multi-phased master plan and design of 40,000 s.f. Phase I building, Chicago, Illinois

Francis W. Parker School Master Plan, campus plan resulting in several phased renovation and addition projects, Chicago, Illinois

Francis W. Parker School Phase 1, a fourth floor classroom addition of 15,000 s.f. plus classroom and cafeteria renovations, Chicago, Illinois

Francis W. Parker School Phase 2, 36,000 s.f. library/classroom/gymnasium addition with bridge link and 8,500 s.f. of classroom and office renovations, Chicago, Illinois

Francis W. Parker School Phase 3, 33,000 s.f. "Little School" addition plus Lower School renovations, Chicago, Illinois

Francis W. Parker School Science Laboratories, extensive renovation and addition of the school's science wing, Chicago, Illinois

Francis W. Parker School Arts Center, 4th floor addition, renovation and expansion of the existing auditorium, and renovation throughout the 1st - 3rd floors of the building, Chicago, Illinois

The University of Chicago Laboratory Schools Master Plan, campus plan resulting in several renovation and addition projects, Chicago, Illinois

The University of Chicago Laboratory Schools Middle School, 38,000 s.f. addition/renovation providing new laboratories, classrooms, offices and entrance, Chicago, Illinois

The University of Chicago Laboratory Schools Athletic Complex, renovation of the existing Sunny Gym, design of new two-story Kovler Gym, Chicago, Illinois

The University of Chicago Laboratory Schools Science Rooms, laboratory renovation in the high school science wing, Chicago, Illinois

Chiaravalle Montessori School, design for a 3-story, 16,000 s.f. addition to a historic Burnham school plus renovations in the existing building, Evanston, Illinois

Eric D. Penney, AIA, LEED AP

Technical Principal

Length of Time with Nagle Hartray
20 years

Length of Time in the Design Industry
22 years

Client References

Mr. Peter Brown, Dir. Facilities and Oper.
The Latin School
59 West North Avenue
Chicago, Illinois 60610
Telephone: 312.582.6122

Mr. Paul Gottschalk, Administrative
Services Manager
Evanston Public Library
1703 Orrington Avenue
Evanston, Illinois 60201
Telephone: 847.448.8656

Education

Bachelor of Science in Architectural
Studies, 1986 and Bachelor of
Architecture, 1988, Lawrence
Technological University, Michigan
Associates Degree of Applied Sciences in
Architectural Studies, 1982, Ferris State
University, Michigan

Affiliations

- Illinois Specifications Institute
Member
- Illinois Library Association Member
- American Library Association Member
- Construction Specifications Institute
Member

Registration
Illinois, 1990

Certifications
LEED Accredited Professional

Mr. Penney joined Nagle Hartray in 1989 and became a Principal in 2002. Over the years his portfolio of institutional projects has grown to include a wide range of facility types – from new construction to complex addition/renovation projects. He is also adept at building consensus among user groups. His experience includes:

North Shore Country Day School Science Center and West Campus Renovation, second floor addition and classroom renovations, Winnetka, Illinois

The Latin School of Chicago Middle School, new 71,000 s.f. building and an urban campus master plan, Chicago, Illinois

The Latin School of Chicago Upper School, 37,000 s.f. of additional space and 25,000 s.f. of renovated space, Chicago, Illinois

The Latin School of Chicago Lower School, 17,000 s.f. of additional space and 14,000 s.f. of renovated space, Chicago, Illinois

The University of Chicago Laboratory Schools Rowley Library, renovation and expansion of the existing library, Chicago, Illinois

Ransom Everglades Upper School Library, a 15,000 s.f. library with new lounge area, Coconut Grove, Florida

Evanston Public Library, new 140,000 s.f. library located in a prominent position in downtown Evanston, Illinois

Evanston Public Library Expanded Children's Services, expansion of youth services and the young adult areas, Evanston, Illinois

Oak Park Public Library, feasibility and site studies, referendum support and architectural services for the new 100,000+ s.f. library, Oak Park, Illinois

Dominican Sisters, St. Mary of the Springs, new 138,000 s.f. residence including a chapel, dining, community living space, congregation offices, 90 resident rooms and below grade parking, Columbus, Ohio

Multicultural Center, new 17,000 s.f. LEED certified facility, Western Illinois University, Macomb, Illinois

Student Dining and Residential Programs Building, construction documents for a \$40m LEED Silver project, University of Illinois at Urbana-Champaign

C. Rocco Castellano, AIA

Project Manager

Length of Time with Nagle Hartray
31 years

Length of Time in the Design Industry
34 years

Client References

Mr. David Patzelt, President
ShoDeen Inc.
17 North First Street
Geneva, Illinois 60134
Telephone: 630.444.8252

Mr. John Wildes, Vice President
Shellbourne Inc.
5800 N. Keating
Chicago, Illinois 60646
Telephone: 773.283.5800 x228

Education

Master of Architecture, 2002
Miami University
Bachelor of Environmental Design, 1997
Miami University
Pratt Institute of Technology Rome
Program, Spring 1996

Affiliations & Honors

- The AIA School Medal and The Certificate of Merit
- Rudolph Frankel Memorial Award
- Modified Graduate Assistantship Award
- Design Excellence Award, Pratt Institute Rome Program
- Work Exhibited at The Base Gallery, Cincinnati, Ohio

Registration
Illinois

Mr. Castellano joined Nagle Hartray in 2002 and was promoted to Associate Principal in 2007. He was previously employed at Tigerman McCurry Architects. As Project Manager his responsibilities include the coordination of the entire project team, including the consultants, and organization of the design and construction process to keep the project on time and on budget. His experience with Nagle Hartray includes:

Kirkwood Circle, Kansas City, Missouri

Along with the master plan for 240 units of housing called the Residences of Kirkwood, Nagle Hartray designed Kirkwood Circle, a 69-unit mid-rise at the southwest edge of the site. The ground floor plan includes the lobby, fitness center, and building office plus 3 housing units and an outdoor lap pool/whirlpool for residents. Unit types and sizes vary, from 1,160 – 4,200 s.f.. An underground parking garage accommodates 176 cars.

Shellbourne Conference Center, Valparaiso, Indiana

Shellbourne Conference Center serves as a religious retreat facility for the Opus Dei Organization of the Catholic Church. Nagle Hartray is currently working on the development of the Phase II expansion which will provide two new wings. Within the East Wing is a new administration area with guest quarters, dining rooms, a large kitchen, a laundry facility, and Main Oratory. The West Wing will include a new conference center building with 40 bedrooms and related common facilities.

WNUR-FM, Northwestern University, Evanston, Illinois

The project consists of the relocation of Northwestern University's award-winning student radio station, WNUR-FM 89.3. Comprised of 2,250 s.f., the project includes acoustically sensitive spaces for on-air broadcasting, a performance studio, and production control room as well as administrative spaces. Mr. Castellano worked on the design development and construction documents phase of this project.

Dodson Place Mixed-Use, Geneva, Illinois

This 18,000 s.f. mixed-use development includes commercial use on the first floor and two floors of residential above. Parking is below grade. The project is located across the street from the Dodson Place retail development, also designed by our firm.

Student Dining and Residential Programs Building, University of Illinois, Urbana-Champaign

This new dining hall will serve meals to 3,600 students, the largest segment of student housing on the campus. Nagle Hartray is providing construction documents for this \$40m project designed to achieve a LEED Silver rating. Mr. Castellano was responsible for enclosure and envelope coordination for this project.

Monica I. Gruse-Hartman, IIDA

Interior Designer

Length of Time with Nagle Hartray

4 years

Length of Time in the Design Industry

13 years

Client References

Mr. Dave Moeller, Head of Facilities
Harpo Studios
110 N. Carpenter St.
Chicago, Illinois 60607
Telephone: 312.633.1080

Ms. Anne Marie Gaura, Village Manager
Village of Montgomery
1300 South Broadway Avenue
Montgomery, Illinois 60538
Telephone: 630.896.8080

Education

Bachelor of Fine Arts in Interior Design,
1997, Illinois Institute of Art

Project Awards and Honors

- DesignShare/SCN Design Awards
2004 Citation Award, Lakes
Community High School, Antioch,
Illinois
- Published in *Learning by Design*,
2004
- AASA/AIA/CEFPI Shirley Cook Award,
The Grainger Center for Imagination
and Inquiry at Illinois Mathematics
and Science Academy
- Learning by Design Certificate of
Merit, The Grainger Center for
Imagination and Inquiry at Illinois
Mathematics and Science Academy
- AIA/Committee on Architecture for
Education Merit Award, The Grainger
Center for Imagination and Inquiry at
Illinois Mathematics and Science
Academy
- IASB/IASA/IASBO Honorable Mention
for Excellence, The Grainger Center
for Imagination and Inquiry at Illinois
Mathematics and Science Academy

Certification

National Council for Interior Design
Qualification (NCIDQ)

Ms. Gruse-Hartman joined the firm in 2005 and became an Associate Principal in 2007. She has been working in the field since 1996. Her experience includes design; interior space planning and programming; custom millwork and casework; finish and color selection; furniture selection and specifications; and client presentations. She has also been involved in the development of project specifications and standards including LEED certified projects. At Nagle Hartray, Ms. Gruse-Hartman works with the design team to seamlessly coordinate architecture and interiors. Her experience with the firm includes:

Arts Center, Francis W. Parker School, Chicago, Illinois

Ms. Gruse-Hartman worked with Francis W. Parker School of Chicago, a repeat client, on the interior design of the school's 4th floor addition. This 11,500 s.f. addition was designed with extreme care and thought at every step to meet the needs of its users – the students, the faculty, and the parents. The addition provides space for computer graphics, drama, shop and art.

Evanston Public Library Expanded Children's Services, Evanston, Illinois

Our firm worked with the library, a repeat client, on the expansion of the existing Children's Room and the build-out of The Loft – a dedicated space for teens. We collaborated with architectureisfun, Inc., on the development of age-specific zones that include interactive, museum-like elements.

Chicago Public Radio, Chicago, Illinois

Nagle Hartray worked with Chicago Public Radio on a 24,000 s.f. expansion project and 20,000 s.f. of renovation to accommodate growth and a change in the station's programming format.

Montgomery Village Hall, Montgomery, Illinois

Ms. Gruse-Hartman worked on the interior design of the new Montgomery Village Hall, while closely collaborating with the design architect to assure strong design integration between the building interior and exterior. The 25,000 s.f. building overlooks the Fox River.

Harpo Studios, Chicago, Illinois

Ms. Gruse-Hartman worked on renovating the interior of the Harpo facilities into more efficient and state-of-the-art workspaces. The interior renovations spread across five buildings and include 65 workstations, a multipurpose room, a green room, conference rooms, and new studio space for XM Radio broadcasts.

OWP/P Architects Inc. (1996 – 2005), Chicago, Illinois

Associate and Senior Interior Designer for the Education Market

Profile: Gene C. Mojekwu, Ph.D., P.E., S.E. President, Matrix Engineering Corporation

EDUCATION

University of Texas

- Ph.D. Structural Engineering,
1985

Texas Tech University

- M.S. Structural
Engineering, 1979

- B.S. Civil
Engineering, 1978

PROFESSIONAL REGISTRATION

Structural Engineer,
State of Illinois
Professional Engineer,
State of Illinois
and 39 other states

PROFESSIONAL AFFILIATIONS

American Concrete
Institute (ACI) (member
of Committee 340)
American Society of
Civil Engineers
(ASCE), member
Structural Engineers
Association of Illinois (SEA01)

EXPERIENCE SUMMARY

Dr. Mojekwu has over 25 years combined practical, teaching and research experience in structural engineering, advanced structural mechanics and foundation engineering. He has extensive experience in the structural design of buildings, environmental facilities and special structures, as well as evaluation, rehabilitation and restoration of existing construction.

In addition to his duties as president of Matrix Engineering Corporation, Dr. Mojekwu is active in Structural Engineering education. Since 1992, he has been an Adjunct Associate Professor of Structural Engineering, School of Architecture, University of Illinois at Chicago. He has also served in a similar capacity at Texas Tech University, The University of Texas at Arlington and Illinois Institute of Technology.

He has been published, has several award winning designs, and is an associate member of committee 340 of the American Concrete Institute. He is licensed in 40 states.

REPRESENTATIVE PROJECTS (New Construction)

- Skinner Elementary School, Chicago, IL - 3-story, 100,000 sq. ft. school with attached gymnasium
- Avondale Elementary School, Chicago, IL - 3-story, 104,709 gross sq. ft. pre-kindergarten through 8th grade school to accommodate up to 900 students
- Miles Davis Elementary School, Chicago, IL - 100,000 sq. ft. elementary school
- Edward K "Duke" Ellington, Chicago, IL - 3-story, 114,000 sq. ft. elementary school
- Anderson Academy, Chicago, IL - 3-story, 112,200 sq. ft. elementary school
- John D. Shoop Elementary School, Chicago, Illinois - 27,000 sq. ft. elementary school
- Davis-Shields School, Chicago, IL - 3-story, 83,300 sq. ft. elementary school addition
- Pickard Elementary School Addition, Chicago, IL - 4-story, 46,000 sq. ft. elementary school
- Thomas Kelly High School, Chicago, IL - 4-story, 74,000 sq. ft. structural steel building addition
- Richard E. Byrd Community Academy, Chicago, IL - 4-story, 84,000 sq. ft. structural steel building addition
- New McNair Elementary School, Chicago, IL - 94,000 sq. ft. elementary school
- New Field Elementary School, Chicago, IL - 3-story, 85,000 sq. ft. elementary school
- Mildred Lavizzo Elementary School, Chicago, IL - 3-story, 85,000 sq. ft. school
- Henry D. Lloyd Elementary School, Chicago, IL - 3-story, 75,600 sq. ft. elementary school addition

- **Bronzeville Military Academy, Chicago Public Schools, Chicago, IL - This project, recognized with an award by National Trust for Historic Places, included existing condition assessment and design for transforming the old 8th Regiment Armory, a 60,000 sq. ft. landmark building, into the nation's first public college preparatory military academy**
- **Hibbard Elementary School Addition, Chicago, IL - 3-story, 66,000 sq. ft. elementary school**
- **Van Vlissingen Elementary School, Chicago, IL - 3-story, 85,000 sq. ft. elementary school**
- **McKay Elementary School Addition, Chicago, IL - 3-story, 73,000 sq. ft. elementary school**
- **Gray Elementary School, Chicago, IL - 3-story, 54,000 sq. ft. elementary school**
- **Gale Elementary School, Chicago, IL - 4-story, 56,000 sq. ft. elementary school addition**
- **Kennedy King College, Chicago, IL - 5 buildings (athletic, culinary/theatre, academic, applied sciences and library) with a total area of approximately 500,000 sq. ft.**
- **Oakton Community College, Skokie, IL - 60,000 sq. ft. technology center**
- **Chicago State University, Chicago, IL - 145,000 sq. ft. library**
- **Child Development Center/Charter School, Governors State University, University Park, IL - 28,000 sq. ft. building with adjacencies to the main campus facility it consists of classrooms, offices, multi-purpose room and gross motor room**
- **Henry Homer Redevelopment (Phase II), Chicago, IL - 339 owner and rental units in low-rise and mid-rise buildings totaling approximately 570,000 sq. ft.**
- **4700 N. Sheridan Condominiums, Chicago, IL - 95,000 sq. ft. 12-story residential building**
- **University Village Mid-Rise, Chicago, IL - Two, 9-story, 153,000 sq. ft. residential towers**
- **West Englewood Branch Library, Chicago, IL - 7,000 sq. ft. City of Chicago Branch Library**
- **Hale Park, Chicago Park District, Chicago, IL - 15,000 sq. ft. gymnasium and multi- purpose facility**
- **Fire Station Prototype, Chicago, IL - 15,000 sq. ft. state-of-the art prototype fire station for The Chicago Fire Department**
- **Homan Square Community Center, Chicago, IL - 75,000 sq. ft. field house/community center**
- **Abla/Fosco Community Center, Chicago, IL - 2-story, 65,000 sq. ft. community center consisting of multi-purpose rooms, natatorium, gymnasium, classrooms, computer learning centers, daycare, medical facility and offices**

Profile: Sudhir Singamsethi, P.E., S.E. Project Engineer, Matrix Engineering Corporation

EDUCATION

- Illinois Institute of Technology
- M.S. in Geo-Technical Engineering, (In progress)
- University of Illinois, Urbana-Champaign
- M.S. in Structural Engineering, 2002
- Indian Institute of Technology, Delhi, India
- B.S. in Civil Engineering, 2000

PROFESSIONAL REGISTRATION

- Professional Engineer
- State of Wisconsin
- Structural Engineer,
- State of Illinois

PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction
- American Society of Civil Engineers

PROFESSIONAL REFERENCES

Design Organization, Inc
300 W. Hubbard Street
Chicago, IL 60654
(312) 324-5500
Darin Couturlax
Services: Structural Engineering
Design Services

Booth Hansen
333 S. Des Plaines
Chicago, IL 60661
(312) 869-5000
Aurelien Tsemo
Services: Structural Engineering
Design Services

SMNG - A Architects, Ltd.
936 W. Huron Street
Chicago, IL 60622
(312) 829-3355
Todd Niemiec
Services: Structural Engineering
Design Services

EXPERIENCE SUMMARY

Mr. Singamsethi has 6 years experience in structural design of municipal facilities, elementary and secondary schools, commercial buildings, low-rise and high-rise buildings, and entertainment facilities. Mr. Singamsethi has experience with many structural materials including structural steel, reinforced concrete, masonry, wood and glass fiber reinforced composites.

REPRESENTATIVE PROJECTS

- Skinner Elementary School, Chicago, IL - 3-story, 100,000 sq. ft. school with attached gymnasium
- Avondale Elementary School, Chicago, IL - 3-story, 104,709 gross sq. ft. pre-kindergarten through 8th grade school to accommodate up to 900 students
- Chicago Fire Station Engine Co. 70, Chicago, IL - 16,500 sq. ft. state-of-the-art fire station that accommodates a full complement of emergency equipment and crew
- Chicago Fire Station Engine Co. 121, Chicago, IL - 20,000 sq. ft. state-of-the-art fire station that accommodates a full complement of emergency equipment and crew
- Kennedy King College, Englewood, IL - the project includes 5 buildings (athletic, culinary/theatre, academic, applied sciences and library) with a total area of approximately 500,000 sq. ft.
- 1555 S Wabash, Chicago, IL - 280,000 sq. ft., 14-story, 176-unit condominium building consisting of 2 lower level parking areas, ground floor commercial and 12 upper residential floors
- Sankofa House, Chicago, IL - 5-story, 68,000 sq. ft. multi-family residential building
- Black Ensemble Theater, Chicago, IL - 51,000 sq. ft., 4-story performing arts theater with 300 seat main theater and 150 seat studio
- 1822 W. Irving Park, Chicago, IL - 7-story + basement mixed use building with 102 residential units and partial first floor retail
- 6800 W. Stanley Ave., Berwyn, IL - 60-unit, 5-story residential building
- 212-214 E. 41st Street, Chicago, IL - 5-story residential building
- St. Bernard Parish Water Treatment Plant, New Orleans, LA - Improvements and expansion
- North Detention Basin Pump Station and Spillway, O'Hare International Airport, Structure No. 6, Chicago, IL
- DuPage Water Commission Concrete Reservoirs, Elmhurst, IL - 30 MG reservoir
- Ozone Facility Building - Material storage and vehicle storage buildings
- Chicago Lock Control House, U.S. Army Engineers District, Corps of Engineers, Chicago, IL - major rehabilitation and control tower building design



Sachin Anand, P.E., LEED AP

Education & Certification

Oklahoma State Univ., Master of Science, 1996, Mechanical Engineering

Delhi College of Engineering, Delhi, India, Bachelor of Engineering, 1994, Mechanical

Professional Affiliations

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

National Fire Protection Association (NFPA)

American Society of Plumbing Engineers (ASPE)

Registration

LEED™ Accredited Professional

Registered Professional Engineer, Illinois

Email

sanand@dbhms.com

Principal

Sachin Anand has designed, commissioned and managed projects from commercial, residential and healthcare to industrial and award-winning sustainable. Sachin is a LEED™ accredited professional and brings several years of experience to the team. He runs the team with uncompromising quality checks at each design phase and strives to maintain the clients goals with a creative design solution. In 2007, Christy Webber Landscape's New Office, his design, was the only building in Illinois to receive the Federal \$1.80/sf credit for achieving 50% energy reduction over ASHRAE 90.1. Several of his projects have been featured in national and local publications including the Chicago Tribune.

He is an Adjunct Professor at Illinois Institute of Technology's College of Architecture. Active in ASHRAE, Sachin frequently presents on topics of sustainability for a multitude of audiences. He has spoken on topics like ASHRAE 90.1, Energy Conservation Codes, Energy Modeling, LEED, Integrated Design, etc. He has been a reviewer for projects which apply for the Green Permit Program in the City of Chicago. He has also served as a commissioning agent on several LEED projects and performed code reviews for the City of Chicago under their Developer Services program.

Publications, Presentations and Juries

- Speaker** Greening the Heartland, St Louis 2008
- Speaker** Reducing your Carbon Diet: Strategies from the Cool Tool Midwest Regional Meeting, Chicago 2008
- Speaker** National Association of Energy Service Companies Looking Under the Hood of LEED and ENERGY STAR® Certification and Ratings Systems
- Speaker** AIA National Convention, San Antonio 2007
- Speaker** ASHRAE Standard 90.1 and the IECC - what architects need to know
- Speaker** Construction Specifications Institute, Chicago 2007
- Speaker** What Design and Construction Professionals Need to Know About the Energy Codes
- Speaker** AIA Chicago Professional Development Conference, Chicago 2007
- Jury** Energy Modeling
- Speaker** AIA Kansas City Sustainable Design Awards, October 2006.
- Speaker** AIA National Convention, Los Angeles 2006
- Speaker** ASHRAE Standard 90.1 and the IECC - what architects need to know
- Speaker** ASHRAE Chicago and Illinois Chapters, 2005-2006
- Speaker** ASHRAE Standard 90.1
- Speaker** Chicago Chapter of USGBC, 2006
- Speaker** Differences between LEED NC 2.1 and LEED NC 2.2.
- Article** "Pipe Down" Consulting Specifying Engineer, March 2003
- Paper** "Comparison of Air Filtration Efficiency Measurements of Pleated and Flat Sheet Filters". SAE Paper #970671. Presented at the 1997 SAE International Congress and Exposition, Detroit, MI (Feb. 1997).



Sachin Anand,

Continued

Selected Project Experience

Sustainable Design

Aqua Tower – 83-Story High-Rise Mixed-Use Building, Chicago, IL (LEED Certified)
Green Exchange - Sustainable Business Incubator, Chicago, IL (LEED Gold)
Christy Webber Landscapes - Office and Warehouse, Chicago, IL (LEED Platinum)
Ford Calumet Environmental Center - Visitor Center, Chicago, IL (LEED Platinum)
Radio Flyer Corporate Headquarters – Office, Chicago, IL (LEED Platinum)
Net Zero Energy Home – Single Family Home, Chicago, IL (LEED Platinum)
Hybrid House – Single Family Home, Chicago, IL
Bolingbrook Corporate Center - Warehouse, Bolingbrook, IL (LEED Silver)
Gary Comer Youth Center - Mixed Use Community Center, Chicago, IL
Herman Miller Showrooms - Office Furniture Showroom, Washington DC, Dallas, TX, New York, NY (LEED Gold)
Tuthill Corporation Headquarters - Offices, Burr Ridge, IL
Chicago Christian Industrial League — Mixed Use Development, Chicago, IL
Morton Arboretum Visitor's Center - Visitor Center and Cafe, Lisle, Illinois
New Visitor Information, Education and Administrative Center - Sugar Creek Forest Preserve, Will County, IL
New Village Hall - Village of Matteson, Matteson, Illinois
Franklin & Illinois Residential Building – 26-Story High-Rise, Chicago, IL
Countryside Senior Apartments – Apartment Building, Countryside, IL (LEED Silver)
Main and Osage – Mixed use, Normal, IL (LEED Silver)

Education

UNO Charter School - Chicago, Illinois (LEED Gold)
Akiba Schechter Day School - Chicago, Illinois
Clarendon Hills Middle School - Clarendon Hills, Illinois
Additions/Renovations to HVAC Systems - Township High School District 214, Wheeling, Elk Grove, and Prospect High Schools, Illinois
University Café Renovation - Northwestern University, Evanston, Illinois
Underground Book Storage Facility - Northwestern University, Evanston, Illinois
Joliet Junior College Facility Building and Campus Center – Joliet, IL
Christ the King Jesuit College Preparatory School – Chicago, IL

Specialty

Columbia College Media Center— Video and Sound Stages, Chicago, IL (LEED Gold)
Science Storms Exhibit, Museum of Science and Industry—Chicago, IL
Blue Planet Red Planet Exhibit, Museum of Science and Industry—Chicago, IL
Shure Technical Center - Acoustical Research Facility, Niles, Illinois
Shure Critical Learning Center - Recording Studio, Niles, Illinois
Cutters - Sound Rooms and Editing Studios, Chicago, Illinois
Outsider - Sound Rooms and Editing Studios, Chicago, Illinois
Chicago Seminary – Chicago, IL

HVAC Upgrades

Chicago Temple - High Rise Infrastructure Replacement, Chicago, IL
Renovation Senior Citizen Housing - Sullivan/Racine Apartments, Chicago Housing Authority
Chiller Replacement 33-Story High Rise Condominiums - 535 North Michigan, Chicago, Illinois
Design of Replacement Chiller - Harbor House Condominiums, Chicago, Illinois
West Pavilion HVAC Upgrade - Museum of Science and Industry, Chicago, IL
HVAC Upgrades - Sherwood Elementary School, Chicago, Illinois



Sachin Anand,

Continued

Residential

Hybrid House - Energy Efficient Single Family Home, Chicago, Illinois
Net Zero Energy House - Ravenswood and Argyle, Chicago, Illinois
Clara's Village - Low Income Housing, Chicago, Illinois (Chicago Green Homes Project)
Complete MEP Renovation, 252 Unit, 5 Bldg. - (CHA) Chicago, Illinois
Franklin & Illinois Residential Building - 26-Story High-Rise.
The Elysian - 60 Story High Rise, Chicago, Illinois
Shellbourne Conference Center Expansion - Valparaiso, IN

Offices

e-Suites Remodeling - Museum of Science of Industry, Chicago, Illinois
Yellow Mezzanine Offices - Museum of Science of Industry, Chicago, Illinois
Adaptive Re-Use Offices - University of Illinois, Chicago, Illinois
Mechanical and Plumbing Upgrades - McHugh Office Building, Chicago, Illinois

Restaurants

Baja Fresh 5,000 sq. ft. Restaurant - 3 Locations, Chicago, Lombard, Riverwoods, Illinois
Elephant Bar Restaurant, 4,000 sq. ft. - California
ESPN Zone - Chicago, IL

Hospitals

Multiple Tenant Upgrades - University of Chicago Hospitals - Chicago, Illinois

Libraries

Northwestern University Library - Multiple Projects, Evanston, IL
Oakbrook Public Library - Oak Brook, IL
Zion Benton Library - Zion, IL
University of Chicago Harper Library - Chicago, IL
Poetry Foundation Library Center - Chicago, IL



Victor Avila

Education & Certification

Associate degree in Engineering Science (AES), Harold Washington College, Chicago, Illinois, 1996

Electrical Technology Certification (ETC), Electric Association, 1990

Professional Affiliations

Consulting Electrical Engineers (CEE)
Electric Association (EA)
Hispanic American Construction Industry Association (HACIA)
Hispanic Alliance for Career Enhancement (HACE)

Contact Information

303 W. Erie
Chicago, IL 60610
vavila@dbhms.com

Principal

Victor Avila is one of four principals at dbHMS Engineering. His role specializes in the design, management and engineering of electrical systems including lighting, power, fire alarm, security, as well as quality control.

Victor has over seventeen years of experience in the building construction industry involving Electrical Systems Design, engineering and project management. He has also provided construction support, construction estimates and value engineering services, from preliminary conceptual design to final construction punch list, commissioning and project close-out.

Selected Project Experience

Schools

Blophsycological Science Building, Demolition and Renovation, 50,000 sq. ft. - University of Chicago, Chicago, Illinois

Frey Science & Engineering Center, Demolition and Renovation 50,000 sq. ft. - University of St. Thomas, St. Paul, Minnesota

Allison Hall Dining Facility and Renovation - Northwestern University, Evanston, Illinois
Annexes to 22 Schools - Chicago Public Schools, Chicago, Illinois

Technology

New Mobile Telephone Switching Office Building, 16,000 sq. ft. - Cingular Wireless, 24 Locations throughout U.S.

Data Center Building Addition, 7,000 sq. ft. - Follett Educational Services, Woodridge, Illinois

New Data Center Buildings, 18,000 sq. ft. - U.S. Cellular, 12 Locations throughout U.S.

New Mobile Telephone Switching Office Building, 12,000 sq. ft. - Verizon Wireless, 6 Locations throughout U.S.

Renovations for Video Hub Offices, 6,000 sq. ft. - AT&T, 24 Locations in the Midwest

Telecom Switching Office Renovations, 5,800 to 8,000 sq. ft. - Level-3 Communications, Chicago, Illinois & Akron, Ohio

Telecom Switching Office Renovations, 4,900 to 11,000 sq. ft. - Net-Tel Communications, 12 Locations throughout U.S.

Telecommunications Switch Equipment Central Office, 8,000 to 60,00 sq. ft. - AT&T, Various Locations

Broadwing Data Center Renovation, 40,000 sq. ft. - Chicago, Illinois

Telecom Switching Office Renovation, 9,000 sq. ft. - TDS Metrocom, Madison, Wisconsin

New Cellular Phone Manufacturing Plant, 100,000 sq. ft. - Motorola, Schaumburg, Illinois

Commercial

New Conference Center, 100,000 sq. ft. - Federal Reserve Bank of Chicago, Chicago, Illinois

Office and Laboratory Renovation - American Dental Association of Science, Chicago, Illinois

New High Rise Office Building, 75,000 sq. ft. - May & Speh, Downers Grove, Illinois

Office and Research Laboratory Alterations - BP, Naperville, Illinois

New Shopping Center, 500,000 sq. ft. - Somerset Mall, Troy, Michigan

Government and Municipal

New Security System Upgrade, 1,500,000 sq. ft. - City of Chicago Department of Water Management, Chicago, Illinois

New Security Surveillance System & Generator Upgrades - City of Chicago Department of Water Management, Chicago, Illinois

Renovation and Building Upgrades, 30,000 sq. ft. - General Services Administration,



Victor Avila,
Continued

Chicago, Illinois

Medical

Lakeside Medical Center Modernization, 40,000 sq. ft. - Department of Veterans Affairs, Chicago, Illinois

West Side Medical Center Renovation and Expansion, 28,000 sq. ft. - Department of Veterans Affairs, Chicago, Illinois

Edward Hines Medical Center Modernization, 80,000 sq. ft. - Department of Veterans Affairs, Chicago, Illinois



Mir Zakaria

Education & Certification

Illinois Institute of Technology, Chicago,
Master of Mechanical & Aerospace
Engineering, 2001

Bangladesh University of Engineering
and Technology, Dhaka, Bangladesh,
Bachelor of Science, Mechanical
Engineering, 1996

Professional Affiliations

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

Registration

Engineer-In-Training License, State of
Illinois

Email

mzakaria@dbhms.com

Senior Mechanical Engineer

Mir Zakaria is a senior mechanical engineer at dbHMS and manages diverse projects like high rise buildings and dwellings that offer cutting-edge energy solutions. He has honed his engineering skills to provide quality energy modeling and mechanical engineering solutions.

Selected Project Experience

Sustainable Design

Green Exchange - Sustainable Business Incubator, Chicago, IL (LEED Gold)
Christy Webber Landscapes - Office and Warehouse, Chicago, IL (LEED Platinum)
Prairie Crossing Charter School - Grayslake, IL (LEED Gold)
Gary Comer Youth Center - Mixed Use Community Center, Chicago, IL
Herman Miller Showrooms - Office Furniture Showroom, Washington DC, Dallas, TX, New York, NY (LEED Gold)
Chicago Christian Industrial League — Mixed Use Development, Chicago, IL
Morton Arboretum Visitor's Center - Visitor Center and Cafe, Lisle, IL
New Visitor Information, Education and Administrative Center - Sugar Creek Forest Preserve, Will County, IL

Educational

UNO Charter School - Chicago, IL (LEED Gold)
University Café Renovation - Northwestern University, Evanston, IL
Harper Library — University of Chicago, Chicago, IL
Campus Center and Greenhouse — Joliet Junior College, Joliet, IL
Underground Book Storage Facility - Northwestern University, Evanston, IL
Columbia College — Chicago, IL
School of the Art Institute of Chicago — Chicago, IL
Hinman Visitor Center — Northwestern University, Evanston, IL

HVAC Upgrades

Chicago Temple - High Rise Infrastructure Replacement, Chicago, IL
West Pavillion HVAC Upgrade - Museum of Science and Industry, Chicago, IL

Residential

68 Story Condominium Upgrades - Lake Point Towers, Chicago, IL
535 N Michigan Chiller Replacement - Chicago, IL

Commercial

Dubai International Airport — HVAC Estimation, Dubai, UAE
Mechanical System Renovation - McHugh Offices, Chicago, IL
Tenant Build-Out - Gibson's Corporate Offices, Chicago, IL
Fremont Hotel — Chicago, IL
First Federal Savings Bank — Mishawaka, IN
Naperville Animal Clinic — Naperville, IL

Institutional

Yellow Mezzanine Offices - Museum of Science of Industry, Chicago, IL
e-Learning Center Renovation - Museum of Science and Industry, Chicago, IL
Country Clubs Hills Fire Station — Country Club Hills, IL





Ali Nasir

Education & Certification

Illinois Institute of Technology,
Chicago, IL, MS - Mechanical
Engineering 2007

NED University of Engineering
& Tech., Karachi, Pakistan -
Bachelor of Engineering 2004

Professional Affiliations

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

American Society of Mechanical
Engineers (ASME)

United States Green Building Council
National and Chicago Chapter Member
(USGBC)

American Society of Plumbing Engineers
(ASPE)

Email

anasir@dbhms.com

Mechanical Engineer

Armed with a master's degree in mechanical engineering and a nose for HVAC systems, Ali has managed a range of mechanical design projects at dbHMS. Sustainable design and energy modeling are his specialties. At dbHMS, he trains interns for energy modeling and manages design projects.

Selected Project Experience

Education

Christ of the King, The Jesuit School – Chicago, Illinois
UNO Charter School - Chicago, Illinois (LEED Gold)

Residential

Main and Osage – Student Housing, Normal, Illinois
Masterson Residence – Single Family Green Home, Chicago, Illinois

Commercial

Kildeer Marketplace – Retail spaces, Kildeer, Illinois (LEED Silver)
Park One Garage – Retail spaces and parking, Chicago, Illinois

Sustainable

Shellbourne Conference Center Expansion – Community Center, Valparaiso, Indiana

Energy Audit

The Women's Treatment Center – Chicago, Illinois
Churchview Senior Housing – Chicago, Illinois
Paul Revere High School – Chicago, Illinois

Energy Modeling

Ford Calumet Environmental Center - Visitor Center, Chicago, Illinois (LEED Platinum)
Radio Flyer Corporate Headquarters – Office, Chicago, Illinois (LEED Platinum)
Bolingbrook Corporate Center 4 - Warehouse, Bolingbrook, Illinois (LEED Silver)
Bolingbrook Corporate Center - Warehouse, Bolingbrook, IL (LEED Silver)
Rock Run 9 - Warehouse, Joliet, Illinois (LEED Silver)
East Pointe – Warehouse, South Brunswick, New Jersey
UNO Kildare Ave Campus – School, Chicago, Illinois
Bowne Building- Office, 333 West Ohio, Chicago, Illinois
Wilmette Village Center – Office, 611 Green Bay Rd, Wilmette, Illinois
Fountain View – Apartment Complex, 2326 W. Giddings St., Chicago, Illinois
Devon Bank – Wheeling, Illinois
Aurora Police Station - Aurora, Illinois
Elk Grove Village Admin – Office, Elk Grove Village, Illinois
Franklin & Illinois – Apartment Complex, Chicago, Illinois
Cincinnati Museum – Museum, Cincinnati, Ohio

Specialty

City of Chicago – Energy Code Review for various buildings, Chicago, IL



Chris Sbarbaro, LEED AP

Education & Certification

University of Illinois at Chicago,
Bachelor's of Science, Mechanical
Engineering 2003

Professional Affiliations

American Society of Plumbing Engineers
(ASPE)

Registration

LEED™ Accredited Professional

Registered Engineer-In-Training (EIT),
Illinois

Email

csbarbaro@dbhms.com

Plumbing Engineer

Selected Project Experience

Chris Sbarbaro started his professional career in construction as an operating engineer where he performed multiple tasks installing storm sewer, sanitary sewer, water main, and fire hydrants loops. He then made a career change and began designing mechanical equipment, specifically for wastewater treatment. At dbHMS he focuses on the plumbing design and sustainable aspects of MEP design. He has engineered some unique systems including rainwater harvesting, solar hot water systems, earth tubes, etc. He is also proficient in energy modeling.

Residential

Aqua Tower – 86 story mixed-use, Chicago, IL (LEED Certified)
Berteau Terrace – 4 story mixed-use, Chicago, IL (LEED Certified)
Main and Osage – Student Housing, Normal, IL (LEED Certified)
Masterson Residence – Single Family Home, Chicago, IL

Sustainable

Ford Calumet Environmental Center - Visitor Center, Chicago, IL (LEED Platinum)
Radio Flyer Corporate Headquarters – Office, Chicago, IL (LEED Platinum)
FONA International – Laboratory and Pilot Plant, Geneva, IL (LEED Certified)

Specialty

Columbia College Media Center— Video and Sound Stages, Chicago, IL (LEED Gold)
Science Storms Exhibit, Museum of Science and Industry—Chicago, IL
Blue Planet Red Planet Exhibit, Museum of Science and Industry—Chicago, IL
Park One Garage – Parking Garage and Retail, Chicago, IL (LEED Certified)
Ottawa Regional Hospital Mental Health Facility – Clinic – Ottawa, IL (LEED Platinum)
Shellbourne Conference Center – Valparaiso, IN

Food Service

Bayless Restaurant – High end Restaurant, Chicago, Illinois (LEED Silver)
Logan Square Kitchen – Restaurant, Chicago, IL

LICENSE: Architect, State of Illinois

CERTIFICATION: Certified Construction Specifier, CSI

EDUCATION: Illinois Institute of Technology
Bachelor of Architecture, 1991

University of Illinois at Chicago
Certificate in Business Administration, 1999

WORK EXPERIENCE:

Jessen & Assoc., Inc.
Intern Architect
Rolling Meadows, IL
1988 - 1990

ArchiText
Managing Editor/Intern Architect/Architect
Chicago, IL
1990 - 1998

ArchiTech Consulting, Inc.
President/Treasurer/Secretary
Mount Prospect, IL
1998 - Present

PROFESSIONAL ORGANIZATIONS:

Construction Specifications Institute: Chicago Chapter

Past-President, 2006-2007

President, 2005-2006

Vice-President, Professional, 1995-1996, 2003-2004

Treasurer, 2001-2003

Construction Industry Affairs Committee, 1999-2001

Professional Director, 1993-1995, 1999-2001

Chair, Publications Committee, 1993-1996

Newsletter Editor, 1991-1996

American Institute of Architects: Chicago Chapter

AWARDS AND HONORS:

Certificate of Appreciation, Chicago Chapter, CSI 1992-1996, 1998-2007

Outstanding Service Award, Chicago Chapter, CSI 2002-2003

Publications Commendation, North Central Region, CSI, 1995

Publications Commendation, Chicago Chapter, CSI, 1993-1994

Institute Publication Commendation, CSI, 1993



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

EDUCATION

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

PROFESSIONAL REGISTRATION

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

BACKGROUND HISTORY

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

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

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

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

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

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

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

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

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

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

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

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



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

RELEVANT EXPERIENCE

Rush Hospital Addition/MOB/Parking Garage

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

Central for Green Technology, Chicago, IL

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

Park Boulevard Redevelopment, Chicago, IL

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

St. Xavier University, Chicago, IL

Terra Engineering is the campus civil engineer. We have provided civil engineering design for four new residence halls, roadway improvements, parking lots, football/track, and various other site projects. Project LEED certified project site work include permeable pavers, or oxygenate stormwater prior to detention for stormwater management as well as grading, utility, construction and site details.

Town of Cicero – Public Buildings and Parking Garage

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

Chicago Public Schools

Provided construction documents for new schools and additions, including grading, drainage and pavement rehab. Recent schools include: Southwest Area Management, Orosco, Juarez, Peterson, Kennedy King College, Albany School, Marsh School, LeMoyne School, Mather High School, Austin High School, Goudy, CCS.



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

AWARDS/AFFILIATIONS

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

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

PROFESSIONAL PAPERS

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



JAMIL BOU-SAAB, P.E. **Vice President/Principal**

EDUCATION

M.S., Construction Management, Marquette University, 1986
B.S., Civil Engineering, Marquette University, 1984

BACKGROUND HISTORY

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

Mr. Bou-Saab has been involved in civil engineering transportation projects, public works projects and site development projects for over eighteen years, as a project engineer, project manager, and as a business owner. He has been Engineer-in-charge of analysis, design and construction for major public infrastructure projects, and infrastructure for the development of facilities such as medical complexes, universities, industrial, residential, commercial and public buildings.

EXPERIENCE

2111 W. Roosevelt Road, Chicago, Illinois

Principal in charge for the preparation of construction documents for 10.8 acre site developments for approximately 407,000 square feet ten story office a one story annex building and a 780 car parking structure. Terra Engineering provided permit assistance with the City of Chicago, and IDOT.

ComEd Transfer & Sub-Stations

Provided construction documents for transfer stations in the City of Chicago at 14th & State, LaSalle-Polk, Clinton Substation TSS-148 West Loop, Ohio Substation, 120 Halstead and 14th&State. The construction documents included site demolition, site dimensional control, site grading and stormwater management, utility connections, and site details. Terra Engineering provided permit assistance with the City of Chicago and IDOT.

Lake Street, Oak Park

Principal in charge for the preparation for documents for Phase I & II and Phase III for this resurfacing project including streetscape, sewer and water main installation, curb & gutter/sidewalk replacement and street lighting / traffic signal installation and street signage and stripping.

Chicago Academy of Sciences, Chicago Academy of Sciences Park District

A new 73,000 sq. ft. building on 6.5 acre site including demolition, grading and drainage, new utilities, details and specifications.

57th Street Comfort Station, Chicago Park District

Sheet pile foundation protection for a new comfort station, including hydrographic survey, geotechnical exploration and structural engineering.

Shedd Aquarium Renovations, Chicago, IL

Senior project engineer responsible for design and management of all site improvements, including new utilities, roads, site features, grading/drainage and details.



JAMIL BOU-SAAB, P.E.
Vice President/Principal

I-74 in Peoria

Providing Value Planning for IDOT landscaping for 8 mile section of Interstate. Principal for Consultant Manager in charge of reviewing and coordinating the activities of consultants preparing plans for I-74 improvements in Peoria, IL. Provides periodic reports to IDOT, QC/QA reviews, Coordination of plan development, utilities, Right-of-way and structures. Processing final roadway plans and landscaping design.

Shedd Aquarium Improvements, Chicago

Prepared construction documents for varied exhibits for the Aquarium. Design of temporary bridge connection. Drawings included grading and drainage, utility relocations and new services, site details, specifications and construction observation.

Field Museum Improvements, Chicago

Prepared construction documents for Addition to the Field Museum and central plant. Drawings included design of temporary dock, permanent dock and expansion of basement.

Motorola MIMS Headquarter

Provided design construction documents for new 130 acre campus include three buildings, four detention/lakes, ring road and parking lots, including grading, drainage and pavement design, hydraulic and hydrological analysis.

Chicago Public Schools

Provided construction documents for over 10 new public schools, including grading, drainage and pavement design. The construction documents included site demolition, site dimensional control, site grading and stormwater management and detention, utility connections, and site details. Terra Engineering provided permit assistance with the City of Chicago.

PUBLICATIONS

"Runoff As A Resource," Civil Engineering, October, 1993.

"GIS Lays Foundation for Saudi Arabian University", Geo Info Systems, 1992.

"Application of Multi-quadric Analysis to Earthwork Volume Measurements", 1986

CONTINUING EDUCATION

Intelligent transportation System Telecommunications, National Highway Institute, 2003

"CECI/IDOT Traffic Signal Seminar", 1999.

Railroad/Highway Grade Crossing Improvements, National Highway Institute, 1999.

Introduction to GIS in Transportation, 1994.

Watershed Modeling HEC I, 1993.

Permitting Workshop for Developments in Northeastern Illinois, 1993.

ASCE Short Course on Water Surface Profile Computation and Watershed Modeling using HEC-2 and TR-20, 1992.

HEC-2 and TR-20, 1992.

University of Wisconsin, Computerized Mapping and GIS for Municipalities, 1991.



TERRA
ENGINEERING LTD.

JAMIL BOU-SAAB, P.E.
Vice President/Principal

GDS training, McDonnell Douglas CADD system, 1990.

ASCE Geographical Land Information System Implementation, 1990.

MOSS training, comprehensive civil and highway design software, 1989-90.

ASCE Short course on detention/retention in Urban Surface Water Management, 1989.



ARVIN VILLANUEVA

Project Engineer

EDUCATION

Bachelor of Science in Civil Engineering
New Jersey Institute of Technology, Newark, New Jersey, April
2003

EXPERIENCE

Project Engineer, Terra Engineering, Ltd. Chicago, IL, May 2007 – Present

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

- Police District 12
- Skinner School
- Carlson Cottage
- DuSable Harbor
- Matteson Watermain
- Park National Bank

Civil Staff Engineer, Frank H. Lehr Associates New Jersey IL, June 2003 – May 2007

- Performed various tasks involving analysis, research, planning, design, inspection, cost estimating, and consultation.
- Prepared preliminary and final site designs for residential, commercial, industrial, institutional, municipal, and federal projects.
- Presented and coordinated projects with reviewing entities, utility authorities, clients, contractors, and other design professionals.
- Furnished reports and supporting calculations for stormwater management facilities, hydraulic analysis, grading designs, construction cost estimates, environmental assessments, stream encroachment permits, soil stability analysis, foundations, and retaining structures.
- Field experience includes pile driving inspections, pile load test monitoring, subsurface investigations, percolation testing, structural inspections, dam inspections, tooting inspections, retaining wall inspections, construction & demolition monitoring.

ACTIVITIES/AWARDS

American Society of Civil Engineers
National Society of Professional Engineers



KELLY MCHUGH, LEED AP, EIT

Project Engineer

EDUCATION

BS, Civil Engineering
University of Notre Dame: IN, May 2005

EXPERIENCE

Project Engineer, Terra Engineering, Ltd.

Work accomplishments include drainage analysis and modeling, grading design, utility design, sewer design and cost estimating for commercial development projects such as schools, parks and Municipal projects. Projects include:

- I74&I155 Interchange
- Vernon Park Village Development
- Johnny's Ice House

Design Engineer I/II, SPACECO (The Burke Group)

- Duties include roadway design, grading design, utility layout, earthwork analysis, cost estimation, stormwater management.
- Permitting procedures with various agencies including villages, counties, MWRD, IDOT, CDOT, etc
- Day to day correspondence with clients, architects and other design professionals.
- Sustainability site design consultant
Solely reinstated and improved entire building's recycling program.

Intern, CEMCON, Ltd.

- Designed sanitary and storm sewer for 500+ unit subdivisions including sizing pipes, structures and setting rims, inverts and slopes.
- Used StormCAD and the TR-20 Model to analyze site drainage
- Mass Earthwork Balancing for a 750+ unit subdivision
Prepared Engineers Opinion of Cost and performed quality assurance checks for various projects

Intern, Alvord Burdick & Howson

- Created, Edited and proof-read AutoCAD plan and profile sheets
- Calculation costs analysis for laying watermain
Recorded on site data

HONORS/ACTIVITIES

American Society of Engineers
United States Green Build Council, Chicago Chapter
Emerging Green Builders, USGBC Chicago
Irish Engineers and Contractors Association
University of Notre Dame CREATE – Chicago networking in
construction and real estate



BOBBY MASON **CADD Manager**

EDUCATION

Associates in Computer Sciences
IIT Technical Institute, Greenfield, WI, April 1998

EXPERIENCE

CAD Manager, Terra Engineering, Ltd.

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

- Police District 12
- Skinner School
- Carlson Cottage
- DuSable Harbor
- Matteson Watermain
- Park National Bank

CAD Manager, Geosyntec Consultants

- Manage and prioritize all activities related to design/drafting activities.
- Project organization and management utilize CAD drawings.
- Use of AutoCAD to draft, edit, and finalize technical drawings associated with geotechnical and environmental engineering projects.
- Develop grading plans, create cross-sections and profiles, and calculate earthwork volumes.
- Use graphics, spreadsheet, and word processing software applications to prepare figures, tables, and notes for import/export to/from AutoCAD.
- Chicago IT responsibilities.

Application Engineer, Advanced Solutions

Product Manager of Autodesk software Civil 3D, Land Desktop, Civil Design, Survey, Raster Design, Autodesk Map, and experience with Map Guide software. Conduct training, support and consulting for civil and GIS clients in Advanced Solutions 5 offices in 3 states



TERRY GUEN DESIGN ASSOCIATES

I N C O R P O R A T E D

Landscape Architecture-Urban Design-Planning-Analysis

PROFILE

Terry Guen, ASLA has focused her career as landscape architect and urban designer on creating public spaces for people, enhancing the quality of the urban outdoor environment. As a student of Ian McHarg at the University of Pennsylvania, Terry incorporates ecological landscape design into aesthetically and environmentally successful places, within a framework of engineered urban infrastructure. Terry's work includes streetscape and retail area planning and urban design, mixed-use development design, housing development design in city neighborhoods, and design of parks and open spaces in urban areas. In this way, TGDA's philosophy and firm approach is to incorporate an integrated and holistic design approach to create a legacy of enduring projects focused on sustainable goals and initiatives that reduce the demands of natural resources within the entire framework of a project from inception through completion and into the future activities of the site.

Before founding TGDA, Inc. Ms. Guen worked nationally on major urban projects in New York City and Boston. As the principle of TGDA, Terry was the local landscape architect of record for Chicago's Lakefront Millennium Park, orchestrating and supervising all landscape construction and installation activities for the project. Recent ecological Masterplanning and design work includes the RiverEdge Park Masterplan and associated Phase I construction documents in Aurora, Illinois; site Masterplan and phased restoration work to the Fontana Duck Pond in Fontana, WI; and The Northeast Side Comprehensive Masterplan for Milwaukee WI. These projects demanded long-term visions for both site and client relations. To this end, TGDA worked above and beyond the typical construction documentation efforts to prepare presentation graphics for municipal presentations as well as for use in fund-raising activities related to each project.

LEED certified projects consist of Mercy Lakefront Housing (LEED Silver); Christ the King High School (LEED Silver); and prototype designs for 6 Chicago Public Schools (LEED Platinum). By necessity, these projects were highly collaborative and TGDA worked closely with other design profession to successfully and seamlessly integrate the landscape into a holistic site design that reduce site runoff and mitigate urban heat island effects of urban places.

Projects that focus on green infrastructure include landscape installations for the Household Hazardous Waste Reclamation facility in Chicago; and the MWRD Thornton Reservoir Monitoring facility. Renovations to South Martin Luther King Jr. Drive from 35th Street to 51st Street, and Dempster Street Corridor in Morton Grove, IL comprise TGDA streetscape work. These projects focus on unique ways to integrate green infrastructure strategies to collect and store runoff, filter pollutants, and provide valuable greenspace in difficult urban environments.

EDUCATION

B.A. Chemistry, Bowdoin College, Brunswick, ME, 1981

M.L.A., University of Pennsylvania, Philadelphia, PA, 1986

Certificate Urban Design, University of Pennsylvania, Philadelphia, PA, 1987



TERRY GUEN DESIGN ASSOCIATES

I N C O R P O R A T E D

Landscape Architecture-Urban Design-Planning-Analysis

PROFESSIONAL EXPERIENCE

| | |
|---------|---|
| 1983 | Fairmount Park Commission, Philadelphia, PA. |
| 1984 | Philadelphia Citywide Development Corporation, Philadelphia, PA. |
| 1985 | Coe & Lee Associates, Philadelphia, PA. |
| 1986 | 87 Wallace Roberts and Todd, Philadelphia, PA. |
| 1988 | Hanna/Olin Ltd., Philadelphia, PA. |
| 1989-92 | Carr Lynch Hack and Sandell, Cambridge, MA. |
| 1992-98 | Terry Guen, Landscape Architect |
| Current | Terry Guen Design Associates, Inc., Landscape Architecture & Urban Design |

PROFESSIONAL ACHIEVEMENTS & AWARDS

| | |
|---------|--|
| 1981-83 | Feng Chia University, Taiwan, Teaching Fellowship, Travel- Southeast Asia |
| 1986 | American Society of Landscape Architects Merit Award |
| 1986 | University of Pennsylvania, Graduate School of Fine Arts, Van Alen Travelling Fellowship for Landscape, Architecture, and Urban Design - Europe |
| 1987-78 | University of Pennsylvania, Graduate School of Fine Arts, Landscape Architecture and Regional Planning -Growth Management Planning Studio Critic |
| 1992 | First Prize, Perth Australia Waterfront Plan Competition, with Carr, Lynch, Hack, Sandell, Senior Project Landscape Architect |

LICENSURE

| | |
|------|---|
| 1987 | Commonwealth of Pennsylvania, R.L.A (inactive) |
| 1990 | Commonwealth of Massachusetts, R.L.A (inactive) |
| 1992 | State of Illinois |
| 2002 | State of Wisconsin |



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

PROFILE

Ted Haffner is landscape architectural designer with Terry Guen Design Associates. Originally from Chicago, Ted has hands-on experience in the design/build industry in Boston, MA. Ted recently graduated from Cornell University where he received both an MLA and an M.S. in Horticulture. Working closely with Dr. Nina Bassuk, Ted researched stormwater attenuation and mitigation through porous asphalt and turf surfaces combined with CU Structural Soil™ reservoirs. While at Cornell, he focused heavily on urban ecological design. In conjunction with his research, Ted was a team leader for the 2005 Cornell Solar Decathlon Team which won a second place award in the competition as well as an ASLA Student Award of Honor for Residential Design in 2006.

Ted's project experience at TGDA is extensive and broad, including Master Plan designs for the FoxWalk Riverwalk in Aurora, IL and Comprehensive planning work for the Northeast Section of Milwaukee, WI. Physical design work includes two conceptual designs, in conjunction with Conservation Design Forum, for Parson's Park for the Chicago Park District. Streetscape design includes work as project designer for the Village of Morton Grove, IL on the Dempster Street Retail Corridor Streetscape Renovation Project. Other design work includes construction documents for waterproofing repairs to Millennium Park's Harris Theater roof deck, as well as site and planting design, and field review of planting for Argonne National Labs. Ted has also created Initial Installation and Lifecycle Cost Studies for Four Boulevard Planting Options for the City of Chicago Department of Transportation's Martin Luther King Dr. Boulevard Landscape Medians Project.

EDUCATION

B.A., Cornell University, Ithaca, NY 1994
M.L.A., Cornell University, Ithaca, NY 2005
M.S., Cornell University, Ithaca, NY 2008

PROFESSIONAL EXPERIENCE

| | |
|-----------|--|
| Current- | Terry Guen Design Associates, Inc., Landscape Architectural Designer |
| 2001 | Susan Child Associates, Intern |
| 1998-2001 | Pamela Hart Associates, Cambridge, MA |

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects
Society of Municipal Arborists
Friends of the Parks

ACHIEVEMENTS & AWARDS

| | |
|------|---|
| 2006 | ASLA Student Residential Design Award of Honor |
| 2005 | James Rose Award, Cornell University |
| 2005 | ASLA Student Award of Honor, Cornell University |



TERRY GUEN DESIGN ASSOCIATES

I N C O R P O R A T E D

Landscape Architecture-Urban Design-Planning-Analysis

PROFILE

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

Kees' project experience at TGDA includes Ecological Landscape Master Plans for the City of Chicago's Ford Calumet Environmental Center and Village of Fontana, Wisconsin's Duck Pond Recreation Center. He is project designer for the Award winning Aurora's River Edge Park., Martin Luther King Jr. Boulevard Project, and Chicago Public School's Urban Model High Schools. His rendering and presentation skills have been received with outstanding client interest and community response as part of TGDA's public space design process. Additionally Kees has managed and installed multiple landscape exhibits; at the 2006 Chicago's Garden in the City Garden Show and at McCormick Place.

EDUCATION

Study Abroad, University of Sheffield, Sheffield, England, 2004

B.L.A, Wageningen University, Wageningen, the Netherlands, 2005

M.L.A, Wageningen University, Wageningen, the Netherlands, 2006

PROFESSIONAL EXPERIENCE

| | |
|---------------------|---|
| Current- 2004-05 | Terry Guen Design Associates, Inc., Landscape Designer The Office of Piet Oudolf, Master Designer, Hummelo, the Netherlands; Designer |
| 2004 | Haver Droeze, Amersfoort, the Netherlands; Jr. Landscape Architect |
| 2003 | BRO, Vught, the Netherlands; Landscape Architecture Intern |

Professional Affiliations

American Society of Landscape Architects

Midwest Ecological Landscaping Association (MELA)



TERRY GUEN DESIGN ASSOCIATES

I N C O R P O R A T E D

Landscape Architecture-Urban Design-Planning-Analysis

PROFILE

Douglas Pettay, ASLA is landscape architectural designer with Terry Guen Design Associates, Inc. Mr. Pettay has four years experience in Midwestern native landscape design, implementation, restoration, and maintenance. He has worked with both the public and private sectors in creating and restoring natural areas in Illinois. His field experience gives him a practical and aesthetic background for design work as well as familiarity with the installation process and cultural needs of various plants.

With Terry Guen Design Associates, Doug is project designer involved with site and planting design, and field review of planting installation. His recent work includes Ecological Landscape Master Plan Design for the City of Chicago's 130 Acre Hegewisch Marsh Environmental Center, LEED rated landscape designs the City of Chicago North Branch recycling center and Not-for-Profit Lakefront Mercy Housing, Landscape Design for the University of Chicago Power Plants, and green roof design for a City of Chicago Department of Aviation runway facility. His practical field experience and passion for plants is reflected in an enriched planting design for each of these projects.

Doug's field experience for the South Lakeshore Drive Reconstruction Project - Jackson Park Section included coordination with the field engineer and landscape contractor, layout of planting installations, field identification, and review of warranty conditions. Doug was responsible for layout of enhancement plantings at Millennium Park, Spring 2005, and coordinated field assessment of the Argonne National Laboratory planting areas, and the 2 mile Martin Luther King Jr. Boulevard Project.

EDUCATION

Study Abroad, Verona, Italy, January-June 2004

Language, Drawing, Landscape and Architectural Studies

B.L.A, University of Illinois, Urbana-Champaign, IL, 2005

Midwest Ecological Prescription Burn Crew Member Training Class, Chicago Wilderness 2007

PROFESSIONAL EXPERIENCE

| | |
|----------|--|
| Current- | Terry Guen Design Associates, Inc., Landscape Architectural Designer |
| 2003-04 | Conservation Land Stewardship, Field Ecology Intern |
| 2001-02 | Midewin National Tallgrass Prairie, Biological Science Aid |

PROFESSIONAL AFFILIATIONS AND ACTIVITIES

American Society of Landscape Architects

Chicago Wilderness

Chicago Area Mountain Bikers

Friends of the Chicago River, volunteer

North Park Village Complex Visioning Charrette, Summer 2006

ACHIEVEMENTS & AWARDS

2002 UIUC, Sasaki Award for Best Second Year Design



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

PROFILE

Laura DeMink, ASLA is a landscape architectural designer with Terry Guen Design Associates, Inc. Laura is originally from Downers Grove, a western suburb of Chicago. The foundation of her education is in plant biology. She recently expanded her education to design, and received her M.L.A. degree from North Carolina State University this year. Her previous experience with Midwestern plants and ecosystems has been a major influence in her design approach. She has worked in a variety of field settings that range from the monitoring of natural management practices for restoration purposes, to a foreperson for a landscape design and installation company. Her field experiences bring a practical knowledge of natural systems and a scientific understanding of how plants function. Her design education has given her an opportunity to utilize scientific principles for creative design solutions.

EDUCATION

Study Abroad, Prague, Czech Republic, January-May 2007
Language, Drawing, Beekeeping, Landscape Architectural Studies
M.L.A, North Carolina State University, Raleigh, NC, 2008
Final Project Study: productive urban public space
B.S, University of Minnesota-Twin Cities, Minneapolis-St. Paul, MN, 2000
Minor: sustainable agriculture

PROFESSIONAL EXPERIENCE

| | |
|-----------|--|
| Current- | Terry Guen Design Associates, Inc., Landscape Architectural Designer |
| 2008 | Greenways Incorporated, Intern |
| 2006 | The Conservation Fund, Consultant |
| 2003-2005 | University of Minnesota, Plant Biology Laboratory Technician |
| 2002 | The Botanic Gardens, Assistant Foreperson |

PROFESSIONAL AFFILIATIONS AND ACTIVITIES

American Society of Landscape Architects
Chicago Wilderness
Friends of the Bloomingdale Trail



Charles L. Saville

Vice President, Sieben Energy Associates, LLC.

AREAS OF SPECIALTY

- Sustainable design and LEED consulting
- Computer-based energy simulation modeling
- Lighting design and analysis
- Design review and evaluation
- Demand side reduction program design
- Renewable energy market potential assessment
- Commissioning and Re-commissioning
- Project management

EDUCATION

- Bachelor of Architecture, Illinois Institute of Technology, Chicago, IL (1997)
- Moraine Valley Community College, Engineering (1993)
- Manufacturing Arts, Gemological Institute of America, Los Angeles, CA (1987)

EXPERIENCE

Vice President, Sieben Energy Associates, LLC.(1998 – present)

As Vice President, contributes to the overall development and implementation of the annual business plan; provides leadership to all energy engineering and sustainable design projects and staff.

Responsible for development, management and implementation of sustainable design projects, energy efficiency, lighting system design, design services and controls as well as strategic energy management and planning programs, facility commissioning, retro-commissioning and demand side reduction programs for clients. In charge of coordinating projects with corporations, architects, engineers, developers, construction managers, contractors, consultants and design teams. Projects also include review and evaluation of renewable energy sources and their potential, design review and evaluation of integrated building systems, energy analysis and computer simulation modeling.

Serves as senior relationship manager for key clients in all market areas.

Intern Architect, Interplan Practice Architects (1997 - 1998)

Managed and worked on all aspects of design, construction and planning of commercial property. Responsible for new construction projects totaling \$35,000,000.

Lecturer, Triton College (2002 – present)

Foundation courses in the School of Architecture.

Lecturer, Illuminating Engineering Society (1998 - present)

Presents energy efficiency and energy efficient lighting programs to professional membership.



Lecturer, Illinois Institute of Technology (1994 - 2001)

Developed curriculum for Advanced Materials and Foundation classes.

PROFESSIONAL AFFILIATIONS

- Intern Architect, States of Illinois
- Association of Energy Engineers (AEE)
- Association of Energy Engineers – Certified Energy Manager (CEM)
- U.S. Green Building Council (USGBC)

ACCREDITATIONS

- U.S. Green Building Council, LEED Accredited Professional (LEED, AP)
- Illuminating Engineering Society of North America (IESNA)
- Illuminating Engineering Society - ED100 lighting program graduate, Chicago, IL (1998)

ADDITIONAL PROFESSIONAL TRAINING

- LEED™ Intermediate Workshop, June 2002
- Chicago Energy Conservation Code Training for Residential Buildings, May 2002
- Chicago Energy Conservation Code Training for Commercial Buildings, April 2002
- Certified Energy Manager Training Course, Association of Energy Engineers, May 2002

PUBLICATIONS AND AWARDS

“Information Resources, Incorporated-Commercial Success Stories” Energy Efficiency Success Stories, 2003

“Retro-Commissioning the Headquarters Building of Information Resources, Incorporated,” *Tenth National Conference on Building Commissioning*, May 2002.

Chicago Section IESNA 2000 EPRI Award for Lighting Design Excellence, South Shore Bank, 35th Street Branch

Erin M. Hatcher, LEED AP

LEED Project Coordinator, Sieben Energy Associates, LLC

AREAS OF SPECIALTY

- Interior design and space planning
- Materials research, specification and tracking
- LEED project documentation using "LEED Online"
- Proficiency in AutoCAD, Adobe (Various)

EDUCATION

- BFA, Interior Design, C.I.D.A., with Honors, Illinois Institute of Art, Chicago, IL

EXPERIENCE

- LEED Project Manager, Sieben Energy Associates, LLC (2008)
 - Independently manage a portfolio of sustainable design projects
 - Perform in-depth coordination with clients, architects, engineers, construction managers, contractors and other consultants
 - Track material submittal information and assist SEA clients to ensure LEED certification
- Interior Design Associate, Bozoian Group Architects (2007-2008)
 - Worked on design of variety of public commercial architectural projects
 - Drafted and prepared construction documents
 - Researched and reviewed construction material/product information
 - Assisted with design development at the conceptual and schematic stage
 - Participated in client meetings and presentations
 - Provided additional administrative/client support
- Intern Associate, Chicago Center for Green Technology (2007)
 - Updated and maintained project databases for materials tracking
 - Review and compile green product data
 - Volunteered to provide administrative and operational support
- Architectural Intern, Restoric (2006-2007)
 - Completed architectural drawings and completed the review process
 - Performed site measurement and layout verification
- Illinois Institute of Art Chicago Portfolio Show- Best in Show Marketing Material Design

PROFESSIONAL AFFILIATIONS

- American Society of Interior Design (Officer & Lead Coordination Positions)
- Member, U.S. Green Building Council

*Paul Laudolff, CPE
Principal, Director of Operations*

Mr. Laudolff is a Principal of CCS and also serves as the firm's Director of Operations. He is responsible for the overall supervision of CCS project managers and estimating teams, coordinating all activities to ensure that projects progress on schedule and within their prescribed budgets. Mr. Laudolff works closely with the firm's Operations Managers to outline work plans and staffing needs, prepare proposals, and brief team members for specific projects. With an extensive cost management background, he also reviews final estimates with clients, making suggestions and solutions for potential cost problem areas.

As a project manager and senior cost manager in the architectural, structural and civil disciplines, Mr. Laudolff's experience includes parametric cost estimating and modeling; fiscal risk management; total project budget development; constructability reviews; value engineering; bid evaluation; change order analysis; facility management planning; and business operations planning.

With over 23 years of construction industry knowledge and experience, Mr. Laudolff's experience includes hundreds of projects of all types and sizes nationwide. This experience has exposed him to a wide range of cost and risk issues, enabling him to develop a core competence in all aspects of project cost management.

A Certified Professional Estimator, Mr. Laudolff is treasurer of the Chicago chapter of the American Society of Professional Estimators (ASPE), a member of the Association for the Advancement of Cost Engineering (AACE), and a member of the Society for College and University Planning (SCUP).

Registrations/Memberships

Certified Professional Estimator (1992)
Association for the Advancement of Cost
Engineering (AACE)
Society for College and University Planning

Education

University of Wisconsin - Stout, WI (1983)
B.S. Industrial Technology (concentration in Building
Construction)

Speaking Engagements

"Cost Estimating for Design Professionals in North
Carolina"
Lorman Educational Seminar, Raleigh, NC
April 2005

"Risk Issues in Estimating and Cost Management"
*Association for the Advancement of Cost
Engineering (AACE)*
April 2002

"All Aboard! Effectively Managing Your Project"
*Life Services Network of Illinois (LSNI) Annual
Convention*
April 2002

"Monitoring Finances: What Project Managers Need
To Know To Protect the Owner's Financial Interests"
*Construction Owners Association of America
Leadership Conference*
May 2001

Publications

"Controlling Budgets to Maximize Quality"
Assisted Living Success
November 2002

"Managing Costs to Maximize Quality"
*Design, Nursing Homes Long Term Care
Management*
Spring 2002

"Cost Management: Managing the Money"
American School & University
January 2002

"Site Selection Critical to Budgeting for Capital
Project"
The Business Ledger
August 2001

Member of the Guideline Task Force Committee
creating the "Build Smart School Construction in
Illinois" handbook (November 2000)

Robert Svoboda, Jr., CPE

Operations Manager, Senior A/S/C Cost Estimator

As Operations Manager for CCS' Oakbrook Terrace office, Mr. Svoboda is responsible for the compilation of complete project estimates at all phases of design including conceptual, schematic, design development, working drawing, and construction document. He manages the workload of CCS' cost estimating teams, conducts peer reviews on all cost estimates, and ensures that internal estimating processes are followed and documented.

A senior cost estimator in the architectural, structural and civil disciplines, Mr. Svoboda routinely conducts quantity take offs, obtains market pricing, reviews plans and specifications, conducts change order reviews, and participates in value engineering exercises.

Mr. Svoboda has a broad knowledge of estimating practices. That estimating experience, together with extensive knowledge of market pricing and pricing sources, gives him a strong knowledge base for handling complex projects of all types and sizes nationwide. He is often asked to prepare comparative cost estimates of alternative construction methods and materials, making suggestions for the most effective course of action.

Prior to joining CCS, Mr. Svoboda worked for a residential builder where he was responsible for estimating, scheduling and troubleshooting, and designed a new computerized estimating strategy that lowered time and costs considerably.

A Certified Professional Estimator, Mr. Svoboda is an active member of the Association for the Advancement of Cost Engineering (AACE). He has been involved in over 250 projects of all types and sizes nationwide since joining CCS.

Experience

Firm Experience: 8 years

Industry Experience: 21 years

Education

B.S. / Business Administration

St. Norbert College - DePere, WI

Certified Professional Estimator - 2008

Project Experience

Avondale Irving Park Area Elementary School - Chicago, IL

105,000 SF new 3-story elementary school that follows the "C"-shaped prototype design to serve 900 students ranging from Pre-Kindergarten through 8th Grade. Amenities include science, computer, music and art classrooms in addition to a library, gymnasium and dining facilities. The building will incorporate the sustainable design criteria required to achieve LEED Silver Certification, including a 50% green roof.

Belmont-Cragin Area Elementary School - Chicago, IL

101,725 SF new 3-story replacement facility that will be built on 5.9 acres and will house approximately 900 students. The building will incorporate the sustainable design criteria required by the USGBC to achieve LEED Silver Certification.

Lee Pasteur Hurley Elementary School - Chicago, IL

103,537 SF new 3-story replacement school with typical elementary school amenities including a gymnasium with a stage, and a cafeteria. This building will incorporate the sustainable design criteria required by the USGBC to achieve LEED Silver Certification.

Mark T. Skinner Elementary School - Chicago, IL

100,997 SF new 3-story replacement elementary school for Pre-K through 8th Grade. Sustainable design principles will be utilized for this project, with a goal of LEED Silver certification.

Powell Elementary School - Chicago, IL

105,000 SF new 3-story replacement school that will implement the "C" shaped prototype design to serve 900 students ranging from Pre-Kindergarten through 8th Grade. This building is targeted to achieve LEED Silver certification, including 50% green roof.

Richard Driber

Senior Mechanical Cost Estimator

As a senior mechanical cost estimator, Mr. Driber provides detailed cost estimates at all phases of design for specialties such as plumbing, HVAC, fire protection, and site utilities. He has extensive knowledge of mechanical construction estimating techniques, and has the ability to interpret specifications and drawings to determine scopes of work. He has extensive knowledge of construction materials and methodology, and can develop concise mechanical labor and material quantity take-offs. Mr. Driber has a thorough understanding of the design process and is very familiar with engineering and construction codes and standards.

Mr. Driber leads CCS' team of mechanical estimators and is responsible for training entry-level associates, conducting estimate peer reviews, and also routinely deals with vendors regarding pricing issues. In addition, he also participates in value engineering exercises, back charge assessments, change order reviews, and life cycle cost analysis.

Mr. Driber has an extensive construction background and has held many positions throughout his career. He has provided management services for industrial, commercial, and large track developments as well as hard bid estimates for institutional, commercial and healthcare facilities.

A member of the Association for the Advancement of Cost Engineering (AACE) and the American Institute of Architects (AIA), Mr. Driber has provided mechanical cost estimates on over 600 projects of all types and sizes since joining CCS.

Experience

Firm Experience: 19 years

Industry Experience: 47 years

Education

Certificate of Architecture

Newark College of Engineering

Boone Clinton Elementary School - Chicago, IL
105,000 SF new 3-story middle school with standard amenities including a gymnasium with stage. This building will incorporate the sustainable design criteria required by the USGBC to achieve LEED Silver Certification.

Brighton Park I Elementary School - Chicago, IL
104,717 SF new 3-story school with typical elementary school amenities. This building will incorporate the sustainable design criteria required by the USGBC to achieve LEED Silver Certification.

Langston Hughes / Davis Developmental Elementary School - Chicago, IL
102,964 SF new 2-story elementary school that will house an integrated population of 840 disabled and non-disabled students in three small "schools-within-a-school." Sustainable features include a Discovery Garden of native plantings that will be watered with rain water captured in a cistern and play areas that utilize high reflectivity pavement to reduce urban heat island effects. This project has a target goal of LEED Silver Certification.

Powell Elementary School - Chicago, IL
105,000 SF new 3-story replacement school that will implement the "C" shaped prototype design to serve 900 students ranging from Pre-Kindergarten through 8th Grade. This building is targeted to achieve LEED Silver certification, including 50% green roof.

Southwest Area Middle School - Chicago, IL
131,886 SF new 3-story middle school for approximately 1,200 students in the Gage Park neighborhood. The school will be comprised of an "L" shaped prototype building and will consist of traditional classrooms as well as art and music classrooms, a fully accessible library, warming kitchen, dining room, and various support spaces. This project is being developed using sustainable design principles and is targeted for a LEED Silver rating.

Project Experience



James Rogers

Senior Electrical Cost Estimator

Mr. Rogers is a senior cost estimator in the electrical discipline. He provides electrical estimates at all phases of design and is familiar with all typical electrical components and systems including lighting, power distribution, receptacles, equipment connections, grounding, fire alarm, telephone, data, and security systems.

Day-to-day responsibilities include preparing itemized takeoffs for projects and contacting suppliers and reviewing historical data to determine costs for all electrical components. Mr. Rogers also analyzes time restraints and the complexity of electrical systems to determine the impact on the cost of labor and installation. He is very familiar with engineering and construction codes and standards and has developed numerous positive working relationships within the electrical construction community.

In addition to preparing cost estimates, Mr. Rogers solicits vendors and subcontractors for pricing, develops value engineering alternatives and solutions, and also provides technical direction and training to entry-level associates.

Prior to joining CCS, Mr. Rogers was the Vice-President of Pre-Construction, Director of Estimating for an electrical company in North Carolina where he was responsible for managing the estimating department and establishing an alliance vendor program.

Mr. Rogers has been involved in numerous industry organizations including being Secretary of the American Society of Professional Estimators (ASPE), a Board Member of the Mid-South Electrical Industry Association, and a member of the American Subcontractor Association, Southern Region.

Experience

Firm Experience: 3 years

Industry Experience: 36 years

Education

Courses in Science and Religious Studies
Union University - Jackson, TN

Avondale Irving Park Area Elementary School - Chicago, IL

105,000 SF new 3-story elementary school that follows the "C"-shaped prototype design to serve 900 students ranging from Pre-Kindergarten through 8th Grade. Amenities include science, computer, music and art classrooms in addition to a library, gymnasium and dining facilities. The building will incorporate the sustainable design criteria required to achieve LEED Silver Certification, including a 50% green roof.

Brighton Park I Elementary School - Chicago, IL

104,717 SF new 3-story school with typical elementary school amenities. This building will incorporate the sustainable design criteria required by the USGBC to achieve LEED Silver Certification.

Langston Hughes / Davis Developmental Elementary School - Chicago, IL

102,964 SF new 2-story elementary school that will house an integrated population of 840 disabled and non-disabled students in three small "schools-within-a-school." Sustainable features include a Discovery Garden of native plantings that will be watered with rain water captured in a cistern and play areas that utilize high reflectivity pavement to reduce urban heat island effects. This project has a target goal of LEED Silver Certification.

Lee Pasteur Hurley Elementary School - Chicago, IL

103,537 SF new 3-story replacement school with typical elementary school amenities including a gymnasium with a stage, and a cafeteria. This building will incorporate the sustainable design criteria required by the USGBC to achieve LEED Silver Certification.

Mark T. Skinner Elementary School - Chicago, IL

100,997 SF new 3-story replacement elementary school for Pre-K through 8th Grade. Features include 23 classrooms, a gymnasium, kitchen/servery, science classroom, music room, library, and administrative offices. Sustainable design principles will be utilized for this project, with a goal of LEED Silver certification.

Project Experience

CCS

CURRICULUM VITAE
EDWARD PURMANN
PRESIDENT / PRINCIPAL
EDGE ASSOCIATES, INCORPORATED

POSITIONS HELD

| | |
|--------------|--|
| 2002-PRESENT | EDGE ASSOCIATES, INC. (Formerly Design Associates, Inc.) President Schaumburg, Illinois |
| 1990-2002 | DESIGN ASSOCIATES, INC. Vice President Schaumburg, Illinois |
| 1987-1990 | CINI-LITTLE INTERNATIONAL, INC. Senior Associate/Regional Manager Schaumburg, Illinois |
| 1983-1987 | FRED SCHMID ASSOCIATES/MDR-TRICON Vice President Park Ridge, Illinois |
| 1981-1983 | MULHAUSER-McCLEARY ASSOCIATES, INC. Project Manager Houston, Texas |
| 1978-1981 | McCABE & COMPANY Project Manager Chicago, Illinois |
| 1977-1978 | CANTEEN CORPORATION Project Designer Chicago, Illinois |
| 1973-1977 | JACK McCABE ASSOCIATES Project Coordinator Palos Park, Illinois |
| 1968-1973 | LAVENTHOL & HORWATH Design Draftsman Chicago, Illinois |
| 1965-1967 | STEARNES-IMPERIAL CO. Detail Draftsman Chicago, Illinois |

EDUCATION

B.A. Degree 1981

Applied Behavioral Sciences

NATIONAL-LOUIS UNIVERSITY

Evanston, Illinois

Graduate Studies, Management

1982-1983

UNIVERSITY OF HOUSTON

Clear Lake City, Texas

OTHER

Food Service Equipment Supplies Specialist Magazine
Young Lion 1986 – Food Service Consultant

Institutions Magazine Design Award Winner 1972

CFSP Standards Committee 1987

Program Chairman NAFEM 1986

Food Facilities Consultant Society 1984 – 1990
International Member

CURRICULUM VITAE
MICHAEL B. PURMANN
CAD DRAFTSMAN
EDGE ASSOCIATES, INCORPORATED

POSITIONS HELD

2006 - PRESENT

EDGE ASSOCIATES, INC.
CAD Draftsman
Addison, Illinois

2002 - 2006

CHELLMAN AND ASSOCIATES
Sales Representative
Lake Forest, California

2001 - 2002

ANASCO INCORPORATED
Repair Technician
Addison, Illinois

EDUCATION

B.A. Degree - 2001
Media Studies-Communications
NORTHERN ILLINOIS UNIVERSITY
DeKalb, Illinois



BILL CONNER

Principal, Bill Conner Associates LLC

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

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

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

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

Employment

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

BILL CONNER ASSOCIATES LLC

Selected Projects as Consultant

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

Awards

2008 National Fire Protection Association Special Achievement Award

Publications

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

Personal

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



PAUL SANOW

Consultant, Bill Conner Associates LLC

Employment

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

Education

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

Certification & Memberships

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

Personal

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

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

BILL CONNER ASSOCIATES LLC

Cameron Baillie, P.Eng.

Current Activity

Mr. Baillie has design and test expertise in architectural, mechanical, industrial and environmental acoustics and noise control. Special areas of interest are environmental noise modeling and industrial noise impact. He has a solid background of field test methods and acoustic and vibration instrumentation. Recent projects have included ambient, diagnostic and community noise impact studies near residences, power plants and hospitals. Mr. Baillie has worked on a variety of projects including community noise impact problems, occupational noise exposure and the acoustical design of museums, multi-family dwellings, mechanical systems, hospitals, restaurants and schools.

He has done work for several mechanical engineers, architects, hospitals and property management companies such as OWP/P, Loewenberg Associates, SmithGroup, A. Epstein and Sons, Environments Group, DeStefano and Partners, Holabird and Root, SCB and John Buck Group. He has also performed work for American Electric Power, General Electric, Sargent and Lundy, Reliant Energy, FirstEnergy, British Petroleum and CenterPoint Energy.

Experience Summary

Mr. Baillie has six years of acoustical experience in addition to ten years of diversified engineering experience. At ATCO Noise Management, he was responsible for numerous noise and vibration control projects for gas turbine and coal-powered energy facilities, in addition to other industrial noise impact projects such as asbestos mines. He was involved with the design of a new gas turbine power plant for General Electric Power Systems. His expertise concerned the interpretation of noise regulations and noise impact planning and assessment.

He provided technical assistance to marketing colleagues in the preparation of proposals and seminars. He has authored and presented numerous seminars on noise control. At Enerflex Systems, Mr. Baillie measured and analyzed vibration of natural gas compression machinery. In addition to acoustics, he has experience in industrial machinery and fuels and lubricants for aircraft, ships, automobiles, industrial, agricultural and forestry equipment.

Professional Data

Licensed Professional Engineer/Alberta, Canada
Member/Institute of Noise Control Engineering

Bachelor of Engineering (Mechanical)/Carleton University

Mark Sills, Principal in Charge

Education

BA Marketing
Colorado State University
Fort Collins, CO

Design Experience

15 years CharterSills and Associates, IL
6 years The Lighting Group, CA
5 years Lighting Source, CA

Professional Associations

Illuminating Engineering Society
American Institute of Architects
Allied Member

Project Leadership

3Com Midwest Campus, IL
Commercial Interior
1998

Citadel Investments, Chicago, IL
Commercial Interior
2001

Sidley Austin, Chicago, IL
Commercial interior
2004

Erin Held, Project Designer

Education

MFA Interior Architecture
Columbia College
Chicago, IL

BFA Studio Art, Photography/Ceramics
Milliken University
Decatur, IL

Design Experience

4 years CharterSills and Associates, IL
1 year The Gettys Group
1 year Hugh Lighting Design

Professional Associations

Illuminating Engineering Society
American Institute of Architects
Allied Member

Laura Conn, Project Designer

Education

BFA Lighting Design and Production
North Carolina School of the Arts
Winston-Salem, North Carolina

Design Experience

2 year CharterSills and Associates, IL
3 year OWP/P, IL

Professional Associations

Illuminating Engineering Society
American Institute of Architects
Allied Member

Alyssa Humphries, Project Designer

Education

MFA Architectural Lighting Design
Parsons School of Design
Manhattan, New York

BFA Design
Baylor University
Waco, Texas

Design Experience

1 years CharterSills and Associates, TX
1 year CW Lighting, TX
1.5 years U Lighting, NY
2 years Mane State Music Theater, MN

Professional Associations

International Association of Lighting
Designers
Design Member
American Institute of Architects
Allied Member
Illuminating Engineering Society
United States Green Building Council

GEORGE E. KRUG AHC/CDT
297 ST. MARYS PARKWAY
BUFFALO GROVE, IL. 60089-2117
PHONE 847-537-7841 FAX 847-537-0141

Hardware Consultant

Independent Architectural Consultant (AHC), with credentials for Construction Document Technologist (CDT).

As a Independent Architectural Hardware Consultant I am not affiliated in any way with any Hardware Manufacturers, Distributors, or Sales Agency.

Over the past sixteen years the majority of my work has been with the Chicago Public Schools, consulting for Managing Architects and Architects of Record (AOR).

Recent Projects

| | |
|---------|--|
| CPS | Little Village High School |
| CPS | Albany Park Middle School |
| CPS | Haugan Middle School |
| CPS | Neal F. Simeon Career Academy |
| CPS | Claremont Academy (Anderson Academy) |
| CPS | Duke K. Ellington School |
| CFD | Air Sea Rescue Facility |
| CFD | Engine Company 63 |
| CPL | Logan Square Branch Library |
| CPL | Vodak-East Side Branch Library |
| Private | Lake Shore Medical Center – Chicago, ILL. |
| CPS | Peterson Elementary School Addition & Renovation |
| PBC/CPS | Southwest Middle School |
| BPS/CPS | Langston Hughs/Davis Developmental Elementary School |
| PBC/CPS | Mark T. Skinner Elementary School |

In Progress

| | |
|---------|---|
| PBC/CPS | South Shore Replacement High School |
| PBC/CPS | Kelly Curie Cage Park High School |
| PBC/CPS | Belmont Cragin Elementary School |
| PBC/CPS | Avondale/Irving Area Elementary School |
| PBC/CPS | Boon Clinton Elementary School |
| CPS | Benito Juarez High School Addition & Renovation |
| Private | Near North Montessori School |



American Society of Architectural Hardware Consultants



Be it known that **George E. Krug**

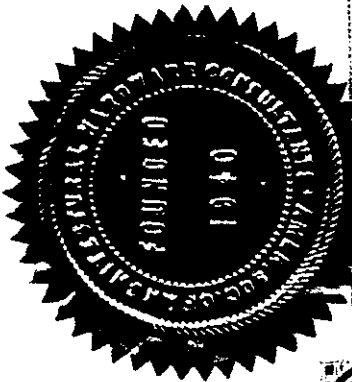
has given satisfactory

evidence that he has the qualifications as set forth in the By-laws of the Society and therefore the

Board of Directors grants to him this Certificate of Membership on the

of *February*, 19*65*

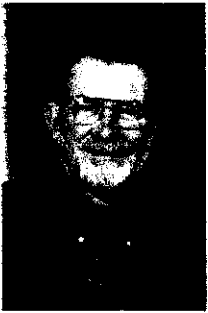
15th day



Attest

Ed. J. Merrill, D. A. C.
Secretary

.....
President



WILLIAM B. EARLY RRC, CCS

K2N SENIOR ASSOCIATE

ROOF CONSULTANT

Mr. Early is a Registered Roof Consultant, specializing in roofing and waterproofing materials application and field performance. He has conducted field evaluations, leakage investigations, and identified failure modes of most roof systems including asphalt and coal tar built-up roofing, polymer modified bitumen, elastomeric, and thermoplastic single ply membranes, and metal, slate, clay tile, and wood roofing.

A specialist since 1984, he is experienced in all facets of roof consulting: evaluating in-place roof systems on all types of structures; surveying roofing for latent moisture using infrared thermography and radioisotopic thermalization; identifying and testing roofing materials; conducting leakage and roofing failure investigations; developing roof restoration and roof replacement project manuals and construction details; coordinating project bidding; administering roofing contracts; facilitating progress meetings; monitoring roofing application. His participation in new construction projects has involved providing peer review of contract documents, shop drawings, and submittals. Qualified as an expert, he has provided testimony in dispute resolution cases.

Mr. Early has written and edited technical articles and frequently makes presentations on roofing issues. A past Director of the Roof Consultants Institute (RCI) and a charter member and past President of the Chicago Area Chapter of RCI, he is active in professional associations and has received regional and national recognitions for his contributions to RCI and the Construction Specifications Institute (CSI).

K2NCREST

Consulting Structural and Architectural Engineers



WILLIAM B. EARLY RRC, CCS CURRICULUM VITAE

Employment:

Senior Associate
K2N Crest PC
1010 Jorie Blv., Suite 320
Oak Brook, IL 60523
630.990.9595
www.k2n.com
<billearly@k2n.com>

Registrations/Certifications:

- Registered Roof Consultant
RCI, Inc., 1990
- Certified Construction Specifier
Construction Specifications Institute (CSI), 1986

Education:

Loyola University, Rome and Chicago,
Bachelor of Science, 1968

Continuing Education:

University of Wisconsin, College of Engineering,
Professional Development courses in Roofing, Specifications, and Contracts 1985-87

Regular participation: RCI Annual Convention; Chicago Area Chapter of RCI (CAC-RCI) and RCI Region 3 quarterly seminars;

Attendance: National, regional, and local roofing contractor association meetings; Seminars and workshops conducted by roofing manufacturers

International Conferences on Roofing Technology,
1993, 1995, 1997, 1999, 2002

National Roofing Legal Resource Center conferences,
1992, 2003, 2004

Professional Affiliations:

RCI, Inc., the Institute of Roofing, Waterproofing, and Building Envelope Consultants (RCI)

- Member, 1986 - present
- Director, 1987 - 1991
- Committees:
 - Jury of Fellows, 1995
 - Rossville Roof Drying Project, 1997 - 2000
 - Regional Nominating Chair, 1998 - 2002
 - Ethics, 2002 - present
 - Ethics Chair, 2006 - present
- RCI Delegate to NRCA Energy Awareness Steering Committee, 2005 - present
- Team Instructor for RCI Education modules, 2001 - present

Chicago Area Chapter of Roof Consultants Institute (CAC-RCI)

- Charter Professional Member, 2003
- Secretary, 2003, 2004
- Bylaws and Rules Chair, 2003 - present
- Vice President, 2005
- Strategic Planning Committee, 2005 - present
- President, 2006, and Past President, 2007
- Advisory Board, 2008 - present
- Chicago Roofing Alliance, Liaison, 2007 - present

Construction Specifications Institute (CSI)

- Professional member, 1987 - present
- Chapter Director, 1989-91
- Team Instructor, annual "Writing Construction Specifications" course, 1987 -2000

American Society for Testing and Materials (ASTM)

- Member, D-08 Roofing and Waterproofing Committee, 2005 - present

Roofing Industry Committee on Weather Issues (RICOWI)

- Member, 2003 - 2004

WILLIAM B. EARLY RRC, CCS CURRICULUM VITAE

Experience:

Condition Evaluations:

- Coal Tar and Asphalt Built-Up Roofing (BUR)
- Modified Bitumen (MB) Roofing
- Elastomeric Single Ply Roofing (EPDM)
- Thermoplastic Single Ply Roofing (PVC, TPO, EP, CPE, CSPE)
- Liquid-Applied roofing and waterproofing
- Sprayed Polyurethane Foam Roofing (SPF)
- Steep slope roofing materials including asphalt and wood shingles, cedar shakes, clay and cementitious tile, and slate
- Structural and architectural standing seam and lock seam metal roofing
- Waterproofing systems in horizontal and vertical applications

Investigations:

- Roofing membrane failures
 - Superficial and catastrophic
 - Material and workmanship
 - Isolated and systemic
- Infrared scanning and radioisotopic surveying for latent moisture within roofing insulation
- Mineral fiber analyses of roofing materials
- Damage to structural decking due to corrosive leachate from insulation
- Condensation formation within roofing systems, within cementitious decks, and in attics
- Due diligence / pre-purchase roofing examinations

Expert witness:

- In depositions, hearings, and court

Geographic / climatic areas:

- Throughout the continental U.S.

Structure types:

- Industrial ranging from "big box" dry warehousing to food handling, high moisture manufacturing, refrigerated storage, and corrosive processing
- Commercial office buildings, low to high rise
- Public and private schools
- Multi-unit condominium, apartment and co-op buildings
- Hospitals and medical offices
- Government buildings
- Water and waste water treatment facilities
- Plazas and promenades
- Parking decks

Project Management:

- Project scheduling and budget estimating
- Preliminary, outline and final roof repair and roof replacement specifications
- Creation and distribution of bidding documents
- Conducting peer reviews of documents and drawings of others
- Providing roof and detail sketches
- Developing bidders lists, conducting pre-Bid meetings, and reviewing bids
- Facilitating the execution of contracts
- Reviewing contractor submittals and conducting pre-construction meetings
- Providing periodic, part time, and full time on-site observation during roof repairs, re-roofing, and roof construction
- Responding to contractor Requests For Information (RFI), interpreting Contract Documents, and reviewing contract modification and payment requests
- Developing lists of work to be completed, conducting final roof examinations, and reviewing contract close-out documents

WILLIAM B. EARLY RRC, CCS CURRICULUM VITAE

Honors and Awards:

- CAC-RCI Gavel & Board Service Award, 2007
- RCI Certificate of Appreciation, 1998, 1999, 2000
- CSI Certificate of Appreciation, 1987

Articles Published and Presentations:

- Early, William B., "Challenges Facing the Roofing Industry," Chicago Roofing Contractors Association, January 2007
- Early, William B., "We Have Met The Enemy..." RCI Interface, January, 2006
- Early, William B., et al., "Roofing Issues Confronting Design Professionals," Chicago Chapter/CSI, April 2004
- Early, William B. & Prate, Michael, "Roofing for Building Officials and Inspectors," McHenry County College, March, 2002
- Early, William B., et al., various seminar and panel discussion topics, Illinois Chapter of the Community Associations Institute annual meetings, 1994, 1995, 2000, and 2001
- Early, William B., "Non-Destructive Roof Moisture Testing: Theory and Practice," Northern Illinois Chapter/CSI, April, 2000
- Early, William B., "Extraordinary Project Discoveries," Region 3 RCI meeting, January, 1999
- Early, William B., "Bituminous Built-Up Roof Design Considerations," Region 3 RCI meeting, January, 1998
- Early, William B., et al., "Legal Issues for Roofing Contractors," panel participant at National Roofing Legal Resource Center Symposium, Chicago, March, 1992
- Early, William B., "Roofing Selection and Design Criteria," Northern Illinois Chapter/ CSI, February, 1992
- Early, William B., "A Guide to Selecting a Roofing Consultant," Common Interest, Journal of the Community Association Institute, October, 1991
- Early, William B., "Roof Repairs: Getting Competitive Bids," Engineer's Digest, April, 1989.
- Early, William B., "Specifying Roofing, In Whose Best Interest?," The Construction Specifier, November, 1988.

JASON P. WILEN, AIA, CDT
CURRICULUM VITAE

Employment:

Senior Project Architect
K2N CREST
February 2006 to Present

Senior Project Manager
Brook Architecture
October 2003 to January 2006

Project Manager
Crest Consulting Engineers
July 1993 to September 2003

Registration:

Registered Architect Illinois
January 2000 to Present

Construction Document Technologist
July 1997 to Present

Professional Affiliations:

American Institute of Architects (AIA)
2003 to Present
Chicago Chapter: Condominium Committee
2007 to Present
Chicago Chapter: Best Practices Sub-
Committee
2007 to Present

RCI, Inc: Association of Roofing,
Waterproofing, and Building Envelope
Professionals
2007 to Present

Construction Specifications Institute (CSI)
1995 to Present
Northern Illinois Chapter President
1998 to 1999
Northern Illinois Chapter Board
1996 to 2000

Principal Duties:

Project Management: Served as lead project manager in the production of Contract and Construction Documents for a variety of restoration projects as well as new construction. Has in-depth experience, interacting and integrating the needs of the client, contractor, consultants, and staff in order to produce successful project outcomes.

Roofing Systems / Building Envelope

Consulting: Investigated and planned repairs for numerous roofing and building envelope issues. Additionally, has served as a full-time representative for Building Owners during the installation of roofing and waterproofing systems to determine if the Contractor is installing the material in general conformance with contract documents. To best serve the building users during construction, worked with the contractor, building owner and material manufacturer representatives to customize the project and solve any challenges that occurred.

Construction Administration: Worked directly with Contractors, Construction Managers, and Material Manufacturers in the field during construction to administer the contract documents and to successfully solve construction issues for both restoration and new construction projects.

Building Evaluation / Transition / Reserve

Fund Study: Evaluated building components to determine the condition and estimated useful life of critical elements for the preparation of Useful Life and Reserve Fund



JASON P. WILEN, AIA, CDT CURRICULUM VITAE

Studies, as well as Transition, Pre-Purchase and Feasibility Studies. In addition, I have given presentations to Building Managers and Boards to explain the Findings, Conclusions, and Repair Recommendations.

Construction Specifications: Researched and written both technical and non-technical construction specifications for both restoration and new construction projects.

Building Code Compliance: Served as the lead Architect during the permitting process in Chicago and other jurisdictions. Has researched and developed documents to comply with Municipal, Federal, and International Building, Zoning, and Accessibility Codes.

Field Investigations: Conducted investigations of underperforming building elements to determine the cause of water infiltration and deterioration of building elements. Has developed repair scenarios to address the Owner's short and long-term maintenance strategies.

Representative Projects:

1720 South Michigan Avenue Condominium Association: Principal author of a Transition Study for a 34-story, 498 unit high-rise condominium building in Chicago, Illinois. Managed the Mechanical, Electrical, and Plumbing sub-consultants, and coordinated with the Property Manager, Unit Owners during the investigation.

Kingsbury on the Park Condominium Association: Completed a Reserve Fund Study to evaluate common capitol elements for a 24 story, 121 unit high-rise condominium building in Chicago, Illinois. Conducted a façade evaluation from a swing stage to fulfill the requirements of the City of Chicago

Ordinance for Exterior Walls and Enclosures. Lastly, conducted water tests to determine the source of leaks into the building.

Park Federal Savings Bank: Senior Project Architect during the construction administration and close-out phase of a new building located in Chicago, Illinois. Duties included serving as main client contact during construction, and the evaluation of the contractor's construction submittals and payment applications. Conducted field observations and coordinated with the construction manager and superintendent to resolve construction issues.

Verizon Stores: Provided building envelope consulting services for numerous retail store locations experiencing water infiltration issues. Conducted field evaluations and prepared reports detailing findings, conclusions, and recommendations for repair.

Toray Carbon Fiber Plant: Provided roof consulting services for a major building addition at the production facility located in Decatur, Alabama. Duties included coordination with the construction manager, roofing contractor, and manufacturer's representative to resolve installation issues and site observations to provide quality evaluations.

Novi Town Center: Provided roof consulting services for a major roof replacement project at a shopping center located in Novi, Michigan. Duties included collaboration with staff to develop construction specifications and repair details, coordination with the construction manager, roofing contractor, and manufacturer's representative to resolve installation issues and site observations to provide quality evaluations.



JASON P. WILEN, AIA, CDT CURRICULUM VITAE

American Spring Wire Factory: Served as the full-time Owners Representative during a factory roof replacement project in Kankakee, Illinois. Duties included coordination with the roofing contractor and factory management to resolve installation issues, provide quality evaluations, evaluate structural deck replacement, and to maintain factory operation during project.

Social Security Administration Building: Provided roof consulting services for a new office building located in Norfolk, Virginia. Duties included coordination and with the construction manager, roofing contractor, and manufacturer's representative to resolve installation issues and site observations to provide quality evaluations.

Holiday Inn Baton Rouge: Authored the structural and building envelope sections of the construction specification for a six-story hotel building in Baton Rouge, Louisiana. Responsibilities also included, coordinating with the Mechanical, Electrical, Plumbing and Civil sub-contractors to incorporate their sections into the project specification.

Marriott Hotel Oak Brook: Served as the full-time Owners Representative during a major high-rise and convention hall roof replacement project located in Oak Brook, Illinois. Duties included coordination with the owner, roofing contractor, and hotel management to resolve installation issues, provide quality evaluations, and to maintain hotel operation during the three-month construction schedule.

Chess Lofts Condominium: Senior Project Architect during the construction administration

phase for a gut-rehabilitation of an eight-story, 119-unit residential building located in Chicago, Illinois. Duties included evaluating the contractor's construction submittals, payment applications and daily contact with the construction manager and superintendent to resolve construction issues. Additionally, authored the majority of the construction specifications.

Roosevelt Square Condominium Development Phase I: Senior Project Manager during the development of 26, three and six-flat residential buildings in Chicago, Illinois. Duties included supervising the production of design development and construction documents, writing construction specifications and supervising the staff during construction administration.

Westhaven Mixed-Income Development Phase IIB: Senior Project Manager during the development of 13 eight and twelve-unit residential buildings located in Chicago, Illinois. Duties included supervising the production of design development and construction documents.

One North State Building: Project Manager during a major façade restoration of a 13-story terracotta and brick masonry building in downtown Chicago, Illinois. Duties included development of the construction and bidding documents, evaluation of the façade via swing stage, and supervising staff during construction administration.

Reserve Fund and Useful Life Studies: Since 1993, authored numerous studies for a variety of residential building types, from high-rise condominium buildings to multi-building condominium complexes.

ANTHONY PARISI CURRICULUM VITAE

EMPLOYMENT:

Roof Observer
K2N Crest
April 2007 to Present

PROFESSIONAL AFFILIATIONS:

RCI, Inc: Association of Roofing, Waterproofing,
and Building Envelope Professionals
2008 to Present

PRINCIPAL DUTIES:

Roofing System Installation Observation:

Serves as a representative for Building Owners during the installation of roofing and waterproofing systems to evaluate if the Contractor is installing the material in general conformance with contract documents. Provides documentation during the construction process. Works with the Contractor, Building Owner, and Material Manufacturer representatives to customize the project according to existing conditions.

Exterior Wall Replacement Observation:

Assists the Project Manager with field observations during exterior wall system restoration. Works with the Contractor and the Owner to evaluate the progress of the Work and to address field construction issues.

Construction Document Creation:

Assists the Project Manager with the layout and production of Construction Documents to be used during the Bidding and Construction phases of the project.

Field Investigations:

Conducts evaluations of existing roofing to determine the condition and life expectancy of the existing roof system. Assists with the creation of roofing evaluation reports.

REPRESENTATIVE PROJECTS:

Mead Westvaco; Indianapolis, Indiana: Served as full-time Owners representative during a large modified bitumen built-up roof replacement project. Provided documentation during construction and worked to resolve issues with installation as to not impede activities within the building.

Carriage Oaks; Blaine, Minneapolis:

Served as full-time Owners Representative on a multi unit steep slope asphalt shingle roof replacement project. Coordinated with the Contractor and Management to communicate with tenants to evaluate satisfaction and to resolve installation issues. Conducted field observations to evaluate construction specification compliance and provided documentation.

Elgin IL Police & Public Works Buildings:

Provided full-time roof observation during the construction of both a 4-ply asphalt & 4-ply coal tar build-up roofs on a multi level police facility and large public works building. Duties included conducting field observations and coordinating with the construction manager and roofing superintendent to resolve construction issues.

HBBT Manufacturing Facility; Alsip Illinois:

Served as full-time Owners Representative during the replacement of a multi-ply asphalt built-up roof and a portion of the existing gypsum structural deck. Worked with tenant's on-site manager to allow for no production loss due to roofing project. Provided evaluations on materials, workmanship, and ability to follow construction documents.

Kraft Food Warehouse; Jacksonville, Florida:

Provided roof observation services for a single ply fully adhered EPDM roof membrane replacement. Coordinated with the construction manager, roofing contractor, and manufacturer's representative to resolve installation issues and provided documentation.

GARY H. KOCH, P.E.

VICE PRESIDENT



WALKER
PARKING CONSULTANTS

Gary Koch is the Managing Principal for the Elgin office. He oversees the overall project planning; scheduling and budgeting; quality assurance; and the maintenance of client relations. As the senior officer, he attends client meetings and evaluates data for suitable alternatives with the client's representatives.

As the Managing Principal for the Elgin office of Walker Parking Consultants, he oversees the production of all projects involving new design; restoration; new construction; and study services. The managing principal has the primary responsibility of managing the overall delivery process meeting Walker's goals and the client needs.

Gary joined Walker directly from college as a Structural Design Engineer in 1979. Since 1981, as a Project Manager, his experience includes parking facilities for universities, offices, retail, casinos, hospitals, and the United States Postal Service. He has participated in the design of over 400 parking facilities. Additionally, he has been a Field/Resident Engineer on Restoration Projects.

Education:

Bachelor of Science in Civil Engineering
University of Illinois, 1979

Professional Affiliations:

National Society of Professional Engineers
Lake County Chapter

Registrations:

Registered Professional Engineer in the states of Illinois and Michigan

Representative Projects:

Central DuPage Hospital Employee
Winfield, IL

842 space parking structure, 2001
361 space parking structure, 2009

Loyola University Medical Center
Maywood, IL

1,322 space south parking structure,
2005

Metropolitan Square

Des Plaines, IL

471 space parking structure, 2005

Northwestern University

Chicago, IL

Erie Street - 1,259 spaces, 1994

Huron Street - 2,011 spaces, 1994

Northwestern University

Erie II

Chicago, IL

967 space parking structure

Trump Tower Parking

Chicago, IL

850 space parking structure, 2004

University of Chicago

Chicago, IL

1,064 space parking structure, 2000

Webster University

St. Louis, MO

718 space parking structure, 2001

KERRY A. LANTAU

PROJECT MANAGER



WALKER
PARKING CONSULTANTS

Kerry Lantau joined Walker Parking Consultant's San Francisco office in 1998, and relocated to the Elgin office in 2003. She has extensive experience in parking project design. Her responsibilities include design of parking layouts and circulation systems, master planning and functional consulting, parking studies and reviews, and signage and graphics design.

Kerry has been the Lead Designer/Project Manager on many projects throughout the San Francisco Bay Area and Chicago Metropolitan region. She has had special training in the analysis and design of large, mixed-use parking systems and transportation facilities.

Her experience with Walker Parking Consultants includes parking structure surveys, construction document development, report writing, and construction administration activities.

Construction administration activities include participation in pre-construction and periodic progress meetings, observing construction in-progress for compliance with technical issues within project drawings and specifications, verification of work item quantities, preparation of field reports, and review of payment applications.

Education:

Bachelor of Science, Architectural Engineering
Milwaukee School of Engineering, 1998

Professional Affiliations:

National Society of Professional Engineers

Registrations:

Professional Engineer Intern, State of Illinois

Representative Projects:

600 N Lake Shore Dr Condominiums
Chicago, IL

Functional Design & Consulting, 2004

2001 York Rd. Garage Expansion
Oak Brook, IL

Project Management, 2007 - 2008

Atrium City Mixed Use Complex
Dubai, United Arab Emirates

Parking Consulting

Abu Dhabi Financial Centre
Abu Dhabi, United Arab Emirates

Functional Consulting, 2007

Bank of America Tower
Charlotte, NC

*580 space parking structure below
building - Functional Consulting, 2007*

Block 110 Parking Structure
Kansas City, MO

Functional Consulting, 2005

Central DuPage Hospital
Winfield, IL

*Supply/Demand Analysis and
Functional Review, 2005*

Downtown Parking Planning
Glen Ellyn, IL

Supply/Demand Analysis, 2008

Golden Gate Park Garage
San Francisco, CA

*Design Development of 800 space
underground parking structure, 2001*

The Lagoons

Dubai, United Arab Emirates

Functional Consulting, 2006

River Point

Chicago, IL

Functional Consulting, 2007

San Jose Intl Airport Structure
San Jose, CA

Design & Master Planning, 2003

St. Louis Galleria Garage Expansion
Richmond Heights, MO

Project Management, 2007 - 2008

Viger Mixed-Use Development
Montreal, Quebec

Parking Consulting, 2008

MARK J. LUKASICK, CPP

PARKING CONSULTANT



WALKER
PARKING CONSULTANTS

As a Parking Consultant, Mark's responsibilities include researching, analyzing and recommending solutions to parking problems through the performance of parking supply/demand, alternatives and site analysis, market and financial feasibility, and parking access and revenue control systems (PARCS) studies.

Mark joined Walker in November 2000. Prior to joining Walker Parking Consultants, Mark was employed for more than 19 years with Standard Parking in Chicago, Illinois. Hired in 1981 as a Facility Manager, he was responsible for the daily management of multiple parking facilities. These included health-care, hotel, business and commercial type parking facilities. In 1995, he was promoted to a Senior Manager of operations. His clients included Northwestern University, Northwestern Memorial Hospital, Catholic Health Partners Health Care, and Cook County Hospital. As a Senior Manager, his responsibilities included maintaining daily operations for 12 parking facilities (approximately 6,900 spaces); maintained client relationships; prepared annual budgets and monthly variance reports; assisted in the preparation of proposals for new acquisitions; acquired proposals for parking equipment and facility maintenance; and managed a staff of 9 managers and approximately 80 hourly union employees. Mark was also involved with construction and restoration/preventative maintenance projects as the field operations contact. Mark was the parking operations contact with the Northwestern University/Chicago Campus project, which was the construction of a 2,000-space and a 1,250-space parking facility. Through his 19 years of parking operations, he has acquired technical knowledge in Parking Access and Revenue Control Systems (PARCS).

Education:

Business Mid-Management
Certificate of Accounting
Daley College, Chicago, Illinois

Professional Affiliations:

National Parking Association (NPA)

Registrations:

Certified Parking Professional (CPP)

Representative Projects:

University of Chicago
Chicago, IL
*Supply/Demand Study Alternatives
Analysis and Mgmt Study
2005*

Loyola University Medical Center
Maywood, IL
*Supply/Demand Parking Study
2004*

Dominican University
Trammell Crow Company
River Forest, IL
*Supply/Demand and Alternatives Analysis
2002*

Delnor Community Hospital
Geneva, IL
*Supply/Demand Parking Study
2000*

Good Samaritan Hospital
Downers Grove, IL
*Supply/Demand Parking Study
2000*

Sherman Hospital
Sherman Health Systems
Elgin, IL
*Supply/Demand Parking Study
2003*

Westlake Hospital
Melrose Park, IL
*Supply/Demand and Alternatives Analysis
2003*

Provena St. Joseph Medical Center
Joliet, IL
*Supply/Demand Parking Study
2004*

St. Mary of Nazareth Hospital
Chicago, IL
*Supply/Demand and Alternatives Analysis
2004*

City of St. Charles
St. Charles, IL
*Supply/Occupancy Analysis
2004*

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE G

OTHER CONDITIONS

**ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497**

NONE

PUBLIC BUILDING COMMISSION OF CHICAGO

**EXHIBIT A
DISCLOSURE OF RETAINED PARTIES**

**ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497**

Affidavit follows on next page

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497

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 PS1497
Description of goods or services to be provided under Contract: Architect of Record Services
2. Name of Consultant: Nagle Hartray Danker Kagan McKay Penney Architects Ltd.
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.

E.D. Penney
Signature

12 Feb 09
Date

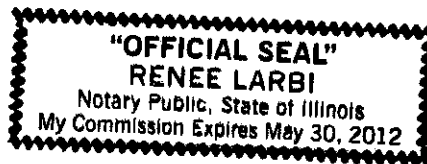
Eric Penney
Name (Type or Print)

Secretary
Title

Subscribed and sworn to before me

this 12th day of Feb 2009

Renee Larbi
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

**ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497**

Affidavit follows on next page

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B
DISCLOSURE AFFIDAVIT

ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497

Name: Nagle Hartray Danker Kagan McKay Penney Architects Ltd.

Address: 30 W. Monroe, Suite 700, Chicago, Illinois 60603

Telephone No.: 312.425.1000

Federal Employer I.D. #: 36-2801256 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 Consultant is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Eric Penney as Secretary
(Name) (Title)

and on behalf of Nagle Hartray Danker Kagan McKay Penney Architects Ltd.
("Bidder/ Proposer" or "Consultant") 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/Consultant is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

PUBLIC BUILDING COMMISSION OF CHICAGO

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

- a. State of Incorporation or organization Illinois
- b. Authorized to do business in the State of Illinois: Yes No

- c. Names of all officers of corporation or LLC (or attach list):
- Names of all directors of corporation or LLC (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|---------------------------------|-----------------------|---------------------------------|-----------------------|
| Dirk W. Danker, AIA | President | Dirk W. Danker, AIA | President |
| Howard A. Kagan, AIA | Treasurer | Howard A. Kagan, AIA | Treasurer |
| Donald J. McKay, AIA | Vice President | Donald J. McKay, AIA | Vice President |
| Eric D. Penney, AIA, LEED AP | Secretary | Eric D. Penney, AIA, LEED AP | Secretary |

- 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 |
|------------------------------|--|--------------------|
| Dirk W. Danker, AIA | Nagle Hartray, 30 W. Monroe, Chicago, IL 60603 | 20% |
| Howard A. Kagan, AIA | Nagle Hartray, 30 W. Monroe, Chicago, IL 60603 | 20% |
| Donald J. McKay, AIA | Nagle Hartray, 30 W. Monroe, Chicago, IL 60603 | 20% |
| Eric D. Penney, AIA, LEED AP | Nagle Hartray, 30 W. Monroe, Chicago, IL 60603 | 20% |

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

- f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
Yes No

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

PUBLIC BUILDING COMMISSION OF CHICAGO

SECTION 2. PARTNERSHIPS

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

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Consultant is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

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

Name(s)

Address(es)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

PUBLIC BUILDING COMMISSION OF CHICAGO

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Consultant is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

PUBLIC BUILDING COMMISSION OF CHICAGO

II. CONSULTANT CERTIFICATION

A. CONSULTANT

1. The Consultant, or any affiliated entities of the Consultant, or any responsible official thereof, or any other official, agent or employee of the Consultant, 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 Consultant or agent, partner, employee or officer of the Consultant 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 Consultant or any agent, partner, employee, or officer of the Consultant 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 Consultant 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 Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

PUBLIC BUILDING COMMISSION OF CHICAGO

- 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. SUB-CONSULTANTS

1. The Consultant has obtained from all sub-consultants being used in the performance of this contract or agreement, known by the Consultant 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 Consultant, is not aware of any such sub-consultant or sub-consultant's affiliated entity or any agent, partner, employee or officer of such sub-consultant or subconsultant'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 Consultant will, prior to using them as sub-consultant, obtain from all sub-consultants to be used in the performance of this contract or agreement, but not yet known by the Consultant at this time, certifications substantially in the form of this certification. The Consultant shall not, without the prior written permission of the Commission, use any of such sub-consultants in the performance of this contract if the Consultant, based on such certifications or any other information known or obtained by Consultant, became aware of such sub-consultant, sub-consultant's affiliated entity or any agent, employee or officer of such sub-consultant or sub-consultant'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 Consultant shall cause such sub-consultants to certify as to Section II(A)(5). In the event any sub-consultant is unable to certify to Section II(A)(5), such sub-consultant shall attach an explanation to the certification.
3. For all sub-consultants to be used in the performance of this contract or agreement, the Consultant shall maintain for the duration of the contract all sub-consultants' certifications required by Section II(B)(1) and (2) above, and Consultant shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Consultant will not, without the prior written consent of the Public Building Commission of Chicago, use as sub-consultants any individual, firm, partnership, corporation, joint venture or other entity from whom the Consultant is unable to obtain a certification substantially in the form of this certification.
5. The Consultant hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its sub-consultant with any subcontract if such sub-consultant was ineligible at the time that the subcontract was entered into for award of such subcontract. The Consultant shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

PUBLIC BUILDING COMMISSION OF CHICAGO

C. STATE TAX DELINQUENCIES

1. The Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Consultant 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 Consultant 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 Consultant is unable to certify to any of the above statements [(Section II (C))], the Consultant 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 sub-consultants are to be used in the performance of this contract or agreement, the Consultant shall cause such sub-consultants to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any sub-consultant is unable to certify to any of the statements in this certification, such sub-consultant shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

1. The Consultant is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Consultant is unable to certify to the above statement, Consultant 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 Consultant 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 Consultant is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Consultant been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Consultant 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.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Consultant nor any affiliated entity of the Consultant has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Consultant 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, Consultant will not employ any sub-consultant in connection with the contract or proposal to which this Affidavit pertains without obtaining from such sub-consultant a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such sub-consultant'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 Consultant will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

a. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Consultant 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 Consultant. Furthermore, Consultant shall comply with these certifications during the term and/or performance of the contract.

PUBLIC BUILDING COMMISSION OF CHICAGO

V. VERIFICATION

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

The Consultant 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.

Eric Penney

Signature of Authorized Officer

Eric Penney
Name of Authorized Officer (Print or Type)

Secretary
Title

312.425.1000
Telephone Number

State of ILLINOIS

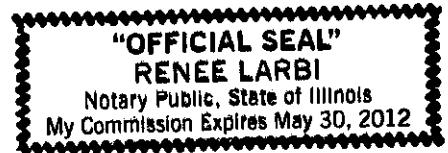
County of COOK

Signed and sworn to before me on this 12TH day of FEB, 2009 by

ERIC PENNEY (Name) as SECRETARY (Title) of

NH&KMP (Bidder/Proposer or Consultant)

Renee Larbi
Notary Public Signature and Seal



PUBLIC BUILDING COMMISSION OF CHICAGO

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

Ogden Replacement Elementary School PS1497

Project Number 05160

M:\Proposals\K12 Education\Ogden School\Proposal\Forms and Affidavits.doc

dlb/mff 02-03-2009

(Rev. Date 10-10-08)

LAST DATE PRINTED 2/12/2009

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Nagle Hartray Banker Kagan McKay Penney Architects, Ltd.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ - - Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
30 West Monroe #700

City, state, and ZIP code
Chicago, Illinois 60603

List account number(s) here (optional)

Requester's name and address (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
36-2801256

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 [Signature] Date 2/3/09

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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EXHIBIT C

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

**ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL
PS1497**

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

3. Definitions

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

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

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- (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
- (3) "Professional Service Contract" means a contract for professional services of any type.
- (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
- (5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
- (6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.
- (7) "Good faith efforts" means actions undertaken by a Professional Service Provider to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- (8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (9) "Minority" means:
- a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
 - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
 - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and
 - b. Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.
- (10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned

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by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

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

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

4. Determining MBE/WBE Utilization

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

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

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

- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

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

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

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

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

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

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

6. Evaluation of Compliance Proposals

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- 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

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performing any portion of the contract.

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

10. Disqualification of MBE or WBE

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract 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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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 B - Joint Venture Affidavit (1 of 3)

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

- 1. Name of joint venture _____
- 2. Address of joint venture _____

- 3. Phone number of joint venture _____
- 4. Identify the firms that comprise the joint venture

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

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

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.

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

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

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

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SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Commission expires:
(SEAL)

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

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

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation

Schedules follow on next page

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: **Ogden Replacement Elementary School**

Project Number: **PS1497**

FROM:

Matrix Engineering Corporation MBE WBE
(Name of MBE or WBE)

TO:

Nagle Hartray Danker Kagan McKay Penney 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 August 22, 2007. 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 Engineering Design Services

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

\$293,500

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:

Matrix Engineering Corporation

Name of MBE/WBE Firm (Print)

February 11, 2009

Date (312) 427-1200

Phone

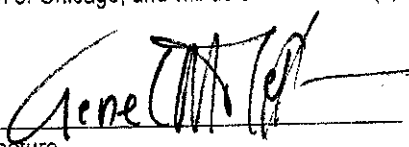
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone


Signature

Gene C. Mojekwu

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

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

August 22, 2007

Dr. Eugene C. Mojekwu
Matrix Engineering Corporation
33 West Jackson Blvd. – 4th Floor
Chicago, Illinois 60604

Annual Certificate Expires: January 1, 2009
Vendor Number: 1049093

Dear Dr. Mojekwu:

We are pleased to inform you that **Matrix Engineering Corporation** has been certified 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, 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.

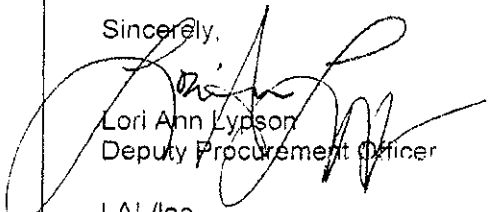
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Professional Design Firm; Structural Engineering Services and Consulting;
Professional 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 Lydson
Deputy Procurement Officer

LAL/lac





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>

February 2, 2009

Dr. Eugene C. Mojekwu
Matrix Engineering Corporation
33 West Jackson Blvd. - 4th Floor
Chicago, Illinois 60604

Dear Dr. Mojekwu:

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 April 1, 2009**.

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

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

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

la

NEIGHBORHOODS



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: **Ogden Replacement Elementary School**

Project Number: **PS1497**

FROM:

Nestbuilders dba: dbHMS MBE X WBE
(Name of MBE or WBE)

TO:

NagleHartrayDankerKaganMcKayPenney
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 10/31/2008. 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.

MEP Engineering and LEED Consulting Services

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

\$448,000.00 (four hundred forty eight thousand dollars and zero cents)

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:

dbHMS

Name of MBE/WBE Firm (Print)
2/10/2009

Date
312-915-0557

Phone



Signature
Sachin Anand
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.

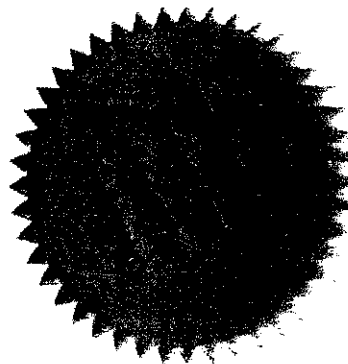
Certificate of Certification

This certificate acknowledges that

NEST BUILDERS, INC. (dba: dbHMS)

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. | CH2340 |
| NAICS Code(s) | 541330 |
| Product(s) Service(s) | ENGINEERING DESIGN SERVICES |
| Date of Certification | 10/31/2008 |
| Expiration Date | 10/31/2009 |



Shelvia C. Johnson
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: **Ogden Replacement Elementary School**

Project Number: **PS1497**

FROM:

ArchiTech Consulting, Inc. MBE _____ WBE X
(Name of MBE or WBE)

TO:

Nagle Hartray Danker Kagan McKay Penney Architects 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 July 21, 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 Specifications

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

Lump sum of \$25,000 in phases as shown on the proposal

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:

ArchiTech Consulting, Inc.
Name of MBE/WBE Firm (Print)


Signature

February 10, 2009
Date

Renee Doktorczyk
Name (Print)

224-345-3450
Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



July 21, 2008

Renee Doktorczyk, President
ArchiTech Consulting, Inc.
111 East Busse Avenue, Suite 601
Mount Prospect, IL 60056

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

Annual Certificate Expires:
Vendor Number:

October 1, 2009
1061080

Dear Ms. Doktorczyk:

We are pleased to inform you that **ArchiTech Consulting, Inc.** has been certified as a **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **WBE** certification is valid until **October 1, 2013**; 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:

Architecture Services and Consulting; Professional Design 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/ckr



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: **Ogden Replacement Elementary School**

Project Number: **PS1497**

FROM:

Terra Engineering, Ltd.

MBE _____

WBE _____

(Name of MBE or WBE)

TO:

NagleHartrayDankerKaganMcKayPenney 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 2/9/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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 design services

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:

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Terra Engineering, Ltd.

Name of MBE/WBE Firm (Print)

2/10/09

Date

312-467-0123

Phone

Signature

Karen Steingraber, P.E., President

Name (Print)

IF APPLICABLE:

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

Marcel M. Gasly,
Chief Procurement Officer

One E. DuSable
225 North LaSalle
Chicago, Illinois 60601
(312) 744-3000
http://www.cityofchicago.org

February 9, 2009

Karen Steingraber
Terra Engineering, Ltd.
225 West Ohio Street - 4th Floor
Chicago, Illinois 60654

Dear Ms. Steingraber,

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 WBE certification **until May 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 WBE in the following specialty areas:

Professional Design Services; Engineering Consulting and Services

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

NEIGHBORHOODS



IL UCP Host: IDOT

WORKS

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: Ogden Replacement Elementary School

Project Number: PS1497

FROM:

TERRY GUEN DESIGN ASSOCIATES, INC. MBE WBE
(Name of MBE or WBE)

TO:

NAGLE HARTRAY PANKER KAGAN MCKAY PENNEY
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 SEPTEMBER 19, 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.

LANDSCAPE ARCHITECTURE, URBAN DESIGN, SITE PLANNING,
MASTER PLANNING, ECOLOGICAL ANALYSIS CONSULTANT

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

to be determined

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:

NONE

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

SUB-SUBCONTRACTING LEVELS

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

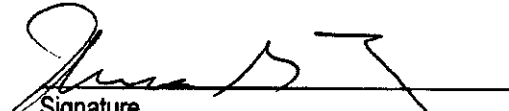
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

TERREY GUEN DESIGN ASSO. INC.
Name of MBE/WBE Firm (Print)
FEBRUARY 10, 2009
Date
312-337-9145
Phone


Signature
THERESA GUEN-MURRAY, 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

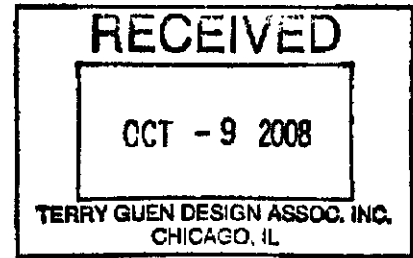
Montel M. Gayles
Chief Procurement Officer

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

<http://www.cityofchicago.org>

September 19, 2008

Theresa Guen-Murray, President
Terry Guen Design Associates, Inc.
521 West Superior, Suite #327
Chicago, Illinois 60610



Annual Certificate Expires:
Vendor Number:

August 1, 2009
1061907

Dear Mrs. Guen-Murray:

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

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

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

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

**Landscape Architect; Urban Design; Site Planning;
Master Planning; Ecological Analysis Consultant**

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

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

Sincerely,

Lori Ann Lopez
Deputy Procurement Officer

LAL/ds

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: **Ogden Replacement Elementary School**

Project Number: **PS1497**

FROM:

Construction Cost Systems, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Nagle Hartray Danker Kagan McKay Penney Architects, Ltd.
_____ 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 2/10/09. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
\$111,930.00

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:

Construction Cost Systems, Inc.



Name of MBE/WBE Firm (Print)
2/10/09

Signature
Clive Bransby

Date
630-678-0808

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

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

Phone



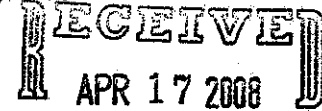
ILLINOIS

Rod R. Blagojevich, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Maureen T. O'Donnell, Acting Director

April 11, 2008



BY:.....

Clive Bransby
Construction Cost Systems Inc
1815 South Meyers Road
Suite 200
Oakbrook Terrac, IL 60181-5261

Re: MBE Recognition Certification Approval
(City of Chicago)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a minority business enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the City of Chicago's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the City of Chicago.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,

Mayra Garcia Guzman
Deputy Director
Business Enterprise Program

(L57MBE)

160 N LaSalle St. Ste. C504, Chicago IL 60601-3103

Printed on Recycled Paper

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE D

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

Name of Project: **Ogden Replacement Elementary School**

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Title
and duly authorized representative of

Nagle Hartray Danker Kagan McKay Penney Architects Ltd.

Name of Professional Service Provider
whose address is

30 W. Monroe, Suite 700

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 |
| Matrix Engineering Corporation | Structural Engineering | \$293,500 | \$ |
| dbHMS | MEP/FP Engineering | \$448,000 | \$ |
| ArchiTech Consulting, Inc. | Architectural Specifications | \$ | \$25,000 |
| Terra Engineering, Ltd. | Civil Engineering | \$ | \$86,200 |
| Terry Guen Design Associates | Landscape Architecture | \$ | \$94,263 |
| Construction Cost Systems, Inc. | Cost Estimating | \$111,931 | \$ |
| | | \$ | \$ |
| Total Net MBE/WBE Credit | | \$853,431 | \$205,463 |
| Percent of Total Base Bid | | 30.76% | 7.40% |

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

SUB-SUBCONTRACTING LEVELS

 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:

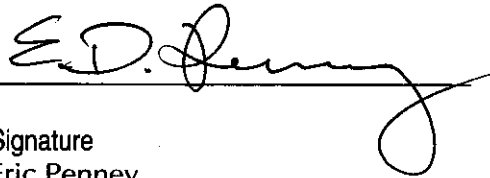
Nagle Hartray Danker Kagan McKay Penney
Architects Ltd.

Name of Professional Service Provider (Print)

Date

312.425.10000

Phone



Signature
Eric Penney
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Signature

Name (Print)

Phone/FAX

MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

**STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS
(1 of 2)**

Name of Project **Ogden Replacement Elementary School**

Contract Number **PS1497**

Date _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

(Name of Affiant)
am the _____ and duly authorized representative of

(Title)

(Name of Company)
whose address is _____

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

| MBE/WBE Name | Contract For | Amount of Contract | Total Previous Requests | Amount This Request | Balance to Complete |
|-----------------|-----------------|--------------------------|-------------------------------|---------------------------|---------------------------|
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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 D
ELECTRONIC FILE TRANSFER AGREEMENT
ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL
AGREEMENT NO. PS1497

ELECTRONIC FILE TRANSFER AGREEMENT

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)
RE: **ELECTRONIC MEDIA**
PROJECT NAME AND NO.: **OGDEN REPLACEMENT ELEMENTARY SCHOOL
AGREEMENT NO. PS1497**
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]

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID PI NAGLE-1 DATE (MM/DD/YYYY) 05/14/09

PRODUCER
Lamb, Little & Co
309 West Washington St
Chicago IL 60606
Phone: 312-332-1904 Fax: 312-332-0203

INSURED
Nagle Hartray Danker Kagan
Mckay Penney Architects Ltd.
30 West Monroe St, Suite 700
Chicago IL 60603

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER A: Hartford Underwriters Ins Co. | |
| INSURER B: Hartford Accident & Indemnity | |
| INSURER C: Lexington Insurance Company | |
| INSURER D: Travelers Indemnity Company | 25666 |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|---|--|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Primary <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRC-JECT <input type="checkbox"/> LOC | 83SBAKI3939 | 05/31/08 | 05/31/09 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 83UECLN1504 COMP/COLL \$1000 EACH | 05/31/08 | 05/31/09 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 EA ACC \$ AUTO ONLY: AGG \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000 | 83SBAKI3939 | 05/31/08 | 05/31/09 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 83WECNX7605 | 05/31/08 | 05/31/09 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000 |
| C | OTHER Prof. Liability | 084196615 | 04/19/09 | 04/19/10 | Limit 2,000,000 Ex. Limit 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Public Building Commission, City of Chicago; Chicago Board of Education are added as Additional Insured on the general liability coverage per contract.
 Waiver of subrogation is included in workers compensation and general liability

PS1497
5/15/09
[Signature]

CERTIFICATE HOLDER

Public Building Commission
City of Chicago
50 W. Washington, Rm 200
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
[Signature]

NOTEPAD:

INSURED'S NAME Nagle Hartray Danker Kagan

NAGLE-1

PAGE

OPID PI

DATE 05/14/

D) Travelers Insurance Company: Railroad Protective Liability:
Policy#SPS5122N749:Effective 5/1/09-10; \$2,000,000/\$6,000,000 limit. CTA &
PBC are are named insured on the policy. Umbrella policy is Excess of the
General liability and Workers Compensation.