

PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT CONTRACT NUMBER PS1934

WITH
DLR GROUP, INC.

TO PROVIDE

ARCHITECT OF RECORD SERVICES

FOR

CHICAGO VOCATIONAL CAREER ACADEMY

2400 EAST 87TH STREET

CHICAGO, ILLINOIS

PROJECT NUMBER 05620

Authority 01-		Public Building Commission of Chicago
Contracts 02-		Scanned <input checked="" type="checkbox"/> File Original <input checked="" type="checkbox"/> Copy To:
Process 03-	04-02-03	01 PBC:
Final/Draft 04-		02 PBC:
Contract 05-		03 UAP:
FEE 06-		04 PROJECT No: 05620
Class/Out 07-		REC'D JUL 19 2013

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Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

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

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

EXECUTION PAGE

THIS AGREEMENT effective as of March 12, 2013, 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 **DLR Group, Inc.** with offices at 222 South Riverside Plaza, Suite 2220, (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 Chicago Vocational Career Academy based on the Scope of Service 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 duly authorized representatives of the parties have executed this Agreement

~~PUBLIC BUILDING COMMISSION OF CHICAGO~~

Rahm Emanuel

Mayor Rahm Emanuel
Chairman

Date: _____

ATTEST:

[Signature]

Secretary

Date: _____

AOR: DLR GROUP, INC.

[Signature]
President

Date: 7.8.2013

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: IL

Subscribed and sworn to before me by Corey Weisman and
on behalf of Architect of Record this 8th day of July, 2013.

Monica Kirby
Notary Public

My Commission expires: 8/2/13
(SEAL OF NOTARY)



Approved as to form and legality

Anne L. Fred
Neal & Leroy, LLC

Date: July 15, 2013

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
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STANDARD TERMS AND CONDITIONS

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

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 The Architect of Record has read and agrees to comply with all provisions of the Resolution passed by the Board of Commissioners of the Commission on June 12, 2012, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

Section 3.02 The Architect of Record has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at http://www.pbcchicago.com/pdf/RES_PBC_ECR_Code_of_EthicsAmendOct32011_20110920.pdf, and is incorporated into this Agreement by reference.

Section 3.03 The Architect agrees to cooperate with all requests made the Commission's Inspector General, as set forth in the Authorization to Establish an Inspector General Function for the Public Building Commission of Chicago Resolution passed by the Commission on 10/1/2010, which shall be made available upon request.

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 4.14.

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

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

Section 4.04 Nondiscrimination. In performing under this Agreement the Architect will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The

Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Architect will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

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

Section 4.06 Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on June 12, 2012, 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 Document Control

- a.) The Commission has an on-line collaboration and document management system, (the "System"). The Architect shall use the System when providing its services to: track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative. The System shall be the mode of conveyance and repository for all Project Record Documents. The Architect shall post all Project-related documents, including Record Documents, on the System. By executing its Contract, the Architect agrees to comply with all terms and conditions required by the Commission for the use of the System.
- b.) Within 15 calendar days of the Notice to Proceed, the Architect shall designate an employee that will serve as its System Coordinator. The Architect's System Coordinator will be the point of contact for the Commission for implementation and support for the Architect's use of the System.
- c.) Employees of the Architect and its Subconsultants who will use the System must complete the training provided by the Commission. Each such employee must furnish a valid e-mail address to the Authorized Commission Representative prior to the training.
- d.) The System requires a broadband connection with the Internet (e.g., at a minimum, T1, cable modem, or DSL) for effective use. The Design Consultant must furnish its own hardware and software, including, but not limited to, personal computers, peripheral software, virus protection software and high-speed document scanners. All written communication and document transmittal from the Architect to the Commission will occur via the System. In the event that hand signatures and/or stamps are required for the document, unless otherwise directed by the Authorized Commission Representative, the transmittal of such documents shall be made simultaneously via the System and hard copy; hard copy shall be transmitted as required by the Contract Documents. Signed and/or stamped documents must be scanned and uploaded to the System.
- e.) The Architect shall be solely responsible for its use of the System, as well as use of the System by its Subconsultants.
- f.) The Architect shall submit all invoices in electronic format using the PBC's on-line collaboration and document management system. The Architect will receive training for the utilization of the system by the Commission. All submitted invoices shall include a cover page as provided by the Commission.

Section 4.09 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 4.10 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 4.11 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 4.12 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. The Commission expects the Architect to perform thorough concept design documents; schematic design; design development; construction documents; construction administration; and close-out services. The Architect 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 4.13 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 4.14 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 4.15 Representation and Covenant by Consultant. Neither the Architect nor any affiliate of the Architect is listed on any of the following lists maintained by the Office Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 4.16 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.

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 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 D.

ARTICLE VIII. INDEMNIFICATION

- a. Professional Indemnity. For claims alleging professional negligence, the Architect must defend, indemnify and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of the Architect's negligent acts, errors and omissions and misconduct in the Architect's performance under this agreement or the performance of any Subcontractor retained by the Architect in connection with this agreement.

- b. **General Indemnity.** For all other claims, the Architect must protect, defend, indemnify, hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, 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 performance under this agreement or any Subcontractor retained by the Architect in connection with this agreement.
- c. The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Party(ies), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract. For claims subject to the general indemnity, the Architect shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Architect even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Indemnified Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Architect of its obligations hereunder.

To the extent permissible by law, the Architect waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Architect's obligations. Notwithstanding the forgoing, nothing in this Article VIII obligates the Architect to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

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, City of Chicago and the Architect against claims and liabilities which could arise out of the performance of such Services, including the insurance coverages set forth in Schedule E to this Agreement.

ARTICLE X. DEFAULT

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

- (a) Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Architect by the Commission;

- (b) Any representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- (c) The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
- (e) The Architect's material failure to perform any of its obligations under the Agreement, including any of the following:
 - (i) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to Schedule C in this Agreement;
 - (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
 - (iv) Discontinuance of the Services for reasons within the Architect's reasonable control; or
 - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
 - (vi) The Architect shall have a ten day period to cure following written notice for the events of default listed here.
- (f) Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.

- (g) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, or the City of Chicago. 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 cannot 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 cannot resolve the Claim, the Architect may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 11.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

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

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

ARTICLE XII. CONFIDENTIALITY

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

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

ARTICLE XIII. ASSIGNMENT

The Architect acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Architect and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Architect, in whole or in

part, without the prior written approval of the Commission. For purposes of this paragraph, if the Architect undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Architect during any 12-month period. In the event of an assignment by the Architect without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Architect further acknowledges that the Architect represented to the Commission the availability of certain members of the Architect's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Architect must so notify the Commission in writing, and must assign other qualified members of the Architect's staff, as approved by the Commission, to the Project.

ARTICLE XIV. RELATIONSHIP OF PARTIES

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

ARTICLE XV. GENERAL

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

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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**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

**SCHEDULE A
SCOPE OF SERVICES**

- I. Part II – Design / Engineering for Three (3) Phases of Renovation of the building.**
- a) **Phase A: CTE Labs, Allied Health, Navistar, and Carpentry**
 - b) **Phase B: All other Interior program renovations**
 - c) **Phase C: Demolition of Anthony Wing and Associated Site Development**

- Terms of this agreement

Commencement date of Services: March 25, 2013 (Per PBC Board approval date)

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

A. Building Assessment (Phase A & B Only)

The Architect shall create a narrative-based work product containing sufficient detail to document existing conditions. This product shall include but not be limited to information provided by landscape, structural, mechanical, electrical, plumbing, fire protection engineers, as necessary. The following steps will be necessary in order to provide this deliverable:

1. Site visits and review of as-built drawings.
2. Building assessments including, but not limited to architectural, landscape, structural, mechanical, electrical, plumbing, life safety and civil disciplines.
 - a) Comprehensive exterior envelope assessment necessary to define exterior envelope historical preservation, restoration, structural repairs and renovation scope in tandem with the program renovations.
 - b) Comprehensive interior conditions assessment necessary to define interior restoration structural repairs, and preservation scope in tandem with program renovations.
 - c) Comprehensive building systems assessment necessary to define MEP renovations and upgrades scope in tandem with the program renovations.
3. Meeting with User Agency representatives.
4. Meetings with City Agencies as necessary, including but not limited to Bureau of Fire Prevention, MOPD, Department of Water Management, Landmarks, DHED and others.

B. Schematic & Design Development Phases (All Project Phases)

Due to the complex nature of the project, the completion of the Design Development Phase will serve as the milestone where final design, scope, schedule and budget is defined and reconciled. During the Design Development 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/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established order of magnitude design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, and the functionality and financial feasibility of the Project.
3. The Order of Magnitude Audit (OMA) is the basis of the program scope for the Project. All material deviations from the OMA Package and Site Plan must be demonstrated in a final Design Development Package by the Architect and approved, in writing, by the Authorized Commission Representative. The Commission expects the Architect to undertake a thorough review of the OMA 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 OMA 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.
4. Architect will prepare narratives, plans, elevations and other drawings and outline specifications necessary to illustrate the scope, phasing, and character of the Project in its essentials including kinds of materials, type of structure and or structural repairs, mechanical and electrical systems and such other work as may be required.
5. Preparation and presentation of documents necessary for User Agency departmental approvals.
6. 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.
7. Develop a hardware and device location plan for Commission and User Agency review and approval.
8. Develop a signage plan and specifications for Commission and User Agency review and approval.
9. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.
10. 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.

11. Review the Design Development Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required to align with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
12. Facilitate and document a sustainable design charrette and follow up sessions with all sub consultants 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 rating to be determined 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.
13. If the project is determined to seek LEED Rating, register the project as a LEED For Schools v2009 project in the Green Building Certification Institute (GBCI).
14. 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.
15. Preparation of documents necessary to illustrate any required amendments to the public right of way.
16. 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.
17. 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
18. 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.
19. Design Development Phase Deliverables include:

- a) Certification of Compliance with Commission's Design Checklist.
- b) Request for Clarification (RFC) Log
- c) Building Construction Design Development Documents (including specifications).
- d) Issuance of approved Furniture, Fixture and Equipment Plan and Schedule.
- e) Issuance of approved Hardware and Device Location Plan and Schedule.
- f) Issuance of Submittal and Closeout Matrix.
- g) Sustainable Design Goals and LEED documentation if required, including a detailed narrative describing project-specific strategies to achieve each credit, as shown in the Commission's Design Management Manual.
- h) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
- i) Updated Storm water Analysis and Management Proposal.
- j) Proposed Public Right of Way Amendment Plan.
- k) Provide an updated energy simulation model.
- l) Plan Commission Documentation for rezoning process.
- m) Issuance of initial MEP design and coordination documents.
- n) Issuance of compilation of issued Meeting Minutes.
- o) Issuance of code analysis package.
- p) Provide a complete utility coordination and public infrastructure plan.
- q) Documentation for User Agency Departmental Approvals.
- r) Issuance of milestone packages for review.
- s) Response to milestone review comments.

20. 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 (All Project Phases)

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 will be performed at 60%, and 90% on the dates listed in 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 the completion of every milestone, 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%, and 90% Construction Documents including modifications and revisions as approved by written direction of the Authorized Commission Representative.
3. Using a complete set of Construction Documents, reflecting all improvements described for the

Project provide an Architect's Estimate of Probable Construction Cost at 60% Construction Documents containing:

- a) A narrative overview of the Architect's Estimate of Probable Construction Cost compared to the Construction Budgets.
 - b) Architect'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 Architect'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. (If applicable)
 - d) A summary of all approved Construction Budget revisions.
4. Prepare and present an Architect's Estimate of Probable Construction Costs at the completion of 60% Construction Document Deliverables. Review the Construction Documents along with value engineering items with the Authorized Commission Representative to align Architect's Estimate of Probable Construction Costs with the Construction Budget.
5. At the completion each Construction Document phase 60% and 90%, 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.
6. 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 existing or designed ceiling height and the bottom of any new or existing structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of existing or new slabs. 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 and existing spaces 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.
7. 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.
8. 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.
9. 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.
10. 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.
 - c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
11. 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 Commission's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the Commission.
12. At the completion of 60% Construction Documents issue in electronic format a Green Permit or Standard Permit Review package to the Commission. The Architect shall respond to issued Permit comments within a reasonable time (not to exceed 15 days). The Green Permit Review package include:
- a) LEED registration information.
 - b) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit.
 - c) Current 60% Construction Drawings and Specifications
 - d) Energy Simulation Modeling.
13. 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. If requested by the Commission the Architect will be required to attend a meeting to discuss its performance review.
14. 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.
- ~~15. 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~~
16. 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.

17. Construction Document Deliverables for each milestone 60% and 90% include:
 - a) Certification of Compliance with Commission's Design Checklist
 - b) Design Guidelines and Standards Deviation Log
 - c) Request for Clarification (RFC) Log
 - d) Request for Design Change (RFDC) Log
 - e) Issue updated Submittal and Closeout Matrix
 - f) Site Preparation Construction Documents (including specifications)
 - g) Building Construction Documents (including specifications) and Estimate of Probable Construction Costs in the format provided by the Commission for 60% Construction Documents only.
 - h) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit, as shown in the Commission's Design Management Manual.
 - i) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
 - j) 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 Commission. An updated model must be provided with each project milestone.
 - k) Updated Storm water Analysis and Management Proposal
 - l) Compilation of issued meeting minutes
 - m) Issuance of updated zoning analysis package and required rezoning documentation as required
 - n) Issuance of updated code analysis package
 - o) Issuance of updated MEP coordination documentation
 - p) Issuance of milestone packages for review
18. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase 60% and 90%, begin the next phase on the updated and approved schedule.
19. If requested 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 (All Project Phases)

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 a Pre-Bid Meeting and present the project at the Technical Review Meeting. The purpose of the meeting is to present the project in detail and respond to questions from

prospective bidders.

3. Respond and documents Request for Information (RFI) submitted by the contractor and provide responses within a reasonable time.
4. 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.
5. 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. Attend if requested by the Commission a pre award meeting.
6. If the lowest responsive and responsible bid obtained exceeds the Construction Budget, the Commission may either award the construction contract to the lowest responsive and responsible bidder, or request that the Architect, without additional compensation, make revisions to the Project, including design, scope, quality, drawings, specifications, deletions and substitutions for the purpose of decreasing Project costs to the point that the bids received are within the Construction Budget. All such revisions require the prior written approval of the Authorized Commission Representative. The right of the Commission to require such revision and re-bidding will not be exhausted by a single revision and re-bidding, but will be a continuing right until the lowest responsive and responsible bid received is within the Construction Budget.
7. Coordinate, assemble and submit the design phase package to the LEED Authority.
8. Assist the Commission, without additional compensation, in the solicitation of new bids.

E. Construction Administration (All Project Phases)

The Architect of Record shall be on site weekly to conduct construction administration. Hourly requirement shall be determined by project complexity and scope of work. During the Construction Administration Phase, the Architect shall provide the following Services:

1. Attend and participate in regularly scheduled:
 - a) Weekly Project meetings
 - b) Environmental Project meetings
 - c) Utility Coordination Project meetings
 - d) Monthly pay applications meetings for approval of contractor pay requests.
 - e) In addition, provide no less than 12 hours of field observation of the construction per week, by the AOR and/or its sub consultants, 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 replace before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
2. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make

recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

3. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
4. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
5. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
6. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
7. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
8. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.
9. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of

the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.

10. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
11. During Construction administer the Project's LEED compliance and submittal program as follow:
 - a) Participate in the Leadership in Energy and Environmental Design (LEED) Construction kickoff mtg. Agenda by the Commission purpose of the meeting is to outline the General Contractor (GC) responsibilities; outline path for all LEED information flow throughout the project.
 - b) Serve as LEED On-Line Project Administrator:
 - i. Invite GC and whoever else Commission designates to join the LEED On-Line project.
 - c) Manage LEED On-Line Design Submittal: Coordinate, assemble and submit design package to the Green Building Certification Institute (GBCI):
 - i. Assign Design Credits to consultants etc. to upload; Set reasonable timeline for each credit upload.
 - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package prior to submittal of the whole package to GBCI for review.
 - iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
 - iv. Monitor GBCI review timeline.
 - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
 - vi. Once all responses acceptable, submit for GBCI re-review.
 - vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
 - d) Review/ comment/ approve GC's LEED Plans. Propose formats if required for Plans.
 - i. LEED AP qualifications,
 - ii. Erosion and Sedimentation Control Plan (ESCP) Plan (narrative and tracking plan)
 - iii. Waste Management Plan (narrative and tracking format - should align with requirements of Specification sections 01352 and 01524)
 - iv. Materials and Resources (MR) and Low Emitting Materials (LEM) Plans - tracking formats and narratives
 - v. Indoor Air Quality (IAQ) Plans - During Construction and Before Occupancy (Flush Out)
 - e) Administer LEED as part of Construction Administration (CA) Includes:
 - i. Review LEED submittals for all materials that need them. (Submittal is incomplete until LEED portion is also complete.)

- ii. AOR is to send MEP submittals to the Commissioning Authority (CxA); AOR's MEP consultant is to triage / review comments from CxA so only one set of comments is returned to the GC. Inform PBC if there is conflicting thinking and Owner input is required.
 - iii. Review monthly reports from GC and all backup for adequacy and completeness, and alignment with pace and submittals reported in overall submittal log.
 - iv. Have Mechanical engineer calculate or check calculations for flush-out for IAQ plan
 - v. Attend monthly LEED meetings to review monthly report content and discuss problems or concerns.
 - vi. Identify violations of IAQ management Plans during site walkthroughs. Understand content of GC's Plans and LEED credit intent.
 - vii. Keep tabs on Commissioning (Cx) process - make sure MEP consultants are engaged in / informed about the pace of the process, and any issues encountered.
- f) Manage LEED On-Line Construction Submittal: Coordinate, assemble and submit package to GBCI:
- i. Assign Construction Credits; Set reasonable timeline for each credit upload.
 - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package (does it address LEED credit requirements adequately) prior to submittal of the whole package to GBCI for review.
 - iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
 - iv. Monitor GBCI review timeline
 - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
 - vi. Once all responses are acceptable, submit for GBCI re-review.
 - vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
- g) Serve as project LEED Administrator throughout construction and closeout as required until LEED Certification is received.

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

F. Close Out Phase (All Project Phases)

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 punch list items identified in the Contractor prepared initial punch list. 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.
8. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
9. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.

II. Part III – Additional Responsibilities and Representations within the Architect's Base Scope of Services

The Architect shall provide the following Services:

- A. For all parts and phases of the project, 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 and consistent with the Amendment process set forth in Section 4.14 of the Standard Terms and Conditions.
- B. The Commission will provide an Estimate of Probable Construction Cost at all phases of the project to establish that the Probable Construction Costs are within the Construction Budget. If the Commission'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 Commission'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 shall be provided by the Architect without compensation or an extension to the Project Schedule.

- C. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with 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.
- D. At all 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; the requirements for the LEED rating designated by the Commission are set forth in the US Green Building Council LEED Reference Guide. LEED requirements are to be fully integrated into the bid documents, including drawings and specifications, and are included in the scope of the Architect's responsibilities with respect to contract administration.
- E. At all phases of the project the Architect shall review the Commission's Environmental and Geotechnical Consultant's findings, and fully coordinate the Construction Documents. The Architect shall include the Commission's Environmental and Geotechnical Consultant's documentation in the Construction Documents at each milestone and Issue for Bid Documents.
- F. At all phases of the project 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, and material/product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.
- G. Develop a furniture, fixture and equipment plan to locate electronic devices, including power, data, communications, security and life safety equipment.
- H. 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).

- I. 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.
- J. 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.
- K. The Architect will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.
- L. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
 1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Deputy Director of Utility Coordination. The Architect will assist the Deputy Director of Utility Coordination as necessary.
 2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
 3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
 4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
 9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
 10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
 11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
 12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and

coordination for the relocations and new infrastructure.

- M. 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.
- N. 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.

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**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

**SCHEDULE B
PROJECT DOCUMENTS**

NONE

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

**SCHEDULE C
PROJECT SCHEDULE**

A. Building: Schematic Design Phase:

Schematic Design: Schematic Design documents shall be completed no later than (See below), 2012.

Bid Package 1	21 Jun 2013 (Concept/Building Assessment)
Bid Package 2	30 Aug 2013
Bid Package 3	07 Mar 2014

B. Building: Design Development Phase:

Design Development Documents shall be completed within (See below) calendar days after completion of Schematic Design.

Bid Package 1	19 July 2013
Bid Package 2	23 Oct 2013
Bid Package 3	25 Apr 2014

C. Building: Construction Documents Phase:

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

Bid Package 1	03 Sept 2013
Bid Package 2	03 Dec 2013
Bid Package 3	23 May 2014

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

Bid Package 1	20 Sept 2013
Bid Package 2	02 Jan 2014
Bid Package 3	13 Jun 2014

D. 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 (See below) calendar days to complete.

Bid Package 1	27 Nov 2013
Bid Package 2	26 Feb 2014
Bid Package 3	27 Aug 2014

E. Building: Construction Phase Services:

Construction of the Project building is anticipated to require (See below) calendar days to complete after issuance of Notice to Proceed to the contractor.

Bid Package 1	22 Jul 2014
Bid Package 2	21 Jan 2015
Bid Package 3	29 Jan 2015

F. Building: Time of Completion

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

G. The Architect

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

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**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
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**SCHEDULE D
COMPENSATION OF THE ARCHITECT**

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 \$5,472,011.00. The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Allocation of Fee:

Phase I – CTE (and associated site)		\$1,872,834.00
Schematic Design	20%	\$ 374,566.80
Design Development	20%	\$ 374,566.80
Construction Documents	30%	\$ 561,850.20
Bidding Phase Services	2.5%	\$ 46,820.85
Construction Phase Services	25%	\$ 468,208.50
Project Close-out	2.5%	\$ 46,820.85

Phase II – Remaining Services, excluding CTE (and associated work):		\$3,093,714.00
Schematic Design	20%	\$ 618,742.80
Design Development	20%	\$ 618,742.80
Construction Documents	30%	\$ 928,114.20
Bidding Phase Services	2.5%	\$ 77,342.85
Construction Phase Services	25%	\$ 773,428.50
Project Close-out	2.5%	\$ 77,342.85

Phase III – Demolition of Anthony Wing:		\$ 505,463.00
Bldg. Assessment & Schematic Design	20%	\$ 101,092.60
Design Development	20%	\$ 101,092.60
Construction Documents	30%	\$ 151,638.90
Bidding Phase Services	2.5%	\$ 12,636.58
Construction Phase Services	25%	\$ 126,365.75
Project Close-out	2.5%	\$ 12,636.58

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 Article IV, Section 4.14 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."

**PUBLIC BUILDING COMMISSION OF CHICAGO
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2013 Hourly Direct Salary Rate Schedule for Additional Service Work

Firm	Position	Hourly Rate
DLR Group, Inc.	Senior Expert	\$142
	Discipline Leader	\$92
	Senior Professional	\$68
	Professional	\$58
	Professional Support	\$46
	Technical	\$36
	Clerical	\$24
Bauer Latoza Studio	Senior Principal	\$90
	Principal	\$75
	Project Architect/Director IV	\$65
	Project Architect/Director III	\$60
	Project Architect/Director II	\$55
	Project Architect/Director I	\$50
	Architect II	\$43
	Architect I	\$38
	Architectural Designer II	\$32
	Architectural Designer I	\$37
	Administrative	\$35
Infrastructure Engineering, Inc.	Principal	\$70.00
	Project Manager – Civil	\$54.93
	Project Manager – Structural	\$55.10
	Senior Engineer – Civil	\$51.29
	Senior Engineer – Structural	\$55.10
	Project Engineer – Civil	\$37.26
	Project Engineer – Structural	\$37.08
	Design Engineer	\$27.61
	Engineering Technician	\$24.81
	Resident Engineer	\$53.94
	Senior Inspector	\$42.33
	Inspector	\$28.03
	Project Administrator	\$38.95
	Administrator	\$17.21
Professional Administrator	\$33.70	
Traffic Counter	\$14.31	
Terra Engineering	Principal	\$93.59
	Project Manager	\$43.75
	Landscape Designer	\$28.37
	Drafter	\$21.65
	Clerical	\$28.00
Tylk Gustafson Reckers Wilson Andrews, LLC.		

	Principal	\$93
	Senior Engineer	\$41
	Engineer II	\$33
	Engineer I	\$29
	Manager of BIM/CAD Operations	\$35
	Technician	\$16
Primera Engineers		
	Principal	\$127.31
	Senior Project Manager/Engineer 6	\$80.33
	Project Manager/Engineer 5	\$67.37
	Project Coordinator	\$37.13
	Engineer 4	\$64.81
	Engineer 3	\$50.57
	Engineer 2	\$41.93
	Engineer 1	\$34.37
	Designer 4	\$49.43
	Designer 3	\$42.44
	Designer 2	\$42.44
	Designer 1	\$32.89
	Senior Technician	\$48.23
	Technician 2	\$38.38
	Technician 1	\$32.89
	Administration	\$36.55
Kirkegaard Associates		
	Principal Consultants	\$70
	Senior Consultants	\$49
	Consultants	\$32
	Technical Support	\$24
Schuler Shook		
	Partner	\$87.83
	Principal	\$59.56
	Project Theatre Consultant	\$43.71
	Theatre Consultant	\$40.45
	Theatre Specialists	\$27.35
Innovative Aquatic Design, LLC.		
	Principal	\$70
	President	\$56
	Project Manager	\$50
	Project Engineer	\$44
	Project Designer	\$36
	CAD Technician	\$30
	Administrative	\$24
Faithful Gould		
	Technical Director	\$64.38
	Mechanical Estimator	\$40.87
	Electrical Estimator	\$40.87
	Senior Estimator	\$40.87
Brook Architecture, Inc.		
	Principal	\$50.96
	Senior Project Manager	\$43.26
	Senior Architect	\$44.00
	Architect	\$32.58
Dynacept, Inc.		
	Principal	\$69.14
	Senior Engineer	\$62.45

	Engineer 2	\$43.90
	Senior Designer	\$36.58
	Designer	\$33.66
	Draftsman 3	\$27.29
	Draftsman 2	\$23.71
	Clerical	\$26.34

III. REIMBURSABLE EXPENSES

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

The following will be considered Reimbursable Expenses:

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

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.
7. Insurance premium.
8. General Additional Services associated with General Add Fee Allowance.

IV. METHOD OF PAYMENT

1. **Invoices.** Once each month, the Design Architect will electronically submit each invoice to the Commission as detailed in Article IV. Engagement and Standards for Performing Services, Section 4.08, Document Control, Item f. Each invoice shall reflect the percentage of work completed during the preceding month.

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 the reasons for such variances.

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

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.

V. 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.

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

**SCHEDULE E
INSURANCE REQUIREMENTS**

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 \$1,000,000 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, defense, and contractual liability. The Public Building Commission of Chicago and City of Chicago must be named as Additional Insured 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 Public Building Commission of Chicago and City of Chicago must be named as Additional Insured 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. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. 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.

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 PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC 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 Public Building Commission to obtain certificates or other insurance evidence from Architect is not a waiver by the PBC 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 PBC retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The PBC 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 30 days prior written notice to be given to the PBC if coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Architect. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Architect hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago and 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 Public Building Commission of Chicago and City of Chicago do not contribute with insurance provided by the Architect under the Agreement.

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

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

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

The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group, Inc. 4435 O Street Lincoln, NE 68510	CONTACT NAME: UNICO Group, Inc.	
	PHONE (A/C, No. Ext): 402-434-7200	FAX (A/C, No): 402-434-7272
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Chicago - DLR Group inc. 222 So Riverside Plaza, Suite 2220 Chicago IL 60606-6101	INSURER A: Charter Oak Fire Insurance Company	
	INSURER B: Century Surety Company	
	INSURER C: Travelers Property Casualty Co. of America	
	INSURER D: Travelers Indemnity Company	
	INSURER E: Travelers Casualty Insurance Co. America	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 15681795 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		P-630-9185N623-COF-12	10/1/2012	10/1/2013	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 - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		810-9185N623-TIL-12	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-9185N623-TIL-12	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	PVYBKUB-9185N623-12 UB-0161P573-12 CA Only	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Architects & Engineers Professional Liability Claims-Made Firm		CCP271569-11	10/1/2012	10/1/2013	Each Claim: \$5,000,000 Aggregate: \$5,000,000 Deductible: \$25,000 (Each Claim)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CPS-Chicago Vocational Career Academy; DLR Project #22-13120-00.
Certificate Holder is an Additional Insured with respects the operations of the named insured under the Commercial General Liability coverage and Business Auto coverage (forms CGD4140408, CGD0370405 and CAT3530310), as required by written contract.
Waiver of Subrogation in favor of Certificate Holder is applicable to Workers Compensation coverage (form WC000313-00-01), and Commercial General Liability (form CGD4150500) and Business Auto Liability (form CAT3530310) as required by written contract.

CERTIFICATE HOLDER 22-13120-00 Public Building Commission of Chicago, The Board of Education of the City of Chicago, City of Chicago; Attn: Procurement Department Richard J. Daley Center, Room 200 Chicago IL 60602 ok eryan 3/7/2013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert L. Reynoldson</i> (LIN) Robert L. Reynoldson
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ACORD 25 (2010/05)

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CERT NO.: 15681795 CLIENT CODE: 3299 (LIN) Marci Elam 3/7/2013 1:14:43 PM Page 1 of 2

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05620-03-09-02

AGENCY CUSTOMER ID: 3299

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY UNICO Group, Inc.		NAMED INSURED Chicago - DLR Group inc. 222 So Riverside Plaza, Suite 2220 Chicago IL 60606-6101	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (05/10)
CERTIFICATE HOLDER: Public Building Commission of Chicago, The Board of Education of the City of Chicago, City of Chicago; Attn:Procurement Department
ADDRESS: Richard J. Daley Center, Room 200 Chicago IL 60602

September 30, 2012: Professional Liability: Claims-Made Policy; Retro Date 6-1-86; Defense Is Included In The Limit; Policy Limits Are Aggregated; \$25,000 Deductible Each Claim.

ACORD 101 (2008/01)

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ATTACHMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – WRITTEN
CONTRACTS (ARCHITECTS, ENGINEERS AND
SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:



COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy. Including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARCHITECTS, ENGINEERS AND SURVEYORS
INDUSTRYEDGESM ENDORSEMENT**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Incidental Medical Malpractice
- C. Reasonable Force - Bodily Injury Or Property Damage
- D. Non-Owned Watercraft - Increased To Up To 75 feet
- E. Aircraft Chartered With Pilot
- F. Extension Of Coverage - Damage To Premises Rented To You
- G. Personal Injury - Assumed by Contract
- H. Increased Supplementary Payments
- I. Additional Insured - Owner, Manager Or Lessor Of Premises
- J. Additional Insured - Lessor Of Leased Equipment
- K. Additional Insured - State Or Political Subdivisions - Permits Relating To Premises
- L. Additional Insured - State Or Political Subdivisions - Permits Relating To Operations
- M. Who Is An Insured - Newly Acquired Or Formed Organizations
- N. Injury To Co-Employees And Co-Volunteer Workers
- O. Medical Payments Limit
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Other Insurance Condition
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
- T. Amended Bodily Injury Definition
- U. Amended Insured Contract Definition - Railroad Easement
- V. Additional Definition - Written Contract Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED - UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission



COMMERCIAL GENERAL LIABILITY

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.

b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph 4.b., **Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees"

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

a. **Expected Or Intended Injury Or Damage**

"bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge.

2. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an Insured under this Coverage Part.

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE - DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE

Subject to 6. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "properly damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY - ASSUMED BY CONTRACT

The following replaces Exclusion e., Contractual Liability in Paragraph 2. of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

COMMERCIAL GENERAL LIABILITY

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply to:
- (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
- (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:
- (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
- (2) If the equipment is leased with an operator.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II – WHO IS AN INSURED:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to SECTION II – WHO IS AN INSURED:

1. Your "employees" are insured with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or



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Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section 1 – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

COMMERCIAL GENERAL LIABILITY

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V -- DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 6. of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of LIMITS OF INSURANCE (Section III) applies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
- (5) Any similar risk transfer or risk management method.

- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. Does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily Injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

COMMERCIAL GENERAL LIABILITY

son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the DEFINITIONS Section is replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

V. ADDITIONAL DEFINITION - WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Plan, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – **BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: UB-9185N623- 12

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED IN A WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
PROVIDE THIS WAIVER.

DATE OF ISSUE:

ST ASSIGN:

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

**SCHEDULE F
KEY PERSONNEL**

Individual - Experience and Past Performance



| Dennis Bane, AIA, LEED AP | Project Executive, Principal, DLR Group

Bio:

Dennis possesses a proven track record as a manager of several high school projects over \$50 million. Each have been consistent examples of leading design, fiscal responsibility and on-schedule delivery. Making sure to always understand the complex issues and desired project outcome, Dennis provides day-to-day leadership managing internal resources of DLR Group's planning and design team members.

Leading the design process, Dennis knows how to listen. His interest lies in creating facilities that are responsive to the communities they serve. Dennis is committed to working with project team members to ensure budgets and schedules are met, and expectations are exceeded.

Project Responsibility:

Dennis will guide all planning and design efforts relative to our 12 step design process. Dennis will lead the design process and be responsible for successful outcome. Dennis's focus will be on the facilitation of DLR Group's unique 12 step design process. This will involve close collaboration with: Adam St 'Cyr to craft a design solution that minimizes impact to a student' high school experience, and simplifies phasing logistics; and design team to present a solution that functions effectively, is cost effective, and fits appropriately within the immediate context of the project site. Dennis's broad project experience, collaborative working method, and many years working on projects of this size and nature enable him to effectively gain the support of all concerned stakeholders.

Selected Relevant Experience:

- Mt. Carmel High School, Chicago, IL
Campus Master Plan • New 80,000 sf Fieldhouse • Renovations / Additions
- Indian Prairie 204; Naperville, IL
New 464,000 sf Metea Valley High School
- Bradley-Bourbonnais High School District; Bradley, IL
District Master Plan, Facility Assessment • 5-Year Capital Improvement Plan • Referendum Services • 2005, 2006, 2007 Health/Life Safety • Renovations, additions and existing courtyard in-fill
- South Milwaukee Schools, Milwaukee, WI
District Master Plan, Facility Assessment • Site Selection • Referendum Services • New 285,000 sf high school
- Oswego CUSD 308; Oswego, IL
New 495,000 sf high school / Design Development • New 38,000 sf early education center • Long Beach and East View Elementaries, Health/Life Safety
- Sacred Heart Schools; Chicago, IL
35,000 sf addition/renovation
- Prairie Grove School District 46; Crystal Lake, IL
District Master Plan, Facility Assessment • 10-year Health/Life Safety Report • New 95,000 sf Middle School - design • 2007 Health/Life Safety • Elementary Renovations / Additions

Education:

Bachelor of Architecture
University of Nebraska

Registrations:

Licensed Architect; IL
LEED Accredited Professional

Affiliations:

- American Institute of Architects
- United States Green Building Council (USGBC)
- Illinois Association of School Boards
- Illinois Association of School Administrators
- Illinois Association of School Business Officials
- Member of Capital Development Board's School - Authored Construction Guidelines Task Force publication "Build Smart: School Construction in Illinois"
- Council of Educational Facility Planners International (CEFPI)
- IASBO Sustainability Committee (2008-Present)
- IASBO Foundation Governance Committee (2009-Present)
- IASBA Planning & Construction Committee (2004-2008)

Years of Experience: 20

Five Year Employment History:

1992 to Current: DLR Group

Publications:

- Capital Development Board Task Force - Authored "Build Smart-School Construction in Illinois" (2000)



Projects greater than \$50 million construction cost

- New Metea Valley High School, Naperville, IL (\$124.6 million)
- South Milwaukee Schools Renovation and Addition, Milwaukee, WI (\$69 million)
- New Oswego High School #3, Oswego, IL (\$103 million budget)

Complex Project Phasing

- Mt. Carmel High School Renovation and Addition, Chicago, IL (\$35 million total over 10 years)
- New Metea Valley High School, Naperville, IL
- South Milwaukee Schools Renovation and Addition, Milwaukee, WI
- Bradley-Bourbonnais High School Renovation and Addition, Bradley, IL (\$12 million total over 8 years)
- Lewis Elementary School, Chicago, IL
- Cameron elementary School, Chicago, IL
- Long Beach Elementary School, Oswego, IL
- Brokow Early Childhood Center, Oswego, IL



9-12 Projects with Vocational Programs

- New Metea Valley High School, Naperville, IL
- South Milwaukee Schools Renovation and Addition, Milwaukee, WI
- Bradley-Bourbonnais High School Renovation and Addition, Bradley, IL
- New Oswego High School #3, Oswego, IL

Historically Significant Structures

- Mt. Carmel High School Renovation and Addition, Chicago, IL
- Lewis Elementary School, Chicago, IL
- Cameron Elementary School, Chicago, IL



Meeting Design Schedule and Cost Parameters

- Mt. Carmel High School Renovation and Addition, Chicago, IL
- New Metea Valley High School, Naperville, IL
- South Milwaukee Schools Renovation and Addition, Milwaukee, WI
- Bradley-Bourbonnais High School Renovation and Addition, Bradley, IL

LEED-certified Projects

- New Metea Valley High School, Naperville, IL



Individual - Experience and Past Performance



| Adam St. Cyr, AIA, LEED AP |

Project Manager, Senior Associate, DLR Group

Bio:

Adam's varied project experience makes him a uniquely qualified project manager. Having worked both here and abroad, on a range of facilities, Adam has developed the ability to translate clients' desires into visually creative, functional solutions. In addition, he leads the Quality Assurance efforts for the DLR Chicago office.

Project Responsibility:

As Project Manager, Adam is directly responsible for "working the plan". He is accountable for the team's performance. As such, he will provide day-to-day collaboration with the Core and Shell and Interior design teams. He will communicate directly with the owner, owner representatives, and construction manager to ensure quality implementation of direction given by the owner. Adam will heavily rely on the design and programming talent of Dennis Bane and design talents John Lahey to ensure quality design intent.

Selected Relevant Experience:

- Public Building Commission of Chicago, Fire Engines 121 and 109; Chicago, IL
Two new 14,000 sf, LEED certified stations, serving the Chicago Fire Department
- Mt. Carmel High School, Chicago, IL
Campus Master Plan: Phase 1- 80,000 sf Fieldhouse and Phase 2 - Renovations / Additions
- Tucson Hotel and Convention Center; Tucson, AZ
New 442,000 sf hotel & meeting space with 410,000 sf parking
Preliminary cost at \$246 million
Registered with USGBC, targeting LEED Silver certification
- Boeing; Chicago, IL
Executive architect for over 250,000 sf of tenant fit-outs and facility renovations
- Oswego CUSD 308; Oswego, IL
New 495,000 sf high school / Design Development
New 38,000 sf early education center
Long Beach and East View Elementaries, Health/Life Safety
- Indian Prairie 204; Naperville, IL
New 464,000 sf Metea Valley High School

Education:

Bachelor of Architecture
Oklahoma State University

Registrations:

Licensed Architect; IL
NCARB
LEED Accredited Professional

Affiliations:

- American Institute of Architects
- United States Green Building Council (USGBC)
- Public Building Commission, Technical Standards Committee

Years of Experience: 11

Five Year Employment History:

2005 to Current: DLR Group



Projects greater than \$50 million construction cost

- New Metea Valley High School, Naperville, IL (\$124.6 million)
- Oswego High School No. 3, Oswego, IL

Complex Project Phasing

- Mt. Carmel High School Renovation and Addition, Chicago, IL (\$35 million total over 10 years)
- New Metea Valley High School, Naperville, IL
- Brokow Early Childhood Center, Oswego, IL
- Long Beach Elementary School, Oswego, IL
- Eastview Elementary School, Oswego, IL



9-12 Projects with Vocational Programs

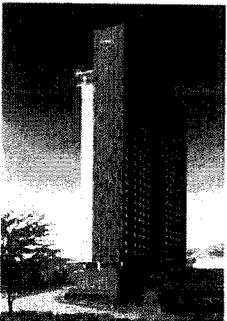
- New Metea Valley High School, Naperville, IL
- Oswego High School No. 3, Oswego, IL

Historically Significant Structures

- Mt. Carmel High School Renovation and Addition, Chicago, IL

Meeting Design Schedule and Cost Parameters

- Mt. Carmel High School Renovation and Addition, Chicago, IL
- New Metea Valley High School, Naperville, IL
- Brokow Early Childhood Center, Oswego, IL

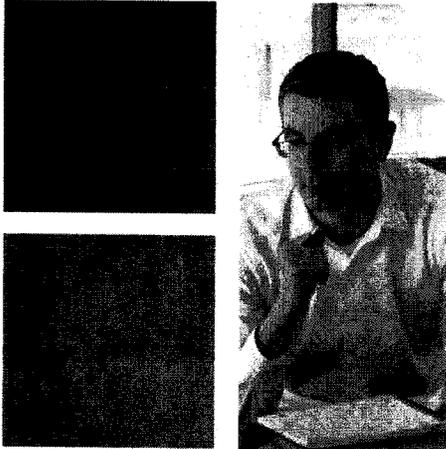


LEED-certified Projects

- Fire Engine 121, Chicago, IL
- Fire Engine 109, Chicago, IL
- Fire Engin 16, Chicago, IL
- New Metea Valley High School, Naperville, IL



Individual - Experience and Past Performance



Ruairi M. Barnwell, LEED AP BD+C, HBDP, QCxP, BEAP |
Sustainability Design, Senior Associate, DLR Group

Bio:

Ruairi is a seasoned engineer and commissioning professional with over 13 years of project management experience. His career-as-vocation is dedicated to providing integrated, holistic and sustainable engineering solutions to improve the overall environmental impact of the build environment. He has extensive experience designing Mechanical, Electrical, Plumbing and Fire Protection systems on a wide range of projects and sectors including Commercial, Higher Education, K-12 Education, Healthcare, Government, Infrastructure and Industrial.

Ruairi earned an honors degree in Building Services Engineering from the Dublin Institute of Technology, Ireland's leading sustainable building engineering program. His specialties include:

- High-Performance Building Commissioning
- Re/Retro/Ongoing Commissioning
- Building Energy Assessments and Benchmarking
- Utility Incentive Programs
- Measurement & Verification Planning
- LEED Strategic Guidance, Facilitation and Implementation
- Advanced Building Simulation and Energy Modeling

Selected Relevant Experience:

Energy and Commissioning*

- Hubble Middle School, Warrenville, IL - Commissioning
- Park Ridge Lincoln Middle School, Park Ridge, IL – Energy Assessment
- Country Meadows Elementary School, Park Ridge, IL – Energy Assessment
- Park Hyatt Chicago, Chicago, IL - Assessment
- Chicago Metallic Corporation, Chicago, IL - Assessment
- 20 South Clark Street, Chicago, IL - LEED EBOM Consulting, Retro-and Ongoing Commissioning
- 203 North LaSalle Street, Chicago, IL - LEED EBOM Consulting, Retro-and Ongoing Commissioning
- 225 West Wacker, Chicago, IL - Retro-Commissioning
- 330 North Wabash (formerly IBM Building), Chicago, IL - Assessment
- 401 North Michigan, Chicago, IL - LEED Ongoing Commissioning
- 55 East Monroe, Chicago, IL - Retro-Commissioning
- 625 North Michigan, Chicago, IL - Retro-Commissioning
- 737 North Michigan, Chicago, IL - Retro-Commissioning

* Completed in prior association

Education:

Bachelor of Science in Engineering-
Building Services Engineering
Dublin Institute of Technology

Certifications:

LEED Accredited Professional (USGBC)

High-Performance Building Design
Professional (ASHRAE)

Building Energy Assessment
Professional (ASHRAE)

Qualified Commissioning Process
Provider (University of Wisconsin)

Affiliations:

- United States Green Building Council (USGBC)
- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- Building Commissioning Association (BCA)
- International Building Performance Simulation Association (IBPSA)
- International Living Building Institute (ILBI)
- Association of Energy Engineers (AEE)

Years of Experience: 14

Five Year Employment History:

2012: DLR Group



Projects greater than \$50 million construction cost

- Hubble Middle School – Warrenville, IL (\$58M)
- Caterpillar HEX Facility – Victoria, TX (\$64M)
- Loyola University Health System Outpatient Center – Maywood, IL (\$65M)

Complex Project Phasing

- Northern Illinois University – Chiller Replacement & New Chiller Plant (\$15M)
- Phase 1: Underground Pipe Loop PH 1
- Phase 2: Construct Chiller Plant
- Phase 3: Pre-purchase Chillers
- Phase 4: Underground Pipe Loop PH 2
- Phase 5: Building Connections PH 1
- Phase 6: Building Connections PH 2



9-12 Projects with Vocational Programs

- N/A

Historically Significant Structures

- University of Chicago Administration Center

Meeting Design Schedule and Cost Parameters

- VA Westside Research Laboratory – Chicago, IL
- Northern Illinois University, New Chiller Plant – DeKalb, IL
- Kendall College Campus Relocation – Chicago, IL



LEED-certified Projects

- Hubble Middle School, Warrenville, IL – LEED Gold
- Engine Co. 16, Chicago, IL – LEED Gold
- VA Outpatient Clinic, Rockford, IL – LEED Silver
- G&W Electric, Bolingbrook, IL – LEED Silver
- Kildeer Marketplace, Kildeer, IL – LEED Silver
- Radisson Aqua Blu, Chicago, IL – LEED Certified
- 203 North LaSalle, Chicago, IL – LEED Gold
- 20 South Clark, Chicago, IL – LEED Silver



Joanne Bauer, RA, NCARB, LEED AP Senior Principal

Joanne Bauer is a founding Principal of BauerLatoza Studio providing overall guidance and firm direction, in addition to design and business leadership. She is responsible for architectural projects, urban design and planning, and landscape architectural design.

EXPERIENCE

27 years practicing architecture and site design
22 years as Owner and Principal of BauerLatoza Studio

EDUCATION

Bachelor Architecture, City College of New York
BA Goddard College, Plainfield, Vermont

PROFESSIONAL REGISTRATION

Licensed Architect: Illinois, Indiana, Michigan, North Dakota

National Council of Architectural Registration Boards
LEED Accredited Design Professional by the United States Green Building Council

AWARDS AND EXHIBITIONS (partial list)

Illinois American Society of Landscape Architects (ILASLA), 2000, 2002, 2009

Illinois American Planning Association (APA), 2004, 2009

American Institute of Architects (AIA), 2009

Friends of the Park Community Service Award, 2009

Richard H. Driehaus Foundation, 1999, 2002, 2006, 2009

Art Institute of Chicago. "Women in Architecture," 1999



Humboldt Park Boathouse

ARCHITECTURE

Chicago Public Schools - Architect of Record

- Marshall Metropolitan High School
- Drake Transition Center
- Einstein Elementary School
- Grant School Gymnasium Addition
- Lindblom Math & Science Academy
- Managing Architect - Capital Improvement Plan

The Morton Arboretum - Lisle, Illinois

- Concept Designs for 2011 Master Plan Update
- Education Center Master Plan
- Thornhill Building Renovation and Addition
- Thornhill Shelter Building
- Outpost Building Rehabilitation
- Adaptive reuse of the Thornhill Annex

City of Gary, Indiana - Marquette Park Lakefront East

- Recreation Pavilion Renovation
- Gary Bathing Pavilion "Aquatorium" Restoration
- Father Marquette Statue Restoration

Public Building Commission of Chicago

- Bouchet Math and Science Academy
- Chicago Fire Department - Engine Company 70 (LEED Silver)
- Chicago Arts High School
- Salt Dome Planned Development

University of Chicago

- 6045 S. Kenwood Building
- Information Technology Tenant Improvements (IT) (LEED - Gold)
- Administrative Building Programming/Space Planning
- Department of Visual Arts (DOVA) Darkrooms
- Ida Noyes Hall
- Real Estate Operations Space Planning

University of Illinois at Chicago

- South Campus Development Master Plan
- Theater for the School of Education

Chicago Park District

- Humboldt Park Boathouse
- ADA Transition Plan

Capital Development Board - State of Illinois

- Old Market House State Historic Site; Galena, Illinois
- Wyoming Train Depot; Wyoming, Illinois

Illinois Facilities Fund (IFF) - Chicago

- Ellis Park Community Facility
- Westside Community Facility

Chicago Historical Society

Lincoln Park Parking Facility

URBAN DESIGN, PLANNING & LANDSCAPE DESIGN

Public Building Commission of Chicago

- New Westinghouse High School
- Chicago Public Library Branch Prototypes
- Chicago Public Library Greater Grand Crossing Library
- Chicago Public Library West Humboldt Library
- Chicago Fire Department - Engine Company 70
- Albany Park Middle School
- Police Station Prototype & District Headquarters
- Avalon Branch Library

City of Chicago - Department of Transportation

- Morse Avenue Streetscape
- Taylor Avenue Streetscape
- South Lakefront Access Study
- Millennium Park Bicycle Access Study
- Safe Routes to School Program

Chicago Park District

- Burnham Park Framework Plan
- Garfield Park Framework Plan
- Park 532

City of Chicago - Department of Environment

- Shoreline Protection Project
- Burnham Park Shoreline Design - Morgan Shoal

City of Gary

- Comprehensive Plan
- Marquette Park Lakefront East Master Plan

City of East Chicago, Indiana

Comprehensive Plan

City of Hammond, Indiana

Lakefront Park

City of Evanston - Evanston, Illinois

Edward R. Ladd Arboretum Master Plan

Decatur Park District

Nelson Park Lakefront Development Project

Friends of the Park

Last 4 Miles: Completing Chicago's Lakefront Parks

AWARDS AND EXHIBITIONS (partial list)

- Chicago Building Congress, 2004, 2006
- Friends of Downtown, Chicago, 1999, 2006
- Guth Award, 1999
- Progressive Architecture Magazine, "Young Architect Award," 1993

ARCHITECTURE

ING Direct Café – Chicago, Illinois
Tenant Build Out and Exterior Improvements

The Chicago Reader
Interior Office Remodeling

Rush University Medical Center
Parking Garage and Central Plant

City College of Chicago
▪ West Side Learning Center
▪ Washburne Culinary Institute

Single Family Residences

- Rogers Residence – Michiana, Michigan
- Taylor Residence – Chicago, Illinois
- Bhargava Residence – Chicago
- Paretsky/Wright Residence – Chicago
- Northcott/O'Hagin Residence – Chicago
- Hashimoto Residence – Los Angeles, CA
- Greenwald Residence – Chicago, Illinois
- Nelson Residence – Whitehall, Michigan
- Koggan Residence – Princeton Junction, New Jersey

URBAN DESIGN, PLANNING & LANDSCAPE DESIGN

City of Chicago – Department of General Services
Chicago Cultural Center Green Roof

City of Lockport, Illinois
Downtown Master Plan

University of Chicago
Campus Master Plan

Draper and Kramer – Chicago, Illinois
Lake Park Crescent Residential Development

Solo Cup – Chicago, Illinois
Solo Cup – Southworks Project

Chrysalis LLC – Miller Beach, Indiana
East Edge Residential Development

Illinois State Police
Illinois Medical Center

City of Chicago – Dept. of Planning & Development
▪ Cottage Grove Design Guidelines
▪ Read Dunning Master Plan
▪ Chicago Landscape Ordinance Baseline Study

Chicago Public Schools
▪ Northside College Prep High School
▪ Mark Twain Elementary School
▪ Campus Parks
▪ U.S. Grant Gymnasium Addition
▪ Managing Architect – Capital Improvement Program

Village of Winnetka – Winnetka, Illinois
▪ Winnetka Design Guidelines
▪ Post Office Block Concept Plan

University of Illinois at Chicago

- South Campus Development Master Plan
- Theater for the School of Education

Multi Family Residences

- Day Residence – Chicago, Illinois
- Cabrini Green Row Homes – Chicago, Illinois
- 3500 North Lake Shore Drive – Chicago, Illinois

IFF – Chicago

- Westside Community Facility/Grant Gymnasium
- Ellis Park Community Center

Chicago Historical Society

- Campus Site Design
- Lincoln Park Parking Facility

Port Authority of Hammond, Indiana
Hammond Marina

Zion Market Square – Zion, Illinois
Mixed Used Development

**Edward Torrez, AIA, LEED AP
BD+C
Principal**

Edward Torrez is Principal-in-Charge of Production and Quality Assurance and Quality Control which includes Architecture, Planning, Landscape Architecture and Urban Design. He is responsible for the management of large-scale public and private sector projects.

EXPERIENCE

26 years practicing architecture and historic preservation

16 years practicing architecture, historic preservation and planning at BauerLatoza Studio

EDUCATION

Bachelor of Architecture

University of Illinois, Urbana - Champaign

PROFESSIONAL REGISTRATION

Architect: Illinois

Self-Certified Architect: City of Chicago

LEED Accredited Professional by the United States Green Building Council

Registered Energy Professional

LECTURES AND PRESENTATIONS

AIA Chicago Professional Development Conference, "Chicago Culture Center Green Roof Project"

AIA National Convention, Las Vegas, Nevada, "Standing Tall: 19th Century High-Rises"

AFFILIATIONS/APPOINTMENTS

National Trust for Historic Preservation, Board of Advisors

City of Chicago Landmarks, Past Commissioner

American Institute of Architects (AIA)

AIA Chicago, Past Officer

AIA National Diversity, Past Chair

Landscape Advisory Commission, Riverside, Illinois

ARCHITECTURE AND HISTORIC PRESERVATION

CPS Managing Architect - Capital Improvement Program

- Region Three Schools Manager (130 schools)
- Historic Schools Manager (43 schools)
- High School Athletic Fields (8 schools)
- Building Assessments (over 250 schools)

Capital Development Board - State of Illinois

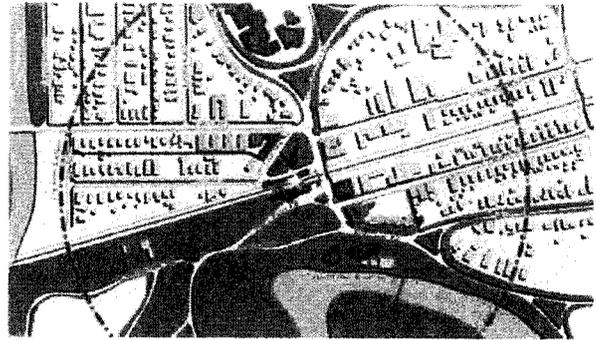
- State of Illinois Building - Chicago, Illinois
- Old Market House State Historic Site - Galena, Illinois
- Joliet Armory - Joliet, Illinois
- Illinois Center for Rehab and Education - Chicago, Illinois
- Northwest Armory; Chicago, Illinois

City of Chicago - Department of General Services

- Chicago Cultural Center Critical Examination
- Chicago Cultural Center Green Roof
- Gallery 37 Critical Examination/Exterior Renovation
- Gallery 37 Green Roof
- O'Hare Modernization Project

University of Illinois at Chicago

- South Campus Development Adaptive Reuse
- South Campus Development Master Plan
- Building Critical Examinations - Medical District



Village of Riverside Transit Oriented Development

University of Chicago

- 6045 S. Kenwood Building
- Information Technology Tenant Improvements (IT) (LEED - Gold CI)
- Paulson Institute

LANDSCAPE ARCHITECTURE, SITE PLANNING AND URBAN DESIGN

Public Building Commission of Chicago

- Engine 121 Fire Station
- New Westinghouse High School
- Albany Park Middle School
- City of Chicago Salt Dome
- 9th District Police Station (LEED - Gold)
- 23rd District Police Station (LEED - Gold)

Chicago Housing Authority

- Ickes Homes Site Design
- Scattered Site Housing
- Exterior Building Assessments
- Pomeroy Apartment Renovation

City of Chicago - Department of General Services

- Cultural Center Green Roof Project
- Gallery 37 Green Roof Project
- O'Hare Modernization Project

University of Illinois at Chicago

- South Campus Landscape Design
- South Campus Development Master Plan

University of Chicago

6045 South Kenwood Site Design

Chicago Public Schools

Managing Architect - Capital Improvement Program

Chicago Transit Authority

Train Station Entrances and Renovations

City of Lockport, Illinois

Downtown Master Plan

Village of Lemont - Lemont, Illinois

Transit Oriented Development Study

Village of Riverside - Riverside, Illinois

Transit Oriented Development Study

River Forest Park District - River Forest, Illinois

River Forest Train Station

Village of Glen Ellyn - Glen Ellyn, Illinois

Downtown Master Plan

City of East Chicago - East Chicago, Indiana

Marktown Historic District Revitalization Plan

Kirk Sippel, AIA, NCARB, LEED AP Project Director

As a Senior Project Architect, Kirk Sippel is responsible for the design and daily administration of projects. He coordinates all participants including owner, sub-consultants, in-house design staff, and general contractors. He specializes in historic preservation and restoration with expertise in historic building technologies. Prior to joining BauerLatoza Studio, Kirk worked on a number of Historic Resources Surveys and building inventories.

EXPERIENCE

- 11 years practicing architecture and historic preservation
- 5 years practicing architecture and historic preservation at BauerLatoza Studio

EDUCATION

- MS Historic Preservation, School of the Art Institute of Chicago, 2004
- BS Architecture, University of Wisconsin-Milwaukee, 2000

PROFESSIONAL REGISTRATION

- Licensed Architect: Illinois
- National Council of Architectural Registration Boards
- LEED Accredited Design Professional by the United States Green Building Council
- American Institute of Architects,

PRESENTATIONS (partial list)

- Association of Preservation Technology Conference, 2001
- The Restoration and Renovation Exhibition and Conference, 2003
- Traditional Building Conference, 2006

HABS/HAER DOCUMENTATION

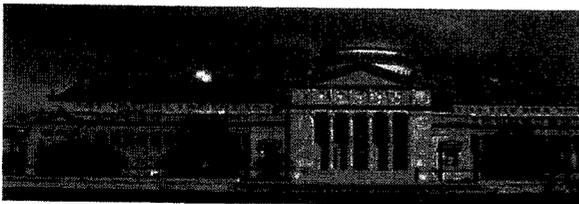
- Various Sites at the University of Illinois at Urbana-Champaign
- Animal Bridge reconstruction - Chicago, Illinois
- Anna and William Hinckley House - Hinsdale, Illinois
- Cook County Hospital - Chicago, Illinois
- Davenport House - Forest Park, Illinois
- Henry C. Middaugh Mansion - Clarendon Hills, Illinois
- Immanuel Church - Hinsdale, Illinois
- John Farson House - Oak Park, Illinois

HISTORIC RESOURCES SURVEY

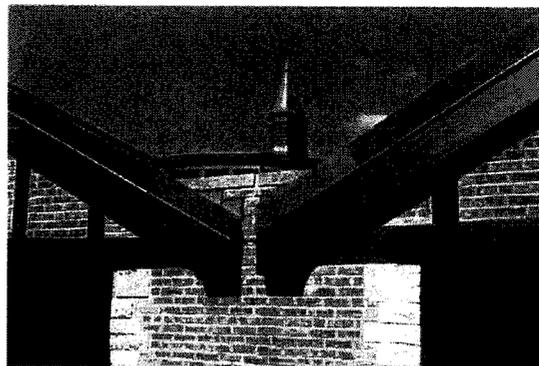
- Ukrainian Village Landmarks District (400 + buildings) - Chicago, Illinois
- University of Illinois at Urbana-Champaign (100 + buildings)
- Lake Forest College, Lake Forest, Illinois

HISTORIC STRUCTURES REPORT

- Governor Duncan Mansion and Park - Jacksonville, Illinois



Museum of Science and Industry Iconic Domes



DuSable Museum Roundhouse

ARCHITECTURE/HISTORIC PRESERVATION

County of Cook, Illinois - Cook County Forest Preserve Assessments

Chicago Zoological Society - Chicago, Illinois
Brookfield Zoo Roof Replacement on Four Buildings

City of Gary, Indiana - Marquette Park Lakefront East

- Marquette Park Lakefront East Master Plan
- Recreation Pavilion Renovation
- Gary Bathing Pavilion "Aquatorium" Restoration
- Father Marquette Statue Restoration

Chicago Public Schools

- Gladstone Elementary
- Grant School Gymnasium Addition
- Grant School Exterior Renovation
- Yates Elementary School
- DuSable High School

Puerto Rican Cultural Center - Chicago, Illinois

- Exterior Restoration and Interior Renovation
- Greenhouse Addition
- Parking Lot Addition and Site Work

National Park Service

- Locomotive Shop, Steamtown National Historic Site, Pennsylvania
- Johnstown Flood National Memorial, South Fork, Pennsylvania

Federal Reserve Bank of Chicago - Chicago, Illinois

- Exterior Restoration
- Critical Examination

DuSable Museum of African American Art - Chicago, Illinois
DuSable Museum Roundhouse Restoration

Museum of Science and Industry - Chicago, Illinois
Restoration of Six Iconic Domes

City of Chicago, Department of General Services
Gallery 37 - Green Roof

Manhattan Building Condominium Association - Chicago, Illinois

On-going Critical Examination

New Haven Railroad Depot - New Haven, Indiana
Restoration

City of East Chicago, Indiana
Marktown Historic District Revitalization Plan

The School of the Art Institute of Chicago
Façade Critical Examinations

University of Illinois at Chicago
Building Critical Examinations - Medical District

Jason Chochola, AIA, LEED AP Project Architect

Jason Chochola received his Master of Architecture from Columbia University, New York. Jason has experience in residential, commercial, and institutional projects. At BauerLatoza Studio, he works on every phase of projects from schematic design and planning through construction administration.

EXPERIENCE

15 years practicing architecture
4 years practicing architecture at BauerLatoza Studio

EDUCATION

Master of Architecture, Columbia University, New York City, New York
Bachelor of Science in Architectural Studies, University of Illinois at Urbana-Champaign
Study Abroad Architecture Program, l'ecole d'architecture de Versailles, France

PROFESSIONAL REGISTRATIONS

Architect: Illinois
LEED Accredited Design Professional by the United States Green Building Council

AFFILIATIONS

American Institute of Architects (AIA), Member



John Marshall Metropolitan High School

ARCHITECTURE

City of Chicago, Public Building Commission

- Daley Center Generator Project
- Onahan Elementary School Annex

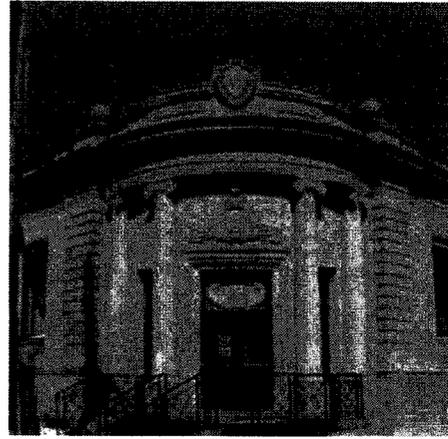
Chicago Park District – Chicago, Illinois
ADA Transition Plan (26 parks city-wide, including 35 buildings, and over 380 acres of park and recreational areas)

University of Chicago
55th and Woodlawn Retail Build out

Chicago Public Schools, Architect of Record

- John Marshall Metropolitan High School
- Roosevelt High School

National Park Service
Johnstown Flood National Memorial, South Fork, Pennsylvania



Carnegie Building

General Services Administration - Retro-/Re-commissioning Services

R. H. Metcalfe Federal Building, Chicago, Illinois

University of Illinois at Urbana-Champaign
Davenport Hall Exterior Repairs

City of Waukegan, Illinois
Carnegie Library

Hispanic Housing Development Corporation
Indiana Harbor Residential Development – East Chicago, Indiana

Asian Hotels Limited
Hyatt Regency Ballroom Expansion – Delhi, India

Hyatt Regency Chicago
Feasibility Study

Bari Foods – Chicago, Illinois
Inspection

Clara's Village, Chicago, Illinois
52-units of housing in West Englewood

1309 N. Ashland Ave - Chicago, Illinois
Historic Renovation of Polish Women's Alliance Building
and conversion to Mixed use Residential & Commercial Building

□ Anupam Verma, P.E., LEED AP BD+C

Project Manager

PROFILE

Mr. Verma has over 12 years of progressively responsible & diversified experience in the field of civil engineering. His responsibilities included project site study, sustainable site design, roadway geometry & drainage design, hydraulic & hydrology study, cost estimation, permitting, constructability reviews, drawings and specifications to direct detailers to customer's intent. Also as a LEED Accredited Professional Mr. Verma provides LEED coordination and support to various LEED projects and determine potential LEED applicability & credits on a project.

EXPERIENCE

William J. Onahan Elementary School Annex; Public Building Commission of Chicago; Chicago, IL – Project Engineer for a 1.5 acre site design of the new annex building addition at the Onahan elementary school on Chicago's northwest side. The project is targeted to achieve LEED for schools silver certification. IEI responsibilities included site demolition, grading, paving, ADA ramps, accessible walkways, parking lots, play areas, driveways, trash compactor enclosures, design of sanitary and storm sewers, new water service lines, storm water management, earthwork balancing, specifications, utility coordination, coordination with client, architects, MEP engineers, and the city for permitting and project management.

Campus Parks; Public Building Commission; Chicago, IL - Project Engineer for various campus park projects throughout the City of Chicago. The basis of these projects is standard development, AOR services, development of construction documents, peer review services for all on campus park projects, cost estimating and sustainable design techniques (LEED). IEI's services include the production of schematic design, design development and construction documents as well as earthwork balancing, grading, water lines and storm sewer design, storm water management, utility coordination, ADA ramps, play areas, coordination with client, architects, and the City for permitting and projects management.

Kenmore Apartments - Senior Housing (High Rise); Chicago Housing Authority; Chicago, IL - Project Engineer for the civil engineering design services for the complete renovation of an existing eight story, 136 unit apartment building. Kenmore Apartments will be renovated to achieve LEED Platinum Certification. IEI responsibilities to this project include schematic design plans as well as the development of detailed design plans and specifications, utility and survey review, utility coordination, site demolition, grading, paving, ADA ramps, pervious concrete pavement, storm water management, sanitary sewer system, water lines, LEED services, coordination with client, architects, MEP engineers, and the City for permitting.

Milestone Peer Review; Chicago Public Schools and Public Building Commission; Chicago, IL - Project Engineer for the peer review of construction documents for various schools. Responsibilities include review of civil design plans and specifications for Schematic Design, Design Development and Construction Documents (60%, 90%, and 100%) milestones, provide comments on standard spreadsheets, and attend clarification meetings with AOR/EOR. Current CPS and City of Chicago design standards will be compared to the proposed plans to ensure that the documents are compliant. The documents will also be checked for coordination with other discipline plans and specifications.

40th Street and Osterman Beach Houses; Public Building Commission and Chicago

HIGHLIGHTS

EDUCATION

Bachelor of Technology in Civil Engineering, Indian Institute of Technology, Kanpur, India 2000

LICENSES

Professional Engineer
Illinois - 062-062418
Wisconsin - 39020-006
Indiana -10910910

12 YEARS OF EXPERIENCE

EMPLOYMENT HISTORY

Infrastructure Engineering, Inc.
June 2007 - Present

Teng & Associates, Inc.
June 2001 - June 2007

Magnasoft Consulting India Pvt. Ltd.
September 2000 - April 2001

MEMBER

Associate Member of American Society of Civil Engineers

Member of Project Management Institute



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Park District; Chicago, IL – Project Engineer for the new 40th Street and Osterman Beach Houses developed within the existing park. The beach houses have been built to achieve LEED Silver Certification. IEI's responsibilities for this project included schematic design plans as well as the development of detailed design plans and specifications, utility and topographical survey, utility coordination, site demolition, grading, paving, design of storm and water lines, storm water management, water harvesting system for toilet water supply, sanitary lift station with 1400 feet of force main, coordination with client, architects, MEP engineers, and the City for permitting.

Altgeld Gardens/Murray Homes Redevelopment; Chicago Housing Authority; Chicago, IL - Project Engineer for a proposed renovation and redevelopment of 160 acres of Altgeld Garden/Murray Homes Complex owned by CHA. The work encompasses renovation of 162 separate buildings and construction of 7 new laundry buildings. Infrastructure Engineering, Inc. (IEI) is providing civil engineering services for the proposed renovation and redevelopment. IEI responsibilities include site demolition, grading, paving, ADA ramps, accessible walkways, parking lots, play areas, driveways, dumpster enclosures, roadway, design of sanitary and storm sewers, reconstruction of existing sewers including slip lining after determining the existing conditions from sewer televising, total replacement of existing water service lines with new water service lines, addition of new fire hydrants, total replacement of existing electrical and communication lines with new underground electrical and communication concrete ductbanks and new distribution buildings, selective replacement of gas lines, storm water management, specifications, utility coordination, coordination with client, architects, MEP engineers, and the City for permitting and project management.

Midway Airport Consolidated Rental Car Facility; City of Chicago Department of Aviation; Chicago, IL - Project Engineer for a proposed seven-acre Consolidated Rental Car facility (CRCF). The CRCF will be built to achieve LEED Certification and Sustainable Airport Manual (SAM) Green Airplane Rating. IEI's responsibilities include development of detailed design plans, utility and survey review, utility coordination, site demolition, grading, drainage, storm water management, storm water recycling for irrigation, pavement markings and signage, construction staging, way finding signs for car garage, structural design and calculations for wind turbine, and coordination with client, MEP engineers, and the City for permitting. Additionally, IEI will work as the project administrator for providing the LEED and SAM Green Airplane Rating services.

Capital Improvement Program, Design Management Services; Chicago Public Schools - Project Engineer for various CPS school sites throughout the City of Chicago. The scope of work includes facilities assessment to evaluate school sites for the CPS system, development of civil engineering transfer packages defining scope for new construction, renovation and accessibility incorporating sustainable design elements, review/coordination of construction scope, peer reviews of the Construction Documents prepared by AOR/EOR, assist AOR and Construction Manager as needed to respond to questions involving standards and scope during bidding and construction, and review of bulletins for change orders developed by the AOR during construction for adherence to scope of work and standards.

Cook County Hawthorne Warehouse, Parking lot and Entrance Control; Chicago, IL- Project Engineer for resurfacing of 220,000 SF parking lot for about 500 parking spaces, design of security guard station with entrance control, lighting, signage, and landscape. IEI responsibilities as prime consultant include project management and development of detailed civil design plans, survey, utility coordination, site demolition, grading, site layout, paving, security guard station with entrance control, ADA ramps, sidewalks, drainage, storm water management, civil details, specifications, calculations, and coordination with client, consultants, and the City for permitting. IEI responsibilities will also include cost estimating, permit initiation, bid assistance, construction administration and record drawings.



Parking Garage Expansion Structure, John H. Stroger, Jr. Hospital Campus; Cook County; Chicago, IL - Project Engineer for a proposed Parking Garage Expansion structure to meet the growing need for parking space at John H. Stroger, Jr. Hospital Campus. The facility is designed to accommodate 1,731 cars in a 591,672 SF building addition. This will bring the total parking spaces to 3,074 including the existing 1,343 parking spaces. IEI responsibilities include development of detailed civil design plans, utility and survey review, utility coordination, site demolition, grading, paving, ADA ramps, driveways, fire lane, grass pavers, permeable pavers, rain gardens, bio-swales, drainage, storm water management, incorporate LEED design principles, civil details, specifications, calculations, and coordination with client, MEP engineers, and the City for permitting. IEI will also provide assistance on cost estimating, permit initiation, bid assistance, construction administration and record drawings.

UIUC Campus Street Repair, Maryland Drive; University of Illinois; Champaign, IL - Project Engineer for the reconstruction of approximately 860 feet of Maryland Drive pavement, roadway geometrics, curb and gutter replacement, storm sewer system, quantities and cost estimate

Moraine Valley Community College; Palos Hills, IL - As Project Engineer, provided design for parking lot, internal road, cul-de-sac, and student plaza area.

USPS; Village of Glenview, IL - Acted as civil engineer preparing preliminary grading and site plan for entire site.

USPS; Chicago, IL - Acted as project engineer for parking lot design.

Parking Facility; British Petroleum; Naperville, IL - Acted as civil engineer for parking lot design.

Cal-Sal Watershed Plan Project Study - Project engineer, supported managing the collection of hydrologic and hydraulic model data, H&H modeling and the development of watershed planning reports.

Millennium Park Fountain; City of Chicago; Chicago, IL - Acted as civil engineer preparing preliminary grading, drainage and site plan for entire site.

Flamingo Habitat Renovation; Lincoln Park Zoo; Chicago, IL - Acted as civil engineer preparing preliminary grading and site plan for entire site.

Automated Transit System E-to-F Expansion; O'Hare International Airport; Chicago, IL - As civil engineer prepared thirty percent design development construction documents for the expansion and renovation of the Automated Transit System (ATS), E-to-F Expansion at the O'Hare International Airport.



□ Harish Goyal, P.E., LEED AP BD+C

QA/QC Manager

PROFILE

Mr. Goyal has over 25 years of civil engineering experience. Particular areas of expertise include site development, storm water management, utilities coordination and roadway geometrics. Additionally, his background includes planning and design work for hydropower and hydraulic facilities.

EXPERIENCE

William J. Onahan Elementary School Annex; Public Building Commission of Chicago; Chicago, IL – Project Manager for a 1.5 acre site design of the new annex building addition at the Onahan elementary school on Chicago's northwest side. The project is targeted to achieve LEED for schools silver certification. IEI responsibilities included site demolition, grading, paving, ADA ramps, accessible walkways, parking lots, play areas, driveways, trash compactor enclosures, design of sanitary and storm sewers, new water service lines, storm water management, earthwork balancing, specifications, utility coordination, coordination with client, architects, MEP engineers, and the city for permitting and project management.

Kenmore Apartments - Senior Housing (High Rise); Chicago Housing Authority; Chicago, IL - Project Manager for the civil engineering design services for the complete renovation of an existing eight story, 136 unit apartment building. Kenmore Apartments will be renovated to achieve LEED Platinum Certification. IEI responsibilities to this project include schematic design plans as well as the development of detailed design plans and specifications, utility and survey review, utility coordination, site demolition, grading, paving, ADA ramps, pervious concrete pavement, storm water management, sanitary sewer system, water lines, LEED services, coordination with client, architects, MEP engineers, and the City for permitting.

Altgeld Gardens/Murray Homes Redevelopment; Chicago Housing Authority; Chicago, IL - Project Manager for a proposed renovation and redevelopment of 160 acres of Altgeld Garden/Murray Homes Complex owned by CHA. The work encompasses renovation of 162 separate buildings and construction of 7 new laundry buildings. Infrastructure Engineering, Inc. (IEI) is providing civil engineering services for the proposed renovation and redevelopment. IEI responsibilities include site demolition, grading, paving, ADA ramps, accessible walkways, parking lots, play areas, driveways, dumpster enclosures, roadway, design of sanitary and storm sewers, reconstruction of existing sewers including slip lining after determining the existing conditions from sewer televising, total replacement of existing water service lines with new water service lines, addition of new fire hydrants, total replacement of existing electrical and communication lines with new underground electrical and communication concrete ductbanks and new distribution buildings, selective replacement of gas lines, storm water management, specifications, utility coordination, coordination with client, architects, MEP engineers, and the City for permitting and project management.

40th Street and Osterman Beach Houses; Public Building Commission and Chicago Park District; Chicago, IL – Project Manager for the new 40th Street and Osterman Beach Houses developed within the existing park. The beach houses have been built to achieve LEED Silver Certification. IEI's responsibilities for this project included schematic design plans as well as the development of detailed design plans and specifications, utility and topographical survey, utility coordination, site demolition, grading, paving, design of storm and water lines, storm water management, water harvesting system for toilet water supply,

HIGHLIGHTS

EDUCATION

M.S. Applied Mechanics, Indian Institute of Technology, Delhi India, 1986

B.S. Civil Engineering

University of Delhi India, 1982

LICENSE

Professional Engineer:

Illinois - #62060147

25 YEARS OF EXPERIENCE

EMPLOYMENT HISTORY

Infrastructure Engineering Inc.
07/02 - Present

Apex Engineers, Inc.

11/01 - 07/02

National Hydroelectric Power

Corporation (India)

10/82 - 03/01

CERTIFICATION

IDOT - Construction Documentation of
Contract Quantities



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sanitary lift station with 1400 feet of force main, coordination with client, architects, MEP engineers, and the City for permitting.

HARISH GOYAL

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Campus Parks; Public Building Commission; Chicago, IL - Project Manager for various campus park projects throughout the City of Chicago. The basis of these projects is standard development, AOR services, development of construction documents, peer review services for all on campus park projects, cost estimating and sustainable design techniques (LEED). IEI's services include the production of schematic design, design development and construction documents as well as earthwork balancing, grading, water lines and storm sewer design, storm water management, utility coordination, ADA ramps, play areas, coordination with client, architects, and the City for permitting and projects management.

Capital Improvement Program, Design Management Services; Chicago Public Schools- Project Manager for various CPS school sites throughout the City of Chicago. The scope of work includes facilities assessment to evaluate school sites for the CPS system, development of civil engineering transfer packages defining scope for new construction, renovation and accessibility incorporating sustainable design elements, review/coordination of construction scope, peer reviews of the Construction Documents prepared by AOR/EOR, assist AOR and Construction Manager as needed to respond to questions involving standards and scope during bidding and construction, and review of bulletins for change orders developed by the AOR during construction for adherence to scope of work and standards.

Midway Airport Consolidated Rental Car facility; City of Chicago Department of Aviation; Chicago, IL - Project Manager for a proposed seven-acre Consolidated Rental Car facility (CRCF). The CRCF will be built to achieve LEED Certification and Sustainable Airport Manual (SAM) Green Airplane Rating. IEI's responsibilities include development of detailed design plans, utility and survey review, utility coordination, site demolition, grading, design of storm, sanitary and water lines, storm water management, storm water recycling for irrigation, pavement markings and signage, construction staging, way finding signs for car garage, structural design and calculations for wind turbines, and coordination with client, MEP engineers, and the City for permitting. Additionally, IEI will work as the project administrator for providing the LEED and SAM Green Airplane Rating services.

John D. Shoop Elementary School Building Addition; Chicago Public Schools; Chicago, IL - Project Manager for civil engineering design services for a 20,000 square feet building addition. The project includes the relocation of an existing driveway and an existing sports field, playground and basketball court. IEI responsibilities include design of sanitary and storm sewers, water lines, storm water management, site demolition, grading and paving, specifications, layout of electric, phone and gas lines, coordination with client, architects, MEP engineers, and the City for permitting.

Milestone Peer Review; Chicago Public Schools and Public Building Commission; Chicago, IL - Project Manager for the peer review of construction documents for various schools. Responsibilities include review of civil design plans and specifications for Schematic Design, Design Development and Construction Documents (60%, 90%, and 100%) milestones, provide comments on standard spreadsheets, and attend clarification meetings with AOR/EOR. Current CPS and City of Chicago design standards will be compared to the proposed plans to ensure that the documents are compliant. The documents will also be checked for coordination with other discipline plans and specifications.

Avalon Public Library; Public Building Commission; Chicago, IL - Project Engineer for the new 14,000 square foot Avalon Branch Library to be located in the vicinity of 82nd Street and Stony Island Avenue. Responsibilities include the development of design plans, specifications, existing utility and survey review, proposed utility coordination, site grading and details. The entire developed site also includes landscaping, delivery drop-off area and a parking lot.



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Early Childhood Education and Care Facility; College of Dupage; Glen Ellyn, IL - Project Manager for a proposed new 2.75 acres Early Childhood Education and Care Facility at College of Dupage Complex. IEI responsibilities to this project include schematic design plans as well as the development of detailed design plans and specifications, utility and survey review, utility coordination, site demolition, grading, paving, storm water management, sanitary sewer system, sewage lift station with 600 feet of force main, water lines, coordination with MEP for layout of Geothermal piping, electric and gas lines and with City for permitting.

North Grand High School; Chicago Public Schools; Chicago, IL - Project Engineer for the design of the new North Grand High School. The civil engineering scope of services included preparation of schematic design, design development, construction and bidding documents. The design elements included the site geometric layout, grading, paving, ADA ramps, accessible walkways, parking lot, soccer and football field, tennis courts, driveways, site drainage, storm water management, and coordination of gas, water, electricity, telephone, and cable utilities. IEI also provided construction administration services.

Cook County Hawthorne Warehouse, Parking lot and Entrance Control; Chicago, IL- Project Manager for resurfacing of 220,000 SF parking lot for about 500 parking spaces, design of security guard station with entrance control, lighting, signage, and landscape. IEI responsibilities as prime consultant include project management and development of detailed civil design plans, survey, utility coordination, site demolition, grading, site layout, paving, security guard station with entrance control, ADA ramps, sidewalks, drainage, storm water management, civil details, specifications, calculations, and coordination with client, consultants, and the City for permitting. IEI responsibilities will also include cost estimating, permit initiation, bid assistance, construction administration and record drawings.

Stroger Hospital of Cook County, Campus-Parking Structure Expansion; Chicago, IL- Project Manager for a proposed Parking Garage Expansion structure to meet the growing need for parking space at John H. Stroger, Jr. Hospital Campus. The facility is designed to accommodate 1,731 cars in a 591,672 SF building addition. This will bring the total parking spaces to 3,074 including the existing 1,343 parking spaces. IEI responsibilities included development of detailed civil design plans, utility and survey review, utility coordination, site demolition, grading, paving, ADA ramps, driveways, fire lane, grass pavers, permeable pavers, rain gardens, bio-swales, drainage, storm water management, incorporate LEED design principals, civil details, specifications, calculations, and coordination with client, MEP engineers, and the City for permitting. IEI will also provide assistance on cost estimating, permit initiation, bid assistance, construction administration and record drawings.

U.S. Route 30 Reconstruction (LaGrange Road-Harlem Avenue); Illinois Department of Transportation; Frankfort and Matteson, IL - Project Engineer for civil engineering design services for proposed reconstruction of US route 30 by IDOT. IEI is responsible for the design of three double box culverts (1425 feet, 1030 feet & 133 feet long) and one single box culvert (557 feet long) associated with the reconstruction of 16,940 lineal feet of roadway. IEI will establish Type Size and Location (TS&L) plans showing the plan and longitudinal views, stage construction details, geometrics, dimensions, location sketch, cross sections, profile grade boring data, waterway information table, highway classification, design specifications, design stresses, load types complete with all invert elevations and slopes, and prepare quantity take-off and construction cost estimates.

Monticello Park; Chicago Park District; Chicago, IL - Project Engineer for a proposed 25,000 square foot public Park Garden. IEI responsibilities include design of storm sewers, water lines, storm water management, site demolition, grading, specifications, cost estimation, coordination with client, architects, MEP engineers, and the City for permitting.



Monroe Busway Feasibility Study; Chicago Park District; Chicago, IL – Project Engineer responsible for roadway geometrics and plan, profile and typical cross sections for a feasibility study of the proposed Monroe Street busway from Michigan Avenue to the Lakefront (underground) and from Clinton Street to Michigan Avenue (grade level). Work also included roadway geometrics for ramps connecting Michigan Avenue and the proposed busway; the location of sidewalks and retaining walls; analysis of maneuvering space and an access lane for a proposed truck loading dock for the Art Institute.

Western Avenue Road Reconstruction; Cook County Highway Department; Chicago, IL – Project Engineer responsible for field survey of traffic signs and roadway pavement conditions, preparation of resurfacing and pavement markings plans, and bill of quantities.

North Frontage Road Rehabilitation; Cook County Highway Department; Maywood, IL – Project Engineer responsible for field survey of traffic signs and roadway pavement conditions, preparation of resurfacing and pavement marking plans, and cost estimation.



□ Rosanna Lee, PE, LEED AP BD+C

Project Engineer

PROFILE

Ms. Lee has over 6 years of experience working as a Civil Engineer with a focus in Water Resources. Her specialties include stormwater pollution prevention plans (SWPPP), hydraulic/ stormwater modeling, stormwater sustainability practices, site design, site grading, utility design, quantity calculations and cost estimates, permitting, and construction administration. Work involves the use of following software: AutoCad Civil 3D, HydroCAD, Hydroflow, AutoTurn, GuideSign, and Microstation.

EXPERIENCE

Waubensee Community College, Aurora Campus; Aurora, IL - Performed stormwater design using Hydraflow and Modified Rational Method, prepared stormwater report, applied for various permits (IEPA, city permits, FEMA-LOMA etc), prepared MOT plans, demolition plans, soil erosion control plans and maintenance, manual, utility plans, quantity and cost estimates, reviewed submittals and RFIs, performed site visits and prepared field reports and punch lists.

Residence Hall; University of Chicago; Chicago, IL- Designed underground drainage system using Hydraflow Storm Sewers and Modified Rational Method.

Parking Lot/Site Improvements; Northeastern Illinois University; Chicago, IL - Reviewed submittals, RFIs, PRs and pay applications, performed site visits and prepared field reports and punch lists, field meetings and prepared meeting notes, performed field tests.

Governors State University Parking Lot Improvements and Ditch Design; 319 Grant Application; University Park, IL - Prepared demolition plans, soil erosion control plans and utility plans, applying for various permits (IEPA NOI etc.), prepared ditch design and grading utilizing Civil 3D, reviewed submittals and RFIs, performed site visits and prepared field reports and punch lists, prepared package and exhibits for 319 Grant Application.

Chapel Garden, Center of Varsity Athletics, Access Road, Burrowes Hall; Loyola University; Chicago, IL - Performed stormwater design using Hydraflow and City of Chicago stormwater spreadsheet tool; prepared soil erosion control plans and grading design, utility feasibility study.

Phase III Athletic Field Renovation; Kishwaukee College; Malta, IL - Tasks Included reviewing submittal, RFI's; Reviewed Pay Applications; Communication between Client and Contractor; Performed site visits and prepared field reports and punch lists.

Phase I/Student Services Building/ Campus Operations Building; Kishwaukee College; Malta, IL - Tasks included permitting for IEPA, DeKalb County Site Development/ Driveway Entrance, IHPA, EcoCAT etc., SWPP Plans and Erosion Control Plans, Roadway Pavement Markings and Signage Plans, Utility, Grading and Demolition Plans.

City of Chicago New Street Construction South Area 2/5; Chicago Department of Transportation; Chicago, IL - Designed roadway grading and ADA Ramps according to CDOT Standards, designed signing and pavement markings according to CDOT Standards,

HIGHLIGHTS

EDUCATION

Bachelor of Science in Civil Engineering, May 2006. University of Illinois at Chicago, Chicago, IL

Associate in Engineering Science, May 2004. College of DuPage, Glen Ellyn, IL

LICENSE

Registered LEED AP BD+C
Registered Professional Engineer, Illinois

EMPLOYMENT HISTORY

Infrastructure Engineering, Inc.
03/2012 - Present

JJR, LLC

11/2007 - 02/2012

David Mason & Associates

06/2006 - 10/2007

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Tau Beta Pi Engineering Honor Society



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performed Quantity and Cost Estimate calculations.

ROSANNA LEE

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Oak & Michigan; Chicago Department of Transportation; Chicago, IL - Designed maintenance of traffic plans.

Take the Field Athletic Fields; CPD; Chicago, IL - Tasks included Stormwater Permitting for City of Chicago, Utility and Grading Plans

Ravinia North Lot Feasibility Study; Highland Park, IL - Tasks included utilizing HydroCAD to formulate different detention options with cost estimation

Carmel Creek Clay Park; Carmel, IN - Performed roadway profiles, grading and alignments utilizing AutoCAD Civil 3D, Site Design, Grading Design and Roundabout Design.

Rock Run Rookery; Forest Preserve District of Will County; Will County, IL - Performed stormwater design using Hydraflow and HydroCAD, prepared stormwater report, soil erosion control plans, grading design, Utilized Civil 3D to create TIN surfaces, alignments and profiles.

Cuneo Museum; Loyola University; Vernon Hill, IL - Performed grading design, utilized Civil 3D to create stormwater profiles, permitting for IEPA NOI, Watermain and Lake County.

Tri-State Tollway/ Willow Road Widening and Reconstruction; Illinois State Tollway; IL - Designed signage layout and panels using GuidSign version 4.4 and pavement markings according to IDOT/ ISTHA/ MUTCD Standards, designed sign structures (Breakaway, Cantilever etc) according to IDOT and Tollway Standard, performed Quantity and Cost Estimate calculations, performed QA/QC meetings and coordination with client.



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Experience:

18 Years as Landscape Architect
2 Years at TERRA Engineering

Education:

Bachelor of Science in Landscape
Architecture, Purdue University, West
Lafayette, IN 1994

Associate of Science in Horticulture
Technology, Vincennes University,
Vincennes, IN 1989

Licenses/Certifications:

Active:

Licensed Landscape Architect, IL

Inactive:

Licensed Landscape Architect, IN

LEED Accredited Professional

Professional Affiliations:

American Society of Landscape
Architects, Member

United States Green Building
Council, National/Corporate,
Member

United States Green Building
Council, Illinois Chapter, Member

WILLIAM G. SCHMIDT, ASLA, LEED AP
Senior Landscape Architect

Throughout his 18-year career in landscape architecture, Bill has passionately applied a sustainable design approach and principles of Best Management Practices to his projects. Bill has led all phases of the design process, including planning and programming, schematic design, design development, construction documentation and construction administration resulting in numerous state and nationally recognized completed works for public and private clients. Bill's career has encompassed designing and managing a wide range of projects including residential developments, commercial real estate, streetscapes and urban centers, assisted living facilities, historic landscape rehabilitation, parks and recreation, green roofs and rooftop gardens, and educational and institutional projects. Previous experience and award-winning work include:

Projects of Comparable Size

- **Mansueto Library, University of Chicago, Chicago, Illinois.**
 - Client Reference/Project Budget: Murphy/Jahn Architects, Peter Hayes (312) 427-7300 / \$65 M
 - Mr. Schmidt was responsible for designing and overseeing construction of the landscape and site improvements for a new state of the art library on the University of Chicago main campus. Landscape improvements included new pedestrian pathways, lighting, site furnishings and plantings that enhanced the new structure as well as blended in to the existing campus landscape and infrastructure.
- **Illinois Veteran's Home, Chicago, Illinois.**
 - Client Reference/Project Budget: Harley Ellis Devereaux, Steve Murphy (312) 951-8863 / \$65M
 - Principal designer for site and roof garden spaces for a new 200 unit, full care veteran's home located on 7.8 acre site on the northwest side of Chicago. Site improvements included the design and layout of parkway and site landscaping including pedestrian walkways, site lighting, three exterior courtyard spaces designed as an extension of the interior building space and two rooftop "sensory" gardens for resident use. The landscape design uses native and adapted plantings providing an attractive, low maintenance, water efficient alternative to traditional landscaping.

Projects of Comparable Size

- **Red Gate Bridge, St Charles, Illinois.**
 - Client Reference/Project Budget: Benesch, Hossam Abdou, (312) 565-0450 / \$30M
 - Responsible for leading the design and documentation for a new \$30M bridge across the Fox River for the City of St. Charles, Illinois. Work included designing the architectural features for the bridge piers, railings and a pedestrian bridge suspended from the overhead vehicular bridge deck that will link the Fox River Bicycle Trail on the east side of the river to the forest preserve on the west. In addition to the bridge design, TERRA was also responsible for designing 1,600 l.f. of boardwalk from the pedestrian bridge to transition up the river bank to forest preserve land on either side of the bridge and for the restoration and naturalized landscaping within the right of way and adjacent forest preserve property.

Education Construction Projects, Grades 9-12

- **Marshall High School Campus Park, Chicago Illinois.**
 - *Client Reference/Project Budget: Jennifer Valentin, (312) 744-8339 / \$10M*
 - Mr. Schmidt was responsible for finishing out the construction phase for this new 10-acre campus park in the East Garfield Park neighborhood of Chicago. Improvements included a softball playing field, a Field Turf football/soccer field, a rubber surface running track, a student garden area, and an arboretum. The new recreational facilities provide new activities and curriculum for the Marshall Metro High School students, athletes and faculty.

Projects Containing Historically Significant Structures

- **Green Exchange, Chicago Illinois.**
 - *Client Reference/Project Budget: Baum Development, Joan Dahlquist, (312)275-3124*
 - While Senior Associate at Hitchcock Design Group Mr. Schmidt was the lead designer for the site landscape improvements, extensive green roof and roof terrace for the renovation of the former Cooper Lamp factory. The Green Exchange received preliminary Platinum certification from the United States Green Building Council and features a second story common open space terrace with recycled or reclaimed materials as well as a water feature that recirculates the rainwater harvested from the roof and stored in 30,000 gallon cistern used to for irrigation of the green roof and terrace landscaping.

Projects Meeting Design Schedule and Cost Parameters

- **Illinois Tollway Landscape Improvements, North I-94/294 Corridor.**
 - *Client Reference/Project Budget: Illinois Toll Authority, Jeff Schneberg, (630) 241-6800 / \$2M*
 - Responsible for leading the design, documentation and construction administration for \$2M in landscape and hardscape enhancements along the I-94/294 corridor from the City of Chicago to the Wisconsin state line. The project was designed and constructed in three phases, a master plan phase and two design/construction phases as part of the ISTHA's Congestion Relief Plan, which included widening and reconstructing portions of the Tri-State Tollway. Proposed landscape improvements include new trees, shrubs, vines, erosion and sediment control, seeding and concrete wall staining.

Projects Achieving LEED Certification

- **Durkin School Annex, Chicago, Illinois**
 - *Client Reference/Project Budget: SMNG-A Architects, Todd Niemiec, (312) 829-3355*
 - Responsible for the design of site improvements and landscape zoning compliance for new annex addition to an existing Chicago Public School. The project is tracking minimum LEED for Schools silver certification. Site improvements consist of innovative stormwater features including capturing rainwater runoff from an extensive green roof in five custom concrete cisterns that overflow into bio-swales to reduce runoff to the municipal sewer. The annex addition creates a new courtyard garden that is the centerpiece of the design and offers a space for students and teachers to learn about native landscaping stormwater management. A new community garden with raised planters provides the opportunity for students and local residents to grow their own organic produce and flowers.



Education:

Bachelor of Science in Landscape
Architecture, Purdue University, West
Lafayette, IN 2005

BROOKE DAVIS
Landscape Designer

Ms. Davis has been a landscape designer and streetscape/urban designer for 6 years. Her project experience has included streetscapes, medianscapes, urban spaces, and commercial and residential developments. She has been involved throughout the design and management process from initial client contact through project closeouts. Some of her experience includes:

Milwaukee Streetscape Guidelines, Milwaukee, Wisconsin. Worked on a Task Force to establish a set of Streetscape Guidelines that aimed to provide clear objectives and goals, directions and expectations for the development of new streetscape improvements. Created geometric exhibits outlining minimum design standards as well as provided hypothetical plan examples to guide future projects.

Red Gate Bridge, St. Charles, Illinois. Prepared construction documents for a new \$30,000,000 bridge across the Fox River for the City of St. Charles, Illinois. Work included designing the architectural features for the bridge piers, railings and the pedestrian bridge suspended from the overhead vehicular bridge deck that will link the Fox River Bicycle Trail on the east to the forest preserve on the west. In addition to the bridge design, TERRA was also responsible for designing 1,600 l.f. of boardwalk from the pedestrian bridge that transitions up the river bank to the forest preserve land on either side of the bridge. The boardwalk was designed to minimize disturbance to the existing wooded bank. TERRA was responsible for restoration and naturalized landscaping to blend in with the existing forest preserve on each side of the river as well as mitigate the removal of existing trees resulting from construction.

Illinois State Toll Highway Authority, Illinois.

Prepared contract plans and specifications for two phases of landscape improvements to augment existing landscape areas and provide new landscape in conjunction with ISTHA's Congestion Relief Plan, which included widening and reconstructing portions of the Tri-State Tollway. Landscape improvements included new trees, shrubs, vines, erosion and sediment control, seeding and concrete wall staining. TERRA is also providing construction administration services for both phases of the landscape improvements project.

Fire Engine #16, Chicago, Illinois. Provided landscape architectural design for a new fire station site incorporating sustainable design elements. Proposed landscape improvements include new native and drought tolerant landscape, site fencing and furnishings, and interpretive landscape signage. Construction observation services will also be provided during the landscape installation.

Parkway Gardens Apartments, Chicago, Illinois. Provided landscape architecture design for the current scope of site work, as well as master planning for future landscape design implementation. TERRA developed landscape elements that fit within the current framework of the site and building layout providing residents with attractive and functional open space areas on site. TERRA developed concepts for four open space/play areas to serve the residents of the development.

Lawndale Elementary School, Chicago, Illinois. Provided landscape architectural design and construction services for a school building demolition and replacement with a new pedestrian plaza and parking lot. Landscape features include the use of permeable pavers at the plaza, raised planter curbs with benches, and ornamental fencing with custom precast pylons.

Kevin Wilson's Resume:

(a) Name and Title

Kevin M. Wilson, Principal

(b) Project Assignment

Principal-In-Charge

(c) Complete Office Address for this Individual

Tytk Gustafson Reckers Wilson Andrews, LLC
600 W. Van Buren, Suite 900
Chicago, Illinois 60607
Phone 312-341-0055
Fax 312-341-9966

(d) Years of Experience

With This Firm: 27
With Other Firms: 3

(e) Education: Institution/Field of Study/Degree/Year Obtained (f) Active Licenses/Certifications

Purdue University / Structural Engineering / BSCE / 1980
University of Illinois, Urbana Champaign / Structural Engineering / MSCE
/ 1982

Type/Year: SE: Illinois/1988
PE: Illinois/1986

(g) Specific Relevant Project Experience including Individual's Level of Responsibility

12 years experience as Principal for Tytk Gustafson Reckers Wilson Andrews, LLC (Chicago)
15 years experience as Project Engineer, Project Manager and Associate Partner for Tytk, Gustafson and Associates (Chicago)
3 years experience as Engineer for E/A firm Sargent & Lundy (Chicago)

Representative Project Experience:

- Mt. Carmel High School Addition, Chicago, Illinois (with DLR Group)
- Brokaw Early Learning Center, Oswego, Illinois (with DLR Group)
- Bradley Bourbonnais Community High School Addition, Bradley, Illinois (with DLR Group)
- Sacred Heart Schools Addition, Chicago, Illinois (with DLR Group)
- Main Building at Illinois Institute of Technology, Chicago, Illinois
- McCormick Tribune Foundation Center, Northwestern University, Evanston, Illinois
- Ryan Field Renovation - Northwestern University, Evanston, Illinois
- North End Zone Football Locker Room & Buehler Sports Medicine Training Facility - Northwestern University, Evanston, Illinois
- Stephens Convention Center Addition, Rosemont, Illinois

Mike Justice's Resume:

(a) Name and Title

Michael J. Justice, Senior Engineer

(b) Project Assignment

Project Manager

(c) Complete Office Address for this Individual

Tytk Gustafson Reckers Wilson Andrews, LLC
600 W. Van Buren, Suite 900
Chicago, Illinois 60607
Phone 312-341-0055
Fax 312-341-9966

(d) Years of Experience

With This Firm: 13
With Other Firms: 0

(e) Education: Institution/Field of Study/Degree/Year Obtained (f) Active Licenses/Certifications

Illinois Institute of Technology / Structural Engineering / BSCE/
1996

Illinois Institute of Technology / Structural Engineering / MSCE /
1999

Type/Year: SE: Illinois/2005

(g) Specific Relevant Project Experience including Individual's Level of Responsibility

9 Years experience as Engineer Manager for Tytk Gustafson Reckers Wilson Andrews, LLC (Chicago)
4 Years experience as Project Engineer for Tytk Gustafson Reckers Wilson Andrews, LLC (Chicago)

Representative Project Experience as Engineer Manager:

- Brokaw Early Learning Center, Oswego, Illinois (with DLR Group)
- Main Building at Illinois Institute of Technology, Chicago, Illinois
- The Blackstone Marriott Renaissance Hotel Renovation, Chicago, Illinois
- JW Marriott Hotel Renovation, Chicago, Illinois
- BP Brightlights, Chicago, Illinois
- Joan & Ray Kroc Corps Community Center, Chicago, Illinois
- State of Illinois Supreme Court Building Renovation, Springfield, Illinois
- Chicago Mercantile Exchange Renovation, Chicago, Illinois
- Archbishop Quigley Diocesan Center Renovation, Chicago, Illinois



MICHAEL E. BELCZAK, PE, LEED AP BD+C

SENIOR VICE PRESIDENT

Mechanical Group

Mr. Belczak is a **Senior Vice President** at Primera and a registered **Professional Engineer** in the State of Illinois with 18 years of experience. He is a LEED Accredited Professional and a Registered Energy Professional with the City of Chicago. His work has included mechanical engineering, design, project management, and construction administration of mechanical, plumbing, and fire protection systems for institutional, governmental, commercial, residential, and educational facilities. He has undertaken master planning of hospital and higher education campuses to determine and implement best practices for providing energy to a multiple building environment, and has integrated sustainable design practices into almost every project Primera undertakes. Mr. Belczak spearheads the mechanical group's quality control and technology research.

YEARS WITH PRIMERA: 15

PROFESSIONAL EXPERIENCE: 18

EDUCATION: Bachelor of Science, General Engineering, University of Illinois

CERTIFICATIONS: Registered Energy Professional, LEED Accredited Professional

LICENSING: Professional Engineer, Illinois

RELEVANT PROJECT EXPERIENCE

as defined in RFP section 7.2

a. \$50,000,000 Renovation/New Construction

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Kennedy King College, City Colleges of Chicago/Chicago, Illinois
Owner's Representative, Chicago Public Schools/Chicago, Illinois
The Columbian/Chicago, Illinois
Knapp Center for Biomedical Discovery, The University of Chicago/Chicago, Illinois
New Hospital Pavilion, The University of Chicago Medical Center/Chicago, Illinois
Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois
31st Street Harbor, Chicago Park District/Chicago, Illinois
O'Hare Modernization Program, Chicago Department of Aviation/Chicago, Illinois
Hyatt Regency McCormick Hotel, Metropolitan Pier and Exposition Authority/Chicago, Illinois
Navy Pierscape, Navy Pier, Inc./Chicago, Illinois

b. Complex Project Phasing

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Peck Elementary School, Chicago Public Schools/Chicago, Illinois

Senn High School Renovation, Chicago Public Schools/Chicago, Illinois
Carl Schurz High School Renovation, Chicago Public Schools/Chicago, Illinois
Energy Upgrades, City Colleges of Chicago/Chicago, Illinois
Administration Building, The University of Chicago/Chicago, Illinois
Owner's Representative, Chicago Public Schools/Chicago, Illinois
South Suburban Hospital HVAC Upgrade, Advocate Healthcare/Hazel Crest, Illinois
Bed Tower Renovation, Northwest Community Hospital/Chicago, Illinois
Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois

c. Vocational Grades 9-12

Chicago Vocational High School, Chicago Public Schools/Chicago, Illinois
William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Senn High School, Chicago Public Schools/Chicago, Illinois
Carl Schurz High School, Chicago Public Schools/Chicago, Illinois
Kelvyn Park High School, Chicago Public Schools/Chicago, Illinois
Walter Payton High School, Chicago Public Schools/Chicago, Illinois

d. Historical Significance

Chicago Vocational High School, Chicago Public Schools/Chicago, Illinois
Senn High School, Chicago Public Schools/Chicago, Illinois
Carl Schurz High School, Chicago Public Schools/Chicago, Illinois
Harris Hall, Northwestern University/Evanston, Illinois
Administration Building Renovation, The University of Chicago/Chicago, Illinois
Ida Noyes Hall Renovation, The University of Chicago/Chicago, Illinois
International House Renovation, The University of Chicago/Chicago, Illinois

e. Design Schedule and Cost Parameters

Chicago Vocational High School, Chicago Public Schools/Chicago, Illinois
Walter Payton High School, Chicago Public Schools – Chicago, Illinois
Irene C. Hernandez, Chicago Public Schools/Chicago, Illinois
Owner's Representative, Chicago Public Schools/Chicago, Illinois
The Columbian/Chicago, Illinois
New Hospital Pavilion, The University of Chicago Medical Center/Chicago, Illinois
Energy Upgrades, City Colleges of Chicago/Chicago, Illinois
Administration Building, The University of Chicago/Chicago, Illinois
South Suburban Hospital HVAC Upgrade, Advocate Healthcare/Hazel Crest, Illinois
Bed Tower Renovation, Northwest Community Hospital/Chicago, Illinois
Kelvyn Park High School, Chicago Public Schools/Chicago, Illinois
Walter Payton High School, Chicago Public Schools/Chicago, Illinois
Harris Hall, Northwestern University/Evanston, Illinois
Administration Building Renovation, The University of Chicago/Chicago, Illinois
Ida Noyes Hall Renovation, The University of Chicago/Chicago, Illinois
International House Renovation, The University of Chicago/Chicago, Illinois

f. LEED-Certified

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Irene C. Hernandez Middle Schools, Chicago Public Schools/ Chicago, Illinois
Boone Clinton Elementary School, Chicago Public Schools/Chicago, Illinois
Brighton Park Elementary School, Chicago Public Schools/ Chicago, Illinois
Peck Elementary School, Chicago Public Schools/Chicago, Illinois
Edgebrook Elementary School, Chicago Public Schools/Chicago, Illinois
New Hospital Pavilion, University of Chicago Medical Center/ Chicago, Illinois
Soccer Academy, United Neighborhood Organization/Chicago, Illinois
Natchez Elementary School, United Neighborhood Organization/Chicago, Illinois
High School, United Neighborhood Organization/Chicago, Illinois



ROSA LAZEBNIK, PE

VICE PRESIDENT

Electrical Group, Technology Manager

Ms. Lazebnik is an **Electrical Technology Manager** with over 35 years of wide ranging experience in the design of complete electrical systems for new and remodeled building construction with numerous applications including transportation, retail, museums, laboratory research facilities and hospitals. She also has extensive experience in handling projects for the University Campus environment.

YEARS WITH PRIMERA: 9

PROFESSIONAL EXPERIENCE: 38

EDUCATION: Bachelor of Science, Electrical Engineering, Technical University of Ukraine

CERTIFICATIONS: Registered Energy Professional

LICENSING: Professional Engineer, Illinois

RELEVANT PROJECT EXPERIENCE

as defined in RFP section 7.2

a. \$50,000,000 Renovation/New Construction

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Kennedy King College, City Colleges of Chicago/Chicago, Illinois
Owner's Representative, Chicago Public Schools/Chicago, Illinois
The Columbian/Chicago, Illinois
Knapp Center for Biomedical Discovery, The University of Chicago/Chicago, Illinois
New Hospital Pavilion, The University of Chicago Medical Center/Chicago, Illinois
Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois

b. Complex Project Phasing

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Peck Elementary School, Chicago Public Schools/Chicago, Illinois
Senn High School Renovation, Chicago Public Schools/Chicago, Illinois
Carl Schurz High School Renovation, Chicago Public Schools/Chicago, Illinois
Administration Building, The University of Chicago/Chicago, Illinois
Owner's Representative, Chicago Public Schools/Chicago, Illinois
South Suburban Hospital HVAC Upgrade, Advocate Healthcare/Hazel Crest, Illinois
Bed Tower Renovation, Northwest Community Hospital/Chicago, Illinois

Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois

c. Vocational Grades 9-12

Chicago Vocational High School, Chicago Public Schools/Chicago, Illinois
 William Jones College Preparatory Academy, Chicago Public
 Schools/Chicago, Illinois
 Senn High School, Chicago Public Schools/Chicago, Illinois
 Carl Schurz High School, Chicago Public Schools/Chicago, Illinois

d. Historical Significance

Chicago Vocational High School, Chicago Public Schools/Chicago, Illinois
 Senn High School, Chicago Public Schools/Chicago, Illinois
 Carl Schurz High School, Chicago Public Schools/Chicago, Illinois
 Harris Hall, Northwestern University/Evanston, Illinois
 Administration Building Renovation, The University of Chicago/Chicago,
 Illinois
 Ida Noyes Hall Renovation, The University of Chicago/Chicago, Illinois
 International House Renovation, The University of Chicago/Chicago, Illinois

e. Design Schedule and Cost Parameters

Chicago Vocational High School, Chicago Public Schools/Chicago, Illinois
 Walter Payton High School, Chicago Public Schools – Chicago, Illinois
 Irene C. Hernandez, Chicago Public Schools/Chicago, Illinois
 Owner's Representative, Chicago Public Schools/Chicago, Illinois
 The Columbian/Chicago, Illinois
 Knapp Center for Biomedical Discovery, The University of Chicago/Chicago,
 Illinois
 New Hospital Pavilion, The University of Chicago Medical Center/Chicago,
 Illinois
 Energy Upgrades, City Colleges of Chicago/Chicago, Illinois
 Administration Building, The University of Chicago/Chicago, Illinois
 South Suburban Hospital HVAC Upgrade, Advocate Healthcare/Hazel Crest,
 Illinois
 Bed Tower Renovation, Northwest Community Hospital/Chicago, Illinois
 Harris Hall, Northwestern University/Evanston, Illinois
 Administration Building Renovation, The University of Chicago/Chicago,
 Illinois
 Ida Noyes Hall Renovation, The University of Chicago/Chicago, Illinois
 International House Renovation, The University of Chicago/Chicago, Illinois

f. LEED-Certified

William Jones College Preparatory Academy, Chicago Public
 Schools/Chicago, Illinois
 Irene C. Hernandez Middle Schools, Chicago Public Schools/ Chicago,
 Illinois
 Boone Clinton Elementary School, Chicago Public Schools/Chicago, Illinois
 Brighton Park Elementary School, Chicago Public Schools/ Chicago, Illinois
 Peck Elementary School, Chicago Public Schools/Chicago, Illinois
 Edgebrook Elementary School, Chicago Public Schools/Chicago, Illinois
 New Hospital Pavilion, University of Chicago Medical Center/ Chicago,
 Illinois
 Soccer Academy, United Neighborhood Organization/Chicago, Illinois
 Natchez Elementary School, United Neighborhood Organization/Chicago,
 Illinois
 High School, United Neighborhood Organization/Chicago, Illinois



MICHAEL J. CWANEK, CPD

SENIOR ASSOCIATE

Plumbing/Fire Protection Group

Mr. Cwanek is a **Plumbing/Fire Protection Designer** at Primera representing over 40 years of experience. Mr. Cwanek is a technical and administrative leader for a staff of engineers, designers and drafters in the development of plumbing systems for a wide range of projects. He directs and manages the day-to-day efforts of staff for field surveys, field observation reports, punch lists, due diligence reports, specification writing and editing, forensics, and the coordination and completeness of the design and engineering. Michael has been a Project Manager on many unique projects including piping replacement-in-place and historical fountain restorations, and works directly with the mechanical, electrical and fire protection team leaders in developing the project designs and engineering.

YEARS WITH PRIMERA: 4

PROFESSIONAL EXPERIENCE: 39

EDUCATION:

CERTIFICATIONS: Certified Plumbing Designer

RELEVANT PROJECT EXPERIENCE

as defined in RFP section 7.2

a. \$50,000,000 Renovation/New Construction

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Kennedy King College, City Colleges of Chicago/Chicago, Illinois
New Hospital Pavilion, The University of Chicago Medical Center/Chicago, Illinois
Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois
Outpatient Cancer Center, Rush University Medical Center/Chicago, Illinois
Prentice Women's Hospital, Northwestern Memorial Hospital/Chicago, Illinois
Feinberg Galter Hospital, Northwestern Memorial Hospital/Chicago, Illinois
Bernard Mitchell Hospital, The University of Chicago Medical Center/Chicago, Illinois
31st Street Harbor, Chicago Park District/Chicago, Illinois
Hyatt Regency McCormick Hotel, Metropolitan Pier and Exposition Authority/Chicago, Illinois

b. Complex Project Phasing

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois

Peck Elementary School, Chicago Public Schools/Chicago, Illinois
Administration Building, The University of Chicago/Chicago, Illinois
Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois

c. Vocational Grades 9-12

William Jones College Preparatory Academy, Chicago Public
Schools/Chicago, Illinois

d. Historical Significance

Harris Hall, Northwestern University/Evanston, Illinois

e. Design Schedule and Cost Parameters

William Jones College Preparatory Academy, Chicago Public
Schools/Chicago, Illinois
Kennedy King College, City Colleges of Chicago/Chicago, Illinois
New Hospital Pavilion, The University of Chicago Medical Center/Chicago,
Illinois
Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois
Outpatient Cancer Center, Rush University Medical Center/Chicago, Illinois
Prentice Women's Hospital, Northwestern Memorial Hospital/Chicago,
Illinois
Feinberg Gatter Hospital, Northwestern Memorial Hospital/Chicago, Illinois
Bernard Mitchell Hospital, The University of Chicago Medical
Center/Chicago, Illinois
31st Street Harbor, Chicago Park District/Chicago, Illinois
Hyatt Regency McCormick Hotel, Metropolitan Pier and Exposition
Authority/Chicago, Illinois
Peck Elementary School, Chicago Public Schools/Chicago, Illinois
Administration Building, The University of Chicago/Chicago, Illinois
Harris Hall, Northwestern University/Evanston, Illinois

f. LEED-Certified

William Jones College Preparatory Academy, Chicago Public
Schools/Chicago, Illinois
Peck Elementary School, Chicago Public Schools/Chicago, Illinois
Edgebrook Elementary School, Chicago Public Schools/Chicago, Illinois
New Hospital Pavilion, University of Chicago Medical Center/ Chicago,
Illinois
Natchez Elementary School, United Neighborhood Organization/Chicago,
Illinois
Early Childhood Care Center West, The University of Chicago/Chicago, Illinois



KEITH D. ENSTROM, PE

Plumbing/Fire Protection Group

Mr. Enstrom is a **Fire Protection Engineer** at Primera and a registered **Professional Engineer** in the State of Illinois with 16 years of industry experience, including 13 years of experience in Fire Protection. Formerly representing the construction side of the engineering industry, his work has included mechanical engineering, design, project management, and construction administration of mechanical, plumbing, and fire protection systems for institutional, governmental, commercial, industrial, and educational facilities.

YEARS WITH PRIMERA: 1

PROFESSIONAL EXPERIENCE: 17

EDUCATION: Bachelor of Science, Mechanical Engineering, University of Wisconsin, Madison

LICENSING: Professional Engineer, Illinois

RELEVANT PROJECT EXPERIENCE

as defined in RFP section 7.2

a. \$50,000,000 Renovation/New Construction

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois
Hyatt Regency McCormick Hotel, Metropolitan Pier and Exposition Authority/Chicago, Illinois
New Hotel and Tower, Trump International/Chicago, Illinois

b. Complex Project Phasing

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois

c. Vocational Grades 9-12

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois

d. Historical Significance

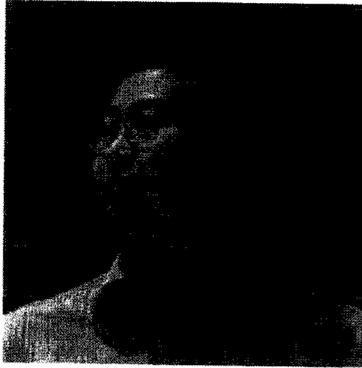
N/A

e. Design Schedule and Cost Parameters

Outpatient Care Pavilion, Northwestern Memorial Hospital/Chicago, Illinois
Hyatt Regency McCormick Hotel, Metropolitan Pier and Exposition Authority/Chicago, Illinois
New Hotel and Tower, Trump International/Chicago, Illinois

f. LEED-Certified

William Jones College Preparatory Academy, Chicago Public Schools/Chicago, Illinois
Durkin Park Elementary School, Chicago Public Schools/Chicago, Illinois
Learning Sciences Resource Institute, University of Illinois/Chicago, Illinois



Anthony Shou
Senior Consultant

Anthony focuses on room acoustics and its integration into architectural design of renovations to existing auditoria, new performing arts facilities, and academic institutions. His consulting experiences encompass programming through construction and the acoustical tuning of performance spaces. Anthony's education and experience allows him to balance the science in acoustics with the art in architecture.

He approaches every project with an open mind – learning about the program, user context, architectural vision and budget that are unique to each project. Consulting goes beyond communicating recommendations informed by these factors and extends to collaboration with the design team and owner/user group to develop and implement comprehensive solutions.

Anthony is currently a Vice-Commissioner for the Architecture Commission of the United States Institute of Theater Technology. He has given lectures on acoustics design at USITT, University of Illinois Urbana-Champaign and Illinois Institute of Technology. Anthony earned a Bachelor of Arts in biology from the University of Chicago, and a Master of Architecture from the University of Oregon.

Selected Project Experience

Chicago Public Schools
Gwendolyn Brooks College Prep,
Kelly Curie HS ,
South Shore HS,
Walter Payton College Prep
Chicago IL

Dunlap HS
Auditorium Addition
Peoria IL

Edwardsburg HS
Auditorium Addition
Edwardsburg MI

Gary Comer Youth Center
Chicago IL

Gary Comer College Prep
Chicago IL

Homewood Flossmoor HS
Auditorium Renovation
Flossmoor IL

Kalamazoo Public Schools
Chenery Auditorium Renovation
Kalamazoo MI

Lincoln Way School District
Lincoln Way West HS,
Lincoln Way North HS,
New Lenox, Frankfort IL

Lyons Township HS
Auditorium Renovation and
Athletics Addition

Marshall HS
New Auditorium and Music Suite
Marshall MI

Waterford School District
Mott and Kettering HS
Waterford MI



Shimby McCreery
Consultant

Shimby's work at Kirkegaard covers a broad range of disciplines. He works with architects to develop the design and integration of room acoustics solutions into performing and recording arts venues and places of worship. He helps mechanical engineers with the development and review of noise control systems for sound critical facilities. Shimby can also be found working in Kirkegaard's acoustic research facilities testing new products and materials for use in current projects.

Shimby received a Master's Degree in the Architectural Sciences with a focus in Acoustics from the Rensselaer Polytechnic Institute in 2006. His thesis developed the use of computer modeling to simulate virtual acoustic environments and was presented at the Acoustic Society of America meeting in November, 2006.

Prior to completing his graduate studies, Shimby worked as an Architectural Acoustician in Sao Paulo, Brazil where he worked on a number of international projects. Shimby received a BS in Mechanical Engineering from the Georgia Institute of Technology in 2004.

When he's not designing architecture for sound, Shimby also likes to make his own music. He also enjoys recording and mixing records for other fellow musicians on the Chicago music scene.

Selected Project Experience

Chicago Public Schools
Urban Prototype High School
Chicago, IL

Heinz Symphony Hall
Pittsburgh, PA

IPFW Indiana University
Music Building
Fort Wayne, IN

Merit School of Music
Chicago, IL

Milton Friedman Institute
University of Chicago
Chicago, IL

Olivet Nazarene University
Centennial Chapel
Olivet, IL

Rensselaer Polytechnic
Institute - EMPAC
Troy, NY

Royal Festival Hall
London, UK

Sydney Opera House
Sydney, Australia

Teatro Castro Alves
Salvador, Brazil

Wellesley Alumnae Hall
Wellesley, MA

Wheaton College School of
Music Addition
Wheaton, IL

Xalapa Symphony Hall
Xalapa, Mexico



Joanne Chang, CTS, ISF-C
Senior Consultant, Associate

Ms. Chang joined Kirkegaard Associates with thirteen years of experience in professional theatrical productions. Her diverse production background includes production management, stage management and technical direction. She was a technical staff member of Cloud Gate Dance Theatre, a renowned dance company in Taiwan, and toured with the company to several countries in Europe, Asia and North America.

Prior to join Kirkegaard Associates in 2002, she worked as a project manager and AV system designer for Performance, Arts, Technology, and Design Consultants Inc., a theatre consultant firm with an office in Taiwan. She has participated in theatre planning and AV system design works for performing arts and international meeting facilities.

Joanne received a Bachelor of Arts degree in Sociology from the National Taiwan University and a Master of Fine Arts degree in Technical Design and Production from Yale School of Drama.

Selected Project Experience

Holland Performing Arts
Center
Omaha NE

Northwestern Memorial
Hospital – New Prentice
Women’s Hospital
Chicago IL

Edwardsburg High School
Auditorium
Edwardsburg MI

Bowdoin College
Recital Hall
Brunswick ME

Indiana Purdue
Fort Wayne Music Building
Fort Wayne IN

Second Presbyterian Church
Bloomington IL

Chicago Public Schools
Urban Prototype High School
Chicago IL

Holocaust Memorial
Foundation of Illinois
Skokie IL

University of Chicago
Goldblatt Pavilion
Conference Room G217
Chicago IL

University of Central Florida
Performance Arts Complex II
Orlando, FL

Olivet Nazarene University
Centennial Chapel
Bourbonnais IL

DePaul University
The Theatre School
Chicago IL

CHRISTOPHER SPRAGUE **Project Theatre Consultant**

Chris brings to his work a strong background in the technical aspects of theatre and opera and a keen eye for design. Chris has experience in a variety of technical positions with a leading U.S. opera company, including Associate Technical Director, Safety Manager and Associate Lighting Designer, and his background includes theatrical lighting design for Boston Lyric Opera, Skylight Opera Theatre, Houston Grand Opera, and New York City Opera. He has also worked as a designer and electrician with several theatre companies, gaining knowledge of the technical systems that comprise a contemporary performance facility.

Significant projects

Lincoln Center for the Performing Arts – David H. Koch Theater, New York, NY
 Sarasota Opera House, Sarasota, FL
 Duluth Superior Symphony Orchestra – orchestra enclosure, Duluth, MN
 Black Ensemble Theater Mainstage, Chicago, IL
 Black Ensemble Theater Studio Theatre, Chicago, IL
 Old Town School of Music Annex, Chicago, IL
 Northwestern University – Bienen School of Music, New Building, Evanston, IL
 The University of Chicago – Mandel Hall, Chicago, IL
 Eastern Illinois University – Doudna Fine Arts Center, Charleston, IL
 North Central College – Meiley-Swallow Hall, Naperville, IL
 North Central College Fine Arts Center, Naperville, IL
 Pacific Lutheran University, Tacoma, WA
 Case Western Reserve University – Tinkham Vaele Center, Cleveland, OH
 RiverEdge Park, Aurora, IL
 University of Dubuque Fine and Performing Arts and Campus Center, IA
 Northeastern Illinois University – Recital Hall Acoustic Upgrades – Chicago, IL
 Kennedy-King College, Chicago, IL
 Thomas Jefferson Independent Day School, Joplin, MO
 Mascoutah High School, Mascoutah, IL
 William Jones College Preparatory School, Chicago, IL
 Juarez High School, Chicago, IL
 Lemont High School, Lemont, IL
 Francis Parker School, Chicago, IL
 Marysville High School, Marysville, MI
 West Ridge Elementary School, Chicago, IL
 Brighton Park II Elementary School, Chicago, IL

Education

BA – Ohio Northern University

Organizations

United States Institute for Theatre Technology
 OSHA Training - General Industry Safety & Health
 ASTC – Associate member

TODD HENSLEY ASTC Partner

Todd Hensley has supervised theatre consulting services for over 350 projects since joining Schuler Shook in 1988. He brings a 30-year background in theatrical production and facilities design to his consulting work. His continued involvement in professional theatre informs his work as a consultant and strengthens Schuler Shook's ongoing connection to the performing arts. His background includes theatrical lighting design for such companies as The Goodman, Victory Gardens, and Northlight Theatres in Chicago, and opera companies in Chicago; Miami; San Diego; Washington, D.C.; Minnesota; Cleveland; Milwaukee; Tulsa; and Virginia.

Todd has been a guest lecturer for architecture classes at the University of Kansas, the Illinois Institute of Technology, and the Illinois Institute of Art and has taught theatre courses at DePaul University.

Significant projects

Tateuchi Center, Bellevue, WA
 Sarasota Opera House, Sarasota, FL
 Marion Oliver McCaw Hall, Seattle, WA
 Millennium Park – Jay Pritzker Pavilion, Chicago, IL
 Doha Convention Center and Tower, Doha, Qatar
 Dorothy Chandler Pavilion – Feasibility Study, Los Angeles, CA
 Harris Theater for Music and Dance, Chicago, IL
 Wallis Annenberg Center for the Performing Arts, Beverly Hills, CA
 DeVos Performance Hall, Grand Rapids, MI
 Martin Theatre at Ravinia Festival, Highland Park, IL
 Lookingglass Theatre, Chicago, IL
 Victory Gardens Theater, Chicago, IL
 Peninsula Players, Fish Creek, WI
 Ahmanson Theatre – Proscenium renovation, Los Angeles, CA
 Florida Studio Theatre – Gompertz Theatre expansion, Sarasota, Florida
 Playhouse on the Square, Memphis, TN
 Grand Rapids Civic Theatre, Grand Rapids, MI
 Newaygo County Dogwood Center for the Performing Arts, Fremont, MI
 Schauer Arts and Activities Center, Hartford, WI
 Eastern Illinois University – Doudna Fine Arts Center, Charleston, IL
 Southern Illinois University-Carbondale – Shryock Auditorium Renovation
 University of Wyoming Fine Arts Center, Laramie, WY
 Case Western Reserve University - Tinkham Veale University Center, Cleveland
 University of Wisconsin-Stevens Point – Noel Fine Arts Center, WI
 University of Wisconsin-Parkside – Fine Arts Center Addition, Kenosha, WI
 Valparaiso University Center for the Arts, Valparaiso, IN
 Elmhurst College – feasibility study, Elmhurst, IL
 Central Michigan University – Music Building, Mount Pleasant, MI
 Trinity Christian College, Palos Heights, IL
 Northeastern Illinois University, Chicago, IL
 Harper College – Building L Studio Theatre, Palatine, IL
 Indiana University-Purdue University Fort Wayne – Rhinehart Music Center, IN
 Kennedy-King College, Chicago, IL
 McKendree University – Hettenhausen Center for the Arts, Lebanon, IL
 North Central College Wentz Concert Hall and Fine Arts Center, Naperville, IL
 Pacific Lutheran University – Eastvold Hall, Tacoma, WA
 University of South Dakota – Slagle Auditorium, Vermillion, SD
 Gary Comer Youth Center, Chicago, IL

TODD HENSLEY ASTC Partner

The Lawrenceville School, Kirby Arts Center, Lawrenceville, NJ
Francis W. Parker School, Chicago, IL
Forest Hills Community Fine Arts Center, Forest Hills, MI
Little Village High School, Chicago, IL
Rochester High Schools, Rochester, MI
Manchester High School, Manchester, MI
Singapore American School, Singapore
International School of Beijing, Beijing, China
New Songdo City International School, Seoul, Korea

Awards

AIA Chicago Honor Award – Lookingglass Theatre
USITT Merit Award – Lookingglass Theatre
USITT Merit Award – Schauer Arts and Activities Center
USITT Honor Award – Martin Theatre
USITT Merit Award – Navy Pier, Skyline Stage

Education

AB – Communications - Morehead State University
MFA – Theatre Production Design - University of Minnesota

Organizations

American Society of Theatre Consultants – President, 2002-2004
United Scenic Artists of America
U. S. Institute for Theatre Technology
Society for College and University Planners
League of Historic American Theatres

Publications

Forward, Acoustical Design of Theatres for Drama Performance 1985-2010, by
Bradley, Ryherd and Vigeant, Acoustical Society of America, 2010

Panels

"How to Beat the Budget: When Value Engineering is Not Just Cost-Cutting," –
LDI Conference, Fall 2010
"Transforming a University Arts Building for 21st Century Practice," –
College Building Expo, 2010
"The Creative Rehearsal Room," –
Theatre Communications Group National Conference, 2010
"Acoustics and Theatre Consulting: A Special Relationship," –
Acoustical Society of America, 2009
"Temples of the Future," LDI National Conference, 2007
"The Renovation of Marion Oliver McCaw Hall" –
Opera America Conference, 2006
"Buildings for Tomorrow's Audience: What do our Theatres Need?" –
Theatre Communications Group National Conference, 2006
"Daylighting in Performance Spaces" - USITT National Conference, 2006
"Top 10 Blunders in Theatre Planning – and How to Fix 'em" -
TCG National Conference, 2005
"Opera and Theatre" – TCG National Conference, 2005
"Green' Strategies for Performing Arts Facilities" – IAAM PAFAS 2004
"What does *The Lion King* Want?" - LHAT National Conference, 2004
"Challenges of Outdoor Performances" – USITT National Conference, 2003
"Getting Started in the Business" – LDI National Conference, 2003

LISA BERNACCHI Theatre Consultant

Lisa Bernacchi has professional experience in the many aspects of technical theatre and theatre lighting. Her background includes lighting designs for dance concerts, musical theatre, and stage plays. She has worked as an electrician at the Chicago Shakespeare Theater on Navy Pier, Northlight Theater, and for Light Opera Works. She brings her diverse theatrical knowledge and extensive experience with AutoCAD and other computer aided rendering programs to aid the theatre team at Schuler Shook.

- Significant projects**
- Doha Convention Center and Tower, Doha, Qatar
 - Marion Oliver McCaw Hall, Seattle, WA
 - Millennium Park – Pritzker Pavilion, Chicago, IL
 - RiverEdge Park, Aurora, IL
 - Harris Theater for Music and Dance, Chicago, IL
 - Lincoln Center for the Performing Arts – David H. Koch Theater, New York, NY
 - The Arts Centre - Hamer Hall Renovation, Melbourne, VIC, Australia
 - Ahmanson Theatre Proscenium Renovation, Los Angeles, CA
 - Max M. Fisher Music Center, Detroit, MI
 - Lookingglass Theatre, Chicago, IL
 - Victory Gardens Theatre, Chicago, IL
 - Black Ensemble Theatre, Chicago, IL
 - Grand Rapids Civic Theatre, Grand Rapids, MI
 - Tuscaloosa Amphitheatre, Tuscaloosa, AL
 - Bloomington Center for the Performing Arts, Bloomington, IL
 - Old Town School of Folk Music Addition, Chicago, IL
 - Northwestern University - Bienen School of Music, Evanston, IL
 - Eastern Illinois University – Doudna Fine Arts Center, Charleston, IL
 - Pacific Lutheran University – Eastvold Hall Addition, Tacoma, WA
 - University of Wisconsin – Parkside, WI
 - Indiana University-Purdue University Fort Wayne – Rhinehart Music Center, IN
 - The University of Chicago – Mandel Hall, Chicago, IL
 - North Central College – Meiley-Swallow Hall, Naperville, IL
 - McKendree University – Hettenhausen Center for the Arts, Lebanon, IL
 - University of Wisconsin - Stevens Point – Noel Fine Arts Center, WI
 - Forest Hills Fine Arts Center, Grand Rapids, MI
 - University of Chicago – Lab Schools, Chicago, IL
 - Detroit School of Arts, Detroit, MI
 - Thomas Jefferson High School, Joplin, MO
 - Waterford High Schools, Waterford, MI
 - Carl Sandburg High School, Orland Park, IL
 - Allen Park High School, Allen Park, MI
 - Little Village High School, Chicago, IL
 - Renaissance High School, Detroit, MI
 - Mascoutah High School, Mascoutah, IL
 - West Ridge Elementary School, Chicago, IL
- Education**
- BA – 1996 - California State University at Bakersfield
 - MFA – 1999 - Northern Illinois University
- Awards**
- USITT Merit Award – Lookingglass Theatre

JOSH CORN Theatre Specialist

Josh is passionate about the performing arts and finds inspiration in the idea of creating a space that stimulates others to create their own artistic productions. Josh's background in technical theatre includes experience as set designer, sound technician, stage manager, and technical director. At Penn, he worked with the Mask and Wig Club theatre troupe and was heavily involved in the renovation of their performance space as well as the troupe's annual touring productions.

Josh has also owned a summer magic camp for children and is interested in furniture design, woodworking, video creation and computer animation. He combines his interests with his architecture degree and knowledge of multiple computer graphics programs to help Schuler Shook's theatre planners communicate their designs and reflect their client's visions.

Significant projects Northwestern University Bienen School of Music, New Building, Evanston, IL
DePaul University Theatre School, Chicago, IL
William Jones College Prep High School, Chicago, IL
University of Dubuque Performing Arts and Campus Center, Dubuque, IA
University of Chicago Lab School, Chicago, IL
Black Ensemble Studio Theater, Chicago, IL

Education BA – University of Pennsylvania



James M. Lueders
President
Innovative Aquatic Design, LLC

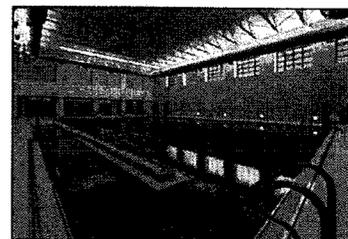
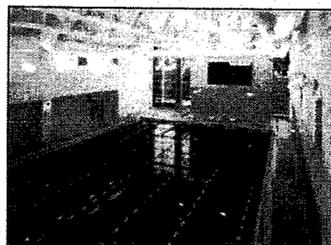
Mr. Lueders has been designing Aquatic Facilities since 1972 and during that time has worked on over 3000 projects ranging from small condominium and hotel pools to large water parks. He has also shared his many years of experience in this field as a guest speaker at the University of Illinois, Circle Campus Architecture School.

Professional Affiliations

- Association of Pool and Spa Professionals
- World Water Park Association
- Illinois Department of Public Health Swimming Pool Code Committee

Project Experience

Back of the Yards High School
 2111 W. 47th Street
 Chicago, Illinois
 Natatorium with 6 Lane Pool



One Source.
 Infinite Solutions.



Ryan R. DiFatta
Vice President
Innovative Aquatic Design, LLC

Mr. DiFatta has been designing Aquatic Facilities since 1998 and during that time has worked on numerous projects, both in new construction and renovation of existing facilities. After being hired as a draftsman, Mr. DiFatta quickly graduated through the ranks in a short amount of time, to Project Manager/Designer/Vice President. He is proficient in all aspects of the design and construction phases of Aquatic Facilities.

Professional Affiliations

- Association of Pool and Spa Professionals
- World Water Park Association

Professional Experience

Sarah E. Goode STEM Academy
 (Formally known as: Southwest Area High School)
 7651 Homan Avenue
 Chicago, Illinois
 Natatorium with 6 Lane Pool



One Source.
 Infinite Solutions.



*Dan Rodriguez, PE
 Project Engineer
 Innovative Aquatic Design, LLC*

Mr. Rodriguez is a professional engineer who has over six years of experience in various engineering design projects. He is relatively new to the design of Aquatic Facilities but has been at the forefront of renovation design for compliance with the Virginia Graeme Baker Pool and Spa Safety Act.

Education

University of Iowa, Bachelors of Science
 Civil Engineering

Professional Affiliations

- American Society of Civil Engineers

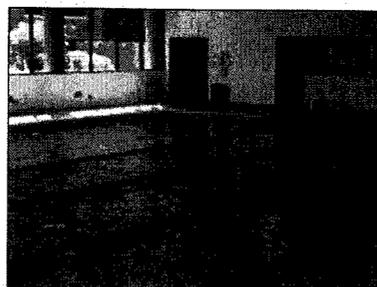
Professional Registration

Professional Engineer:

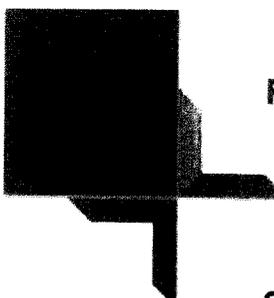
ILLINOIS	IOWA	MICHIGAN
OHIO	VIRGINIA	NEVADA
WISCONSIN	PENNSYLVANIA	NEW YORK
MINNESOTA	INDIANA	MARYLAND

Professional Experience

Loyola University
 Halas Hall Pool
 Natatorium and 8 Lane Pool
 1032 W. Sheridan Road
 Chicago, Illinois



One Source.
 Infinite Solutions.



RÉSUMÉ

Semyon Moreyno Senior Mechanical Estimator

Mr. Moreyno has over 29 years experience in engineering and estimating of HVAC systems in various types of buildings. He has calculated, designed and estimated many piping and ductwork systems, air pollution control systems, insulation projects, and heat transfer equipment projects. He also possesses 5 years of field experience in which he assisted during the construction and start-up phases and provided continued maintenance support throughout operation.

He has provided cost control and engineering services on a variety of projects both domestic and overseas. These include educational facilities, laboratories, hospital systems, residential buildings, retail stores, power plants, industrial facilities, and automotive plants.

REPRESENTATIVE EXPERIENCE:

EDUCATION -- ELEMENTARY/HIGH SCHOOL

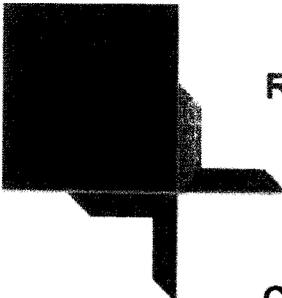
- † Belmont Cragin Elementary School, Chicago Illinois
- † Cermak Elementary School, Chicago, Illinois
- † Cuffe Elementary School, Chicago, Illinois
- † Dover/Sherborn Regional Schools, Dover, Massachusetts
- † Helge A. Haugan Middle School, Chicago, Illinois
- † Little Village High School, Chicago, Illinois
- † Santa Ana Unified School District - Carr Intermediate School Expansion, Santa Ana, California
- † St. Charles High School, St. Charles, Illinois
- † Westbrook Elementary School, Mount Prospect, Illinois

EDUCATION:

Polytechnical Institute, Kiev, USSR,
BS, Mechanical Engineering, 1972

City-Wide College, Chicago, Illinois,
Computer Aid Drafting w/AutoCad
Course, 1990

YEARS OF EXPERIENCE: 29+



RÉSUMÉ

Christopher Harris, MRICS Operations Director

Mr. Harris has over 30 years in the construction industry. His experience covers cost estimating through all stages of design, on-site cost control, bid documentation and value engineering on various projects for both government and private sectors.

He has provided cost control and construction consultancy services on a diverse range of projects both domestic and overseas. These include laboratories, office development, hotels, aquariums, baseball parks, courts, jails, hospitals, schools, and universities, sheltered housing, factory estates and retail stores. The work covered new build, renovation, additions and conversions with a total value of these projects going well into the hundreds of millions of dollars. In his previous experience, Mr. Harris has not only worked as a consultant but also as a contractor and construction manager, specializing in cost control and procurement.

REPRESENTATIVE EXPERIENCE:

EDUCATION -- ELEMENTARY/HIGH SCHOOL

- † Belmont Cragin Elementary School, Chicago Illinois
- † Bronzeville Military Academy, Chicago, Illinois
- † Cermak Elementary School, Chicago, Illinois
- † Cuffe Elementary School, Chicago, Illinois
- † Devonshire Elementary School, Skokie, Illinois
- † Drummond School, Chicago, Illinois
- † Helge A. Haugan Middle School, Chicago, Illinois
- † Jane Addams School, Chicago, Illinois
- † Latin Upper School Landscaping, Chicago, Illinois
- † Linne School, Chicago, Illinois
- † Little Village High School, Chicago, Illinois
- † Plainfield High School, Plainfield, Illinois
- † Plum Grove School, Rolling Meadows, Illinois
- † Sanborn School, Chicago, Illinois
- † Santa Ana Unified School District - Carr Intermediate School Expansion, Santa Ana, California
- † Stevenson High School, Lincolnshire, Illinois
- † Westbrook Elementary School, Mount Prospect, Illinois
- † Whitney Young High School, Chicago, Illinois

EDUCATION:

Aston University, Birmingham, England, BSc (Hons), Building Economics and Measurement, 1977

CERTIFICATIONS/AFFILIATIONS:

Professional Associate: Royal Institution of Chartered Surveyors: 1988

YEARS OF EXPERIENCE: 30+

RÉSUMÉ

Jignesh Shah, MRICS, CCE, CCCA, LEED AP Lead Estimator

Mr. Shah has over 18 years of experience in the construction industry. His experience covers cost estimating at all the phases of design – Conceptual to Construction Documents, on-site cost control, change order review, bid documentation and value engineering on various projects for both government and private sectors. He also has experience in project management, construction scheduling and constructability reviews on various projects.

Mr. Shah has provided cost estimating and construction consultancy services on a diverse range of projects both local and international. These include Heavy Construction like Roadways, Toll Highways, Bridges, Hotels, Motels & Resorts, Laboratories, Office Complexes, Sports Facilities, Correction centers, Court houses, Hospitals, K-12 Schools, College Buildings, Senior Housing, Custom Homes, Industrial Estates, Shopping Malls, Retail Stores, Medical Office Buildings, Data Centers. The work covered new construction, historical restoration, renovation, additions and alterations to existing facilities.

REPRESENTATIVE EXPERIENCE:

EDUCATION – ELEMENTARY/HIGH SCHOOL

- † Addition to Fry Elementary School for SD 204, Naperville, Illinois
- † Batterman Elementary School, Las Vegas, Nevada
- † Belmont Cragin Elementary School, Chicago Illinois
- † Conversion of Troy Middle School, Shorewood, Illinois
- † Cottage Grove Middle School Addition for SD 169
- † Glenbrook Elementary School Building, Glenbrook, Illinois
- † Joliet Central High Classroom Addition, Joliet Illinois
- † New Walker Elementary School for SD 181
- † School Addition for Islamic Foundation in Villa Park, Illinois

EDUCATION:

Bachelor of Science in Civil Engineering, University of Poona, 1992

Diploma in Construction Technology, Father Agnel Polytechnic, Bombay, India, 1988

CERTIFICATIONS/AFFILIATIONS:

Professional Associate: Royal Institution of Chartered Surveyors: 2007

Certified Cost Engineer (CCE) by Association for the Advancement of cost Engineering International (AACE International)

Certified Construction Contract Administrator (CCCA) by Construction Specification Institute (CSI)

LEED Accredited Professional (LEED AP) by United States Green Building Council (USGBC)

Associate Member of American Society of Civil Engineers

Certified Contractors Quality Control (CQC) by United States Army Corps of engineers

YEARS OF EXPERIENCE: 18+



RÉSUMÉ

Zac Horne

Senior Electrical Estimator – Faithful +Gould

Mr. Horne recently joined Faithful+Gould as an Senior Electrical Estimator. His background as a project manager and estimator for various electrical contractors brings great perspective to our estimating team.

From his 15 years of industry experience, Mr. Horne has extensive knowledge of electrical systems and installation and managing project budgets in a detailed and thorough manner.

REPRESENTATIVE EXPERIENCE:

AVIATION

- + Naval Reserve Market Style Apartment, Minneapolis, MN
- + Naval Reserve Administration Building, Newton, NC
- + Dover Air Freight Terminal, Dover, DE
- + Fort Bragg, Fort Bragg, NC
- + MN Department of Human Services, St. Paul, MN
- + MSP International Airport, St. Paul, MN

EDUCATION

- + School of the Art Institute of Chicago, Laser Lab, Chicago, IL
- + University of Minnesota, Eddy Hall, Minneapolis, MN
- + University of Minnesota, Science & Biomedical Engineering, Minneapolis, MN
- + Western Illinois University, Student Union, Macomb, IL
- + Western Illinois University, Classroom and Offices, Moline, IL
- + Mounds Park Academy, Maplewood, MN
- + College of St. Catherine, St. Paul, MN
- + Bethel University, Benson Great Hall, Roseville, MN

EDUCATION:

Dunwoody College of Technology, A.A.S, Electrical Construction & Design, Minneapolis, MN

YEARS OF EXPERIENCE: 15+



RaMona Westbrook, AIA, LEED AP

PROFESSIONAL EXPERIENCE

1994 to present

Brook Architecture Inc., Chicago, IL

Principal

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

Total Years of Professional Experience:

EDUCATION

University of Illinois

Urbana, Illinois 1991

Master of Architecture

University of Illinois

Urbana, Illinois 1985

Bachelor of Architectural Studies

PROFESSIONAL STATUS

Licensed Architect, State of Illinois

United States Green Building Council, LEED Accredited Professional

American Institute of Architects, Past Board Vice-President

Vivian G. Harsh Society, Founding Board Member

RELEVANT EXPERIENCE

Category A – N/A

Category B – N/A

Collins Campus Renovations (Category C)

Chicago, Illinois

Responsible for the executive management of a \$6 million design and renovation of three buildings: The Academic Building, Fine Arts & Technology Building, and the Physical Education Building. Ms. Westbrook coordinated a team of seven consultants to assess and document existing conditions then incorporated the team findings into a detailed design concept narrative. The renovation included major electrical and mechanical improvements. The lighting, sound and acoustics in the Auditorium Theater of the Fine Arts Building were updated and an area once used for auto shop classes converted to a Media Center. The swimming pool in the Phys. Ed. Building was renovated and the security system updated.

RaMona Westbrook, AIA, LEED AP(cont'd)

Category D -

31st Street Harbor Building (Category E)

Ms. Westbrook led her design team in developing the program for the Chicago Park District's new harbor building. The project required community approval and the company attended several meetings hosted by the ward Alderman. Ms. Westbrook presented the design options and created a methodology to measure the community's preferences. The final design featured a multipurpose community center with views of the downtown skyline, and amenities for boaters, tourist and community residents: a restaurant, harbor management office, a harbor store, showers, laundry facility and visitor parking.

Gwendolyn Brooks College Preparatory Academy - Athletic Center (Category F)

Chicago, Illinois

Ms. Westbrook acted as Brook's principal-in-charge for the BLDD/Brook Joint Venture, Brook served as the AOR from Design Development through Project Close-Out for a stand-alone 50,000 SF Athletic Center Addition (principally a Natatorium and Competition Gymnasium) and for the conversion of space within the existing school into science laboratory classrooms (from existing music lab space) and language laboratory space (from existing library space). RaMona coordinated the scope and schedule with the user agency, program manager and the team. The project anticipates a 'Silver' certification through the LEED for Schools program.

Daley College

IDPH



Philip Johnsson, AIA, LEED AP

SUMMARY

Philip Johnsson is a licensed architect and senior member of Brook Architecture's architecture design staff. He provides technical and design leadership for major projects and guides the Brook team in developing design documents that follow accepted construction principles and all applicable codes. He also leads the company's quality assurance/quality control program. His professional experience includes industrial, institutional, retail and residential design, with a focus on life safety requirements. Philip is a conscientious leader with drive and expertise that fosters confidence in his clients and peers.

EDUCATION

Illinois Institute of Technology

Chicago, Illinois 1994

Bachelor of Architecture Degree with Honors

PROFESSIONAL STATUS

Licensed Architect, State of Illinois

American Institute of Architects, Chicago Chapter

USGBC LEED Accredited Professional

PROFESSIONAL EXPERIENCE

Present

Brook Architecture Inc., Chicago, IL

Senior Project Manager

Leads the production effort while interacting with the client, the project team and consultants. Oversees construction principles, code requirements and technical production while articulating client needs throughout the design process. Provides leadership, management and technical guidance to the in-house design staff and outside consultants. Assists the Vice-President with client satisfaction and project delivery.

2005 thru 2009

K2N Crest, Oak Brook, Illinois

Senior Project Architect

Recruited to K2N as part of an initiative to add architecture to the company's core business of structural engineering. Prepared proposals and client presentations that captured and enhanced the design concept and earned new projects. Responsible for existing client contact and development, planning and design, documentation, obtaining permits, construction administration and all forms of project coordination.

2003 thru 2005

Loebl Schlossman & Hackl, Chicago, IL

Project Architect

Managed all phases of design, documentation, construction, and construction administration of various healthcare facilities (new facility additions as well as numerous interior suite re-programming renovations). Grew in health care planning via office mentoring. Introduced to and mentored in the process and implantation of quality assurance within an office.

Philip Johnsson, AIA, LEED AP (cont'd)

2001 thru 2003

Gonzalez Hasbrouck Architects, Chicago, IL

Project Architect

Accepted position in newly-formed practice as a project architect. One of a collaborative team of architects and architectural offices who managed the renovation of the CTA's 18 station Brown Line. Specifically in charge of Sedgwick Street Station, the project sharpened skills in programming, design, documentation, contract administration and coordination.

1999 thru 2000

CANNON Design, Chicago, IL

Architect

Introduced to health care planning. Continued to focus on higher learning begun at previous office. Jointly responsible for design, solely responsible for documentation and jointly responsible for contract administration.

1995 thru 1999

Solomon Cordwell Buenz & Associates, Chicago, Illinois

Intern Architect / Interior Architect

Began career by learning from office mentors the art of balancing quality drafting with proper and efficient documentation. Focused heavily on learning / detailing numerous construction types and following up with construction site visits. Moved to the interiors department and began taking on independent roles within the office. Became interiors department project architect with responsibilities encompassing multiple project phases (schematic design thru construction administration).

RELEVANT EXPERIENCE

Chemical and Life Sciences Building, Urbana, Illinois

Senior project manager for the renovation and retrofit of 1,660 s.f. of the University of Illinois at Urbana-Champaign's Spectrometer Laboratory for the School of Chemical Sciences. Phil managed consultants, UIUC end users, the Spectrometer vendor, and the various phasing and timetable requirements in order to deliver the project on time and within budget. Existing laboratory operations and flow were studied in depth in order to correct and improve upon the laboratory's efficiency. Flooring, walls, ceiling, lighting, and mechanical and electrical systems were studied and upgraded as needed. Thru methodical coordination with the cost estimator he maintained a careful balance between developing the design and staying within the demanding construction budget. In addition to renovating the laboratory for its increased demands, Brook Architecture studied and developed an aesthetic "stand-off" zone on the south exterior face of the laboratory building.

Saints Mary and Elizabeth Medical Center Emergency Department Addition, Chicago, Illinois

Project Architect responsible for the interior build out documentation of a 50,000 s.f. emergency department addition. Jointly programmed, planned, and designed the interior build out (exterior shell was developed in tandem with interior - in house) of the hospital's new emergency department. Responsible for drawing documents and the necessary coordination of the multiple consultant disciplines involved on the project. Construction cost: \$13 million

Philip Johnsson, AIA, LEED AP (cont'd)

Westlake Hospital Emergency Department Addition, Melrose Park, Illinois
Project Architect responsible for the envelope of a new emergency department addition. Project involved coordination and detailing of an exterior masonry and stone façade for a 13,500 s.f. building wing addition. Seamed the new emergency department addition into four adjacent buildings spanning 90 years of various construction types.

Various Medical Suites, Chicago and suburbs of Illinois
Peace Village Suite Addition, Palos Park, Illinois (1,781 s.f.)
NE MRI Office Demolition and Remodel, Vernon Hills, Illinois (5,600 s.f.)
PCC Wellness Clinic, Chicago, Illinois (450 s.f.)
New Heart Care Centers Office Suite, Berwyn, Illinois (6,700 s.f.)
RML Specialty Hospital Bathroom Remodel, Hinsdale, Illinois (600 s.f.)

Marklund Charities, Bloomingdale, Illinois
Project Architect responsible for the programming thru construction documentation of a 12,000 s.f. Long Term Care Facility.
Construction cost: \$3 million

Great Lakes Naval Station, Great Lakes, IL
Member of a large professional services (Architectural, Mechanical, Plumbing, Electrical, Controls, Fire Protection, Energy, and Cost Estimators) team commissioned to investigate and make recommendations (via narrative and drawing reports) for converting 120 buildings currently dependent on main plant steam to independent natural gas service. Responsible for 16 of the 120 buildings, coordinating investigations and submitting recommendations of life safety, accessibility, traffic flows, and room adjacencies in relation to the affected mechanical rooms of each building analyzed with the various design offices involved. Through a dynamic and evolving coordination effort, the design teams developed and submitted to the Navy, design recommendations and supporting data for converting the designated buildings from steam to standalone heating and domestic hot water systems. Findings and recommendations varied from adaptive reuse of existing mechanical space, acquiring additional space in the building, or proposing new room additions.
Construction Cost: Estimated at \$40-50 million.

Mark Robinson, RA, LEED AP
3327 W Hutchinson
Chicago, IL 60618
(773) 793 - 5523
mark@robinwhites.net

REGISTRATION: **Illinois Licensed Architect since 1995**
ACCREDITATIONS: **LEED Accredited Professional**
Chicago Energy Professional

EMPLOYMENT: **MArchitecture**, Chicago, IL; February 2011 – Present
-Principal, general practice architecture firm located in Chicago, Illinois.
-MArchitecture specialties are: working with non-profit organizations and developers, industrial and commercial architecture, inspections, investigations, reports and violation corrections.

HCO Architects, PC, Chicago, IL; October 2008 – February 2011
-Project Manager for the Chicago office expansion of an Indianapolis based firm.
-Proposals, preliminary design and construction administration for several church and affordable housing projects.

Alexander & Associates, Chicago, IL; May 2006 – October 2008
- Project Architect for numerous repair and restoration projects
- Studies and evaluations for condominium associations
- City mandated inspections, including facade, life safety, exterior iron, and binocular
- Forensic evaluations of leaks and other building failures.

Environ/Harley Ellis Devereaux, Chicago, IL; February 1999 – May 2006
- Project Architect for a number of large and small projects, including senior and non-profit housing development, single family renovations, and healthcare renovations.
- Managed one to ten people on projects
- Provided complete architectural services, including programming, feasibility studies, schematic design through construction documents, construction administration, and specifications

Wright Architects, Chicago, IL; January 1997 - January 1999
- Project Architect for two \$40m office buildings
- Design and detailing of external skin
- Network and CAD administrator for a 30 person office

STR Partners, Chicago, IL; April - November 1996
- Senior Architect on several school buildings

Dobrin + Associates, Ltd., Northbrook, IL; May 1994 - April 1996
- Project Architect, design and working drawings on a variety of industrial and commercial projects

J.W. French Associates, Boston, MA; May 1986 - August 1991
- Design and working drawings, specifications and construction administration.

EDUCATION: **Boston Architectural Center**, Boston, MA: Bachelor of Architecture
Syracuse University School of Architecture, Syracuse, NY: 1982- Fall 1985
The Shelter Institute, Bath, ME: May 1984

COMPUTER SKILLS: Experienced with AutoCAD r12- 2009 and ADT as well as AutoCAD programming and customization. Training in Microstation.
Proficient in Microsoft Word, PhotoShop, and most common Windows programs

OTHER ACTIVITIES: Chair of the board of **Chicago Friends School**, Have served on neighborhood civic association board and ward vision committee.
Design and build furniture, paint, draw, and compose music.

Mark Robinson, AIA
3327 W Hutchinson
Chicago, IL 60618
(773) 793 - 5523

PROJECTS:

Life Application Ministries, Warren, MI, 2009-2010
Project manager for a new family life center and future sanctuary for a church

Christian Valley MBC, North Chicago, IL, 2008-2009
DD, CD and CA for a church addition

2100 North Racine, Chicago, IL, 2007-2008
Roofing replacement, deck and green roof installation

2700 West Belmont, Chicago, IL, 2007-2008
Study and recommendations for extensive leak remediation

Broadview Place, Broadview, IL, 2006-2008
Project manager for a new 87 unit condominium with ground floor retail

Alternative Living Options, Harvey, IL, 1999-2002
All phases from programming through CD's for a 150 bed senior housing project.

MacNeal Hospital, Berwyn & Riverside, IL, 2006
Renovations to a hospital suite and an outpatient clinic

Wentworth Commons, Lakefront Supportive Housing, Chicago, IL, 2002-2004
Specification, project management, and construction administration for a 51 unit multi-family residence and supportive services for low Income Individuals and families. LEED certified, and an AIA housing award winner

Norwood Park Home, Chicago, IL 2005-2006
Project architect for a \$65m redevelopment and repositioning of a senior housing continuing care community

The British Home, Brookfield, IL, 2000-2003
Project manager, specifications and construction administration for a 73 unit, \$11m assisted living facility

Salisbury Residence, Chicago, IL, 2004
Renovation of a private condominium on Lakeshore Drive

3410 North Lake Shore Drive, Chicago, IL 2007
Concrete restoration for an enclosed parking garage

AidsCare, Chicago, IL, 2003-2004
Specifications for three phases of a supportive residential campus, and project architect for a commercial building

The Altenheim, Forest Park, IL, 1999
Feasibility study for renovations to a senior housing and nursing facility

Pleasantdale Middle School Additions and Renovations, Burr Ridge, IL, 1996
\$2 million classroom and multipurpose room addition

Hewitt Corporation, Lincolnshire, IL, 1998
Two 250,000 sq. ft., ±\$40m build to suit office buildings, in two phases.

Rainbow Fish House, Elk Grove Village, IL, 1995-1996
29,000 sq. ft. food processing plant

Culinary Foods, Chicago, IL, 1995-1996
104,000 sq. ft. freezer, storage and office addition

Courtesy Corporation, Buffalo Grove, IL, 1994-1996
342,000 sq. ft. manufacturing and distribution center

Stonecrest Village, Boston, MA, 1990-1991
28 unit single family modular housing project

Wayland Housing, Wayland, MA, 1990
Single family renovations and new construction for the Wayland (MA) Housing Authority

REFERENCES:

Nycole Williams, DKCondo, client, 312-326-2500, N.Williams@dkcondo.com

Tom Stanley, Progressive Vision Management, contractor for Christian Valley MBC,
(630) 631-2274, tstanley@progressivevisionmanagement.com

Mark Jones, Harley Ellis Devereaux, Chicago, IL (312) 324-7432 mrjones@hedev.com

Susan King, Harley Ellis Devereaux, Chicago, IL (312) 324-7431 sfking@hedev.com

Joseph Alexander, Alexander & Associates, 312-880-1100



Susan Thayer,

SUMMARY

Susan Thayer is an excellent problem solver. Her organization skills combined with her attention to detail make her an asset on every project.

PROFESSIONAL EXPERIENCE

2009 to Present
Brook Architecture Inc., Chicago, IL
Project Manager

2002 to 2008
Chipman Adams Architects, Inc., Park Ridge, IL
Project Associate

EDUCATION

Arizona State University
Master of Architecture 2002

University of Illinois at Urbana-Champaign
Bachelor of Science in Architectural Studies 1999

PROFESSIONAL STATUS

LEED-AP
USGBC, Chicago Chapter
Certified Document Technician

RELEVANT EXPERIENCE

Category A – NA

Category B – N/A

Gwendolyn Brooks College Preparatory Academy (Category C, Category F)
Project Manager: Athletic Center Stand-Alone Addition (LEED Silver)
Chicago Public High School
Chicago, Illinois

Project Lead for the Athletic Center addition to this Chicago Public School. The 57,000 square foot stand-alone addition includes a Competition Gymnasium, Natatorium, and Fitness Center. Responsibilities included coordinating with consultants and the AOR for the Performing Arts addition, as well as managing internal team members from design development through construction administration and closeout.

Susan Thayer, LEED AP, CDT (cont'd)

Category D – N/A

McCormick & Schmick's Seafood Restaurant (Category E)

Project Manager: Stand-Alone Restaurant
Rosemont, IL

Managed the completion of construction documents and construction administration for a new, high-end restaurant in Rosemont. Coordinated directly with the client, engineers, and contractor from design through construction. Developed a new design concept for three other locations in California, Virginia, and Florida.

Gap Inc.(Category E)

Assistant Account Manager & Project Manager: National Retail Chain
Gap, Banana Republic, Old Navy, and Outlet Brands
Various Locations in the 48 contiguous United States

Coordinated and trained additional staff members to complete approximately 50 projects per year throughout the country. Projects included new and remodel stores for which site surveys, design documents, construction documents, and construction administration were provided. Responsibilities also included proposal writing, contract negotiation, billing, and coordinating directly with the client, engineers, and contractors.

Restaurant and Retail Projects (Category E)

National Chains and Local Companies

Worked on several restaurant and retail projects including Boston Market's Rotisserie Grill, Harlem Furniture, Firestone, Sopheia Parros, Ulta Cosmetics, Potbelly Sandwich Works, Bally Total Fitness and Sak's Fifth Avenue. These projects included site surveys, site design, kitchen and dining layouts, showroom layouts as well as construction documents.



ANDREW T. KRAUKLIS, S.E., R.A.
CURRICULUM VITAE

Employment:

Vice President/Principal
K2N Crest
3/93 to present

Consultant
Raths, Raths, & Johnson, Inc.
10/78 to 3/93

Structural Engineer
Envirodyne Engineers, Inc.
6/75 to 10/78

Teaching Assistant at the
University of Illinois
1/74 to 6/75

Registration:

- Structural Engineer
Illinois, 1981 to present
- Architect
Illinois, 1996 to present
- Architect
Wisconsin, 1982 to present
- Certified EIFS Inspector/Certified Moisture
Analyst
Exterior Design Institute, June 1998

Education:

University of Illinois
M.S. in Architectural Engineering

University of Illinois
B.S. in Architecture

Professional Affiliations:

American Concrete Institute

- Committee 437 - Strength Evaluation of
Existing Structures
- Structural Engineers Risk Management
Council (SERMC)

Design Experience:

Mr. Krauklis has prepared numerous designs for the construction of new, and the rehabilitation of existing, facilities. These facilities include:

- Commercial
- High rise
- Power generation
- Residential
- Theatrical
- Transportation
- Water treatment

This experience includes both architectural and structural designs for new and existing construction. Designs have incorporated the use of traditional as well as some of the more progressive techniques and materials.

Traditional Designs include:

- Brick Masonry
- Concrete
- Limestone Masonry
- Pavement
- Precast concrete
- Prestressed concrete
- Post-tension concrete
- Terra Cotta Masonry
- Timber

Progressive Designs include:

- Cementitious wall panels
- Epoxies
- Fiberglass
- Micro-silica overlays
- Post tensioning of steel beams
- Steel stud brick veneer



ANDREW T. KRAUKLIS, S.E., R.A.
CURRICULUM VITAE

Contractor Support Designs and Services
include:

- Falsework
- Shoring
- Formwork
- Construction Administration
- Scheduling
- Sequencing

Investigation Experience:

Structural investigation and evaluation experience consists of numerous projects both during and after construction, having a variety of problems, from simple distress to total collapse.

Investigations include:

- Bridges
- Cooling towers
- Curtainwall / Windows / Door
- Facades: Brick / Limestone / Terra Cotta
- High-rises
- Parking Structures
- Power plants
- Schools
- Theaters
- Warehouses
- Waste water treatment plants
- Water treatment plants

Evaluations include:

- Condition Surveys
- Documentation
- Testing
- Diagnostics
- Analysis

Analytical experience includes extensive use of computers.

Architectural Investigation and Evaluation

experience centers on nonperformance of building envelopes including: walls, windows, doors, and roofs. Leak path determination has been conducted on numerous buildings.

Other Experience and Skills related to investigation of distressed structures include:

- Reports
- Demonstrative graphics
- Posters
- Models
- Expert Testimony

Investigative Services have been provided to numerous clients including:

- Owners
- Architects
- Contractors
- Government agencies
- Insurance carriers
- Attorneys

Testing Experience:

Structural testing experience includes both full scale and model testing. Model structural load tests include a series of 1/3 scale pier caps for Dade County MetroRail.

Full-scale Structural Load Testing includes:

- Through-truss bridges
- Precast guideway girders
- Concrete pier caps
- Concrete floor slabs
- Masonry walls
- Curtain wall systems

Mock-up Testing includes:

- Forming systems
- Falsework
- Connection details

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CURRICULUM VITAE

- Anchor bolts
- Masonry wall ties
- Masonry bond strengths

In addition, Architectural testing experience includes diagnostic examination for performance. Wind studies include model testing, and field monitoring.

Full Scale Architectural Testing includes:

- Masonry permeance
- Curtainwalls/Windows
- Doors
- Water infiltration
- Air infiltration
- Roof flood tests

Publications:

Krauklis, A.T., "A Study of Compatibility of Brick and Mortar for Maximizing Masonry Bond Strength", Masonry: Design and Construction, Problems & Repair, STP 1180, John M Melander, and Lynn R. Lauersdorf, Eds., American Society for Testing and Materials, Philadelphia, 1993.

Krauklis, A.T. & Guedelhoefer, O.C., "Full-Scale Testing of Inverted Tee Beams", ACI Load Testing Symposium at Philadelphia Convention (1991), Predrag L. Popovic Eds. American Concrete Institute, Detroit, 1991.

Krauklis, A.T. & Guedelhoefer, O.C., "To Bond or Not to Bond", Concrete International Vol. 8 No. 8, American Concrete Institute, Detroit, August 1986.

Krauklis, A.T. & Guedelhoefer, O.C., "Comments on Spandrel Beam Behavior and Design by C.H. Raths", PCI Journal, Vol. 30 No. 5, September - October 1985, pp. 171-174.

ACI Committee 437, "Strength Evaluation of Existing Concrete Buildings", ACI 437R - 91, American Concrete Institute, Detroit, 1992.

Representative Design Projects include:

- **Fry's Foods, Phoenix, AZ:** Designed a *Perishable Food Warehouse*, including a steel frame, precast walls and built-up roof.
- **Sun-Maiden Raisin Grower of California, Fresno, CA:** Designed a *Dryer Facility*, including structural slab, precast concrete walls and built-up roof.
- **Washington Metropolitan Transit Authority, Washington, DC:** Designed *Two Rapid Transit Car Repair Shops*, including structural slabs and equipment pits.
- **City of Chicago, Chicago, IL:** Designed *Columbus Drive Viaduct, Randolph Street Viaduct, North Des Plaines Street Viaduct*, including both concrete substructures, and steel superstructures.
- **North Bayside Unit, Burlingame, CA:** Designed the *Sludge Dewatering Facility* including a two story steel frame and pile foundation.
- **Metropolitan Sanitary District of Greater Chicago, Chicago, IL:** Developed the design for the *Northside Treatment Plant*, including new settling tanks, modifications to existing tanks, and coordination of the sub-consultants in the design of the utility tunnel system.
- **Metropolitan Sanitary District of Greater Chicago, Chicago, IL:** Developed the design for the surface structures that link the local systems into the *Deep Tunnel Project*.
- **Northern Illinois University, DeKalb, IL:** Prepared the design for the three-story addition to *Wirtz Hall*, including the steel frame, load bearing Precast wall panels, and hollowcore slabs.

ANDREW T. KRAUKLIS, S.E., R.A.
CURRICULUM VITAE**Investigation and Repair Projects include:**

- **Metropolitan Dade County, Miami, FL:** Analyzed the entire *MetroRail Guideway* system, including stations. Conducted full scale load testing on the guideway girders and pier caps. Developed repairs for both.
- **Mississippi Power & Light, Grand Gulf, MS:** Investigated the feasibility of repairs to a tornado damaged *Hyperbolic Natural Draft Cooling Tower*. Developed and tested repair design including the addition of stiffing rings to the veil, modification to the fill package, and the sealing of the water distribution system.
- **Wolf Trap Theater for the Performing Arts, Vienna, VA:** Developed repair procedures for *Roof Collapse* including shoring, deposition jacking and post tensioning. Also analyzed and developed repair procedures to strengthen *Rigging* members.
- **Superior Construction, Gary, IN:** Investigated the *Cline Ave at Riley Road Collapse*. Developed repair details including a complete *Falsework* design. Provided *Expert* consultation to legal counsel.
- **Harper House Condominium, Baltimore, MD:** Investigated, developed the Repair Design, and provided Construction Administration for a masonry wall, window, solarium and roof replacement. Harper House is a 15 story, 200 unit residence. Provided *Expert* consultation to legal counsel.
- **Chicago Transit Authority, Chicago, IL:** Load Tested five through-truss type bridges, including the installation of instrumentation, and stain gauges.
- **Annen Woods Condominium Association, Pikesville, MD:** Investigated structural defects of the Load Bearing Masonry walls and leakage through the windows and solarium. Provided *Expert* consultation to legal counsel.
- **Towsongate Condominium Association, Towson, MD:** Investigated structural defects associated with the Steel Stud Brick Veneer walls and leakage of roof, windows, solarium. Towsongate is a complex of three-story buildings. Provided *Expert* consultation to legal counsel.
- **Edgewater House Condominium Association, Bethany Beach, DE:** Investigated and developed repairs for the wall panel system, roof and concrete balconies. Provided *Expert* consultation to legal counsel, and *Testimony*.
- **Panzca Construction, Cleveland, OH:** Investigated, and developed conceptual repairs for five schools. The various systems investigated include a composite brick and concrete precast wall panels, masonry walls, concrete foundations, a foam formed planetarium, sprayed on roofing, standing seam metal roofing and built up roofing. Provided *Expert* consultation to legal counsel, and *Testimony*.
- **Inland Real Estate, Hoffman Estates, IL:** Investigated, and developed a repair for excessive *Foundation Settlement* of a four-story apartment building. The repair included the installation of steel pipe piles, and the jacking of the building.
- **Beijing Szechwan Restaurant, Oak Park, IL:** Investigated bowstring timber roof collapse. Provided *Expert* consultation to legal counsel, and *Testimony*.



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- **Joseph Freed & Associates, Norridge Commons Shopping Center, IL:** Provide annual inspection and repair recommendations for shopping center parking lot and detention basin. Prepares repair documents for bid. Provide Construction Administrative Services during the implementation of repairs.
- **Village on the Lake, Itasca, IL:** Investigated approximately 10 acres of deteriorated parking lot and roads. Prepared repair documents for bid. Provided Construction Administration Services during the implementation of repairs.
- **Four Lakes Condominium, Lisle, IL:** Investigated 20 deteriorated timber stairs. Prepared repair documents for bid. Provided Construction Administration Services during the implementation of repairs.
- **Joseph Freed & Associates, Four Flag Shopping Center, IL:** Provided investigation and repair recommendations for shopping center parking lot. Provided preliminary cost estimate of repairs.
- **Ameritech Headquarters, Hoffman Estates, IL:** Investigated deterioration of parking garage expansion joints, and approach driveway. Prepared repair documents for bid. Provided Construction Administration Services during the implementation of repairs. Other projects included a **Waterproofing** Investigation, Repair Design and Construction Administration for the main kitchen and dishroom.
- **Waterford Condominium, Chicago, Illinois:** Investigated deterioration of concrete parking garage under highrise condominium. Prepared repair documents for bid. Provided Construction Administration Services during the implementation of repairs. Investigated masonry façade deterioration. Prepared repair documents, administered the bidding process, and developed construction phasing. Provided construction administration and field observation services during the repairs.
- **Chicago Hilton and Towers, Chicago, IL:** Investigated deterioration of exterior masonry facade (Brick and Limestone). Prepared repair documents for bid. Provided Construction Administration Services during the implementation of repairs.
- **Palmer House Hilton, Chicago, IL:** Investigated deterioration of exterior masonry facade (Brick and Limestone). Prepared repair documents for bid. Provided Construction Administration Services during the implementation of repairs.
- **Lincoln Property Company, The Engineering Building, 205 W. Wacker Drive, Chicago, IL:** Investigated deterioration of exterior masonry facade (Brick and Terra Cotta). Prepared repair documents for bid. Provided Construction Administration Services during the implementation of repairs. Provided *Expert* consultation to legal counsel, and *Testimony*.
- **Leasing and Management, Lake Vista Apartments, Chicago, IL:** Investigated deterioration of exterior masonry facade (Brick and Terra Cotta). Prepared repair documents for bid. Provided Construction Administration Services during the implementation of repairs. Provided *Expert* consultation to legal counsel, and *Testimony*.

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- **Joseph Freed & Associates, Sullivan Center, Chicago, IL:** Serving as General Consultant and Structural Engineer for the restoration of the former Carson Pirie Scott Building. Designed new stairwells, strengthening of existing historical stair cases, removal of existing escalators, strengthening of existing floors, design of new mechanical equipment support framing, and installation of new escalators and elevators
- **Joseph Freed & Associates, Westtown Center, Chicago, IL:** Investigated deterioration of exterior masonry facade (Brick and Terra Cotta). Prepared repair documents for bid. Provided Construction Administration Services during the implementation of repairs.
- **233 East Walton Place, Chicago, Illinois:** Investigated the deterioration of the brick and stonecast facade. Prepared repair documents for bid. Provided construction administration and field observation services during the repairs.
- **Chicago Hilton and Towers, Chicago, Illinois:** Investigated the deterioration of the brick and limestone facade. Prepared repair documents for bid. Provided construction administration and field observation services during the repairs.
- **Lake Vista Apartments:** Investigated deterioration of the brick, limestone, and terra cotta facade of this three building development. Prepared repair documents, administered the bidding process, and developed construction phasing. Provided construction administration and field observation services during the repairs.
- **Market Square Lofts, Chicago, Illinois:** Investigated deterioration of the brick and terra cotta facade. Prepared repair documents for bid. Provided construction administration and field observation services during the repairs.

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WILLIAM B. EARLY, RRC, CCS
CURRICULUM VITAE

Employment:

Senior Consultant
K2N Crest Consulting Engineers PC
1010 Jorie Blvd., Suite 320
Oak Brook, IL 60523
630.990.9595
www.k2n.com
<billearly@k2n.com>

Registrations/Certifications:

- Registered Roof Consultant, No. 057, RCI, Inc., 1990 (annually maintained)
- Certified Construction Specifier, Construction Specifications Institute (CSI), 1986 (annually maintained)

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 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:
 - Rossville Roof Drying Project, 1997 - 2000
 - Regional Nominating Chair, 1998 - 2002
 - Ethics, 2002 - present
 - Ethics Chair, 2006 - 2010
- RCI Delegate to NRCA Energy Awareness Steering Committee, 2005 - 2007
- Team Instructor for RCI Education modules, 2001 - present

Chicago Area Chapter of RCI, Inc. (CAC-RCI)

- Charter Professional Member, 2003 - present
- Secretary, 2003 and 2004
- Vice President, 2005
- President, 2006
- Treasurer, 2011 - 2012
- Committees:
 - Bylaws and Rules, Chair, 2003 - present
 - Strategic Planning, 2005 - 2009
 - Chicago Roofing Alliance, Liaison, 2007 - 2008
 - Program / Education, 2007 - present
 - Affiliated Chapter Award, 2007 - present

CAC-Building Envelope Foundation NFP

- Founding member, 2012
- Board of Trustees, President
- CEO and COO



WILLIAM B. EARLY, RRC, CCS
CURRICULUM VITAE

Construction Specifications Institute (CSI)

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

Chicago Building Code Initiative

- A joint taskforce of representatives from the City of Chicago and the Chicago area building design community.
- Member of the Building Envelope Group (C) and Roofing (Chapter 15) subcommittee, 2009-2010

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

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

WILLIAM B. EARLY, RRC, CCS
CURRICULUM VITAE

- 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
- 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.

Honors and Awards:

- RCI: 2010 Outstanding National Volunteer Award
- CAC-RCI: President's Award, 2009
- CAC-RCI: Executive Service Award, 2007
- RCI: Certificate of Appreciation, 1998, 1999, 2000
- CSI: Certificate of Appreciation, 1987

Articles Published and Presentations:

- Early, William B., et al., editors, Condos, Townhomes and Home Owner Associations: How to Make Your Investment Safer by Patrick Hohman, 2010
- 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

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Donovan L. Beech, P.E., LEED A.P
Principal
Dynacept, Inc.

EDUCATION

University of Illinois (Urbana)
M.S. Mechanical Engineering, 1980
North Carolina A&T State University
B.S. Mechanical Engineering, 1979

PROFESSIONAL BIOGRAPHY

Dynacept, Inc.
1986 to Present
Other firms:
1980 to 1986

LICENSES

Licensed Professional Engineer - Illinois
Licensed Professional Engineer - Indiana
Certified Energy Professional - City of
Chicago
LEED, AP BD&C

ORGANIZATIONS AND ACTIVITIES

Member, ASME
Member, ASHRAE
Member, ASPE
Member, USGBC- Chicago Chapter

PROFILE

Mr Beech has been a Principal with Dynacept since 1986. He is responsible for the overall quality of the firms design work in mechanical, electrical, plumbing and fire protection engineering. As a Principal, he also shares in the day to day management of the firm.

Mr Beech has over 33 years of experience as a consultant in mechanical and electrical engineering. He has been involved as a Design Engineer/Project Manager on numerous building renovation projects, including medical centers, laboratories, fire stations, libraries, gymnasiums, office buildings, etc.

Among the recent projects designed and managed by Mr. Beech are the mechanical, electrical, plumbing and fire protection design services for several Chicago Public School projects, including Garvy Elementary School Addition, Langston Hughes/Davis Developmental Elementary School, and Carver Middle School; Other projects include: CHA Housing projects, Maywood Public Library; Avalon Library, Engine 88 Fire Station; several West Side VA Hospital suites, Effie Ellis Daycare Center, Muntu Dance Theatre, several City of Evanston buildings; several clinics for Cook County Hospital, various projects at the Field and DuSable Museums; several projects at Chicago State University, several projects for the Capital Development Board of Illinois, and, numerous laboratories at Northwestern University, Evanston, IL.

Mr. Beech has also participated in the permit review of various projects as a consultant to the City of Chicago, Department of Construction and Permits.

DYNACEPT, INC.

Daphne Huang
Mechanical/Plumbing Engineer
Dynacept, Inc.

EDUCATION

Tongji University, Shanghai, China
Bachelor of Science in Mechanical
Engineering (1991)

PROFESSIONAL BIOGRAPHY

**Zhejiang Building Design &
Research, P. R. China**
1991 to 1998

Other U.S. Firms:
1999 to 2000

Dynacept, Inc.
2000 to Present

PROFILE

Ms. Huang provides assistance in the design and drafting of mechanical and plumbing systems for buildings.

Ms. Huang has over 22 years of experience as a Mechanical Engineer.

She has been involved in the design of mechanical and plumbing systems for various clients including, the Capital Development Board, Chicago Public Schools, Public Building Commission, City of Chicago, United States Government, and Private Developers.

Recent mechanical design projects completed by Ms. Huang include: Avalon Library, Chicago, IL; St Vincent Ferrer Church in River Forest, Illinois; Kitchen at Madden Developmental Center; Engine 88 Fire Station, Chicago, IL; Muntu Dance Theatre, Chicago, IL; Various projects for VA West Side, Chicago, IL, DuSable Museum Roundhouse Project, Onahan Annex, Garvey Addition, Marvin Camras Elementary School renovation project and numerous others

DYNACEPT, INC.

Francisco Cruz
Plumbing/FP Designer
Dynacept, Inc.

EDUCATION

Devry Institute, Chicago, IL
AAS Certificate (In Progress)

PROFESSIONAL BIOGRAPHY

Dynacept, Inc.
2005 to Present

Other Firms
1991 to 2005

PROFILE

Mr. Cruz provides design and CAD layout for plumbing, piping and sprinkler systems; he also provides reconciliation of field conditions for placement of new equipment.

Mr. Cruz has over 19 years of experience as a Mechanical Designer. He has been involved in the design of mechanical systems for numerous projects including medical centers, laboratories, gymnasiums, schools, universities, museums, office buildings, etc.

Among recent projects designed by Mr. Cruz are plumbing and fire protection upgrades at the University of Chicago, 5710 - Student Center, University of Illinois - Sleep Lab, Field Museum Evolving Planet and Ancient Americas Exhibits, DuSable Museum Roundhouse Project, Langston Hughes/Davis Developmental Elementary School, Jesse Brown VA Westside Medical Center - Kitchen Renovation Project, Chicago State University Police Station Upgrades, and numerous others.

DYNACEPT, INC.

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

**SCHEDULE G
OTHER CONDITIONS**

NONE

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

**EXHIBIT A
DISCLOSURE OF RETAINED PARTIES**

ARCHITECT'S DISCLOSURE OF RETAINED PARTIES FOLLOWS ON NEXT PAGE

Attachment E - Disclosure of Retained Parties

ATTACHMENT E
DISCLOSURE OF RETAINED PARTIES
PUBLIC BUILDING COMMISSION OF CHICAGO
REQUEST FOR QUALIFICATIONS
FOR
ARCHITECT OF RECORD SERVICES
CHICAGO VOCATIONAL CAREER ACADEMY

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: Chicago Vocational Career Academy
Description of goods or services to be provided under Contract: Architect of Record Services, Architectural and Engineering
2. Name of Consultant: DLR Group
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

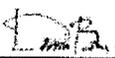
Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (Indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: X

4. The Consultant understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
 - b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.



Signature

August 8, 2012
Date

Dennis Bane, AIA

Name (Type or Print)

Vice President and Principal

Title

Subscribed and sworn to before me

this _____ day of _____ 20__

Notary Public

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

ARCHITECT'S AFFIDAVIT FOLLOWS ON NEXT PAGE

Attachment F - Disclosure Affidavit

ATTACHMENT F
DISCLOSURE AFFIDAVIT
PUBLIC BUILDING COMMISSION OF CHICAGO
REQUEST FOR QUALIFICATIONS
FOR
ARCHITECT OF RECORD SERVICES
CHICAGO VOCATIONAL CAREER ACADEMY

Name: DLR Group

Address: 222 S Riverside Plaza, Suite 2220, Chicago IL 60606

Telephone No.: 312/382-9980

Federal Employer I.D. #: 36-4313926 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 Dennis Bane, as Vice President and Principal

and on behalf of DLR Group, an Illinois Corporation

(*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

Q:\Chicago Public Schools\Chicago Vocational Career Academy\AGR Services\RFP for AOR Services - PS1834\RFPQ_PBC_ROC_AORCVCA_Final.doc
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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

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)
See attached list, page 116			
_____	_____	_____	_____
_____	_____	_____	_____

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
See attached list, page 117		
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

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



Attachment F - Disclosure Affidavit

continued

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

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

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or 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 Principa(s). (Print or Type)

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

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

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

If the bidder/proposer or 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)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



Attachment F - Disclosure Affidavit

continued

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

II. CONSULTANT CERTIFICATION

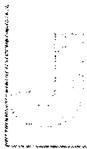
A. CONSULTANT

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;
- 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. SUBCONSULTANTS

- 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 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; (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-consultants, 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



Attachment F - Disclosure Affidavit

continued

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.

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/FEES

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.

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 Restriction^s; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

Attachment F - Disclosure Affidavit

continued

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.

IV. 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.

V. VERIFICATION

Under penalty of 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.



Signature of Authorized Officer

Dennis Bane, AIA

Name of Authorized Officer (Print or Type)

Principal and Vice President

Title

312/382-9980

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this _____ day of _____, 20____ by

_____ (Name) as _____ (Title) of

_____ (Bidder/Proposer or Consultant)

Notary Public Signature and Seal



Attachment F - Disclosure Affidavit

continued

The following list identifies the officers of DLR Group, an Illinois corporation:

PRESIDENT	Corey Wieseman, AIA
SECRETARY	Dennis Bane, AIA
TREASURER	Dennis Wiederholt
DIRECTOR	William Davenport, AIA
DIRECTOR	Kirk Madison, AIA
VICE PRESIDENT	Dennis Bane, AIA
VICE PRESIDENT	Thomas Penney, AIA
VICE PRESIDENT	William Davenport, AIA
VICE PRESIDENT	Joseph F. Haines, AIA
VICE PRESIDENT	Kelly Artz, PE
VICE PRESIDENT	Donald Horkey, PE
VICE PRESIDENT	Kirk Madison, AIA
VICE PRESIDENT	Adam St. Cyr, AIA
VICE PRESIDENT	Robert Chilson, PE, SE

The following list of individuals owns less than 5% of DLR Holding Company, but more than \$106,447.20:

- Lawrence P. Ahern
- James C. Anderson, Jr.
- Jon P. Anderson
- Paul N. Arend
- Kelly B. Artz
- Dennis E. Bane
- Donald L. Barnum, Jr.
- Michael E. Bartunek
- Lana J. Bayless
- O.H. Martin Berglund
- Howard V. Bergman
- Eric M. Beron
- Robert D. Binder
- Edward A. Bledowski
- David P. Boehm
- Donald C. Boyer, Jr.
- Mark A. Brim
- William F. Buursma
- Robert J. Carlson
- Angela D. Castleton
- Stephen J. Cavanaugh
- Robert W. Chilson
- Timothy K. Christensen
- Tamara A. Clarke
- Andrea Cohen Gehring
- Adrian O. Cohen
- Howard Cohen
- Lori A. Coppenrath
- Jay E. Daubman
- William G. Davenport
- Karl E. Derrah
- G. Richard Dubes
- Jeffrey S. Fenimore
- James D. French
- John A. Fuller
- Gregory A. Garlock
- J. James P. Gelose
- Thomas E. Gerster
- Timothy A. Gibson
- Christine S. Haferbier
- Joseph F. Haines
- Dale D. Hallock
- Richard H. Higgins
- Brett A. Hobza
- Robert A. Hoffman
- Gregory G. Hollenkamp
- Donald H. Horkey
- Brian A. Hummel
- James B. Huse
- James R. Jaros
- Curtis A. Johnson
- Lisa K. Johnson
- Matthew C. Johnson
- Kathryn J. Kline
- Michael J. Kros
- R. Scott Kruse
- Kent R. Larson
- Edward D. Leach
- Benjamin Levin
- Todd J. Mack
- Kenneth J. Martin
- Craig E. Mason
- Steven McKay
- Stnailey M. Meradth
- Daniel A. Munn
- Rodney V. Oathout
- Thomas P. O'Neil
- Richard Y. Pawelko
- Bryce D. Pearsall
- Thomas E. Penney
- Jeffrey E. Peterson
- Jonathan E. Pettit
- Patrick W. Phelan
- Robert W. Ramey, Jr.
- Tod H. Ringenberg
- Scott M. Rose
- Dan M. Sandall
- Linda F. Schafer
- Michael E. Schmidt
- Sandra K. Schutt
- Darrell L. Stelling
- Kristin A. Stoneman
- Michael T. Swanson
- Keith R. Taylor
- William R. Taylor
- Troy D. Thompson
- James R. Torres
- Pamela Touschner
- Richard C. Twoitsie
- William J. Valdez
- Vincent A. Ward
- Robert P. Watkins
- David L. Wiemer
- Kenneth P. West
- Dennis L. Wiederholt
- Corey L. Wieseman
- Terence L. Wohlgenant
- Gary L. Worthy

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT – PS1934
FOR ARCHITECT OF RECORD SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

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

1. Policy Statement

- a. It is the policy of the Commission 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 Consultant 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 Consultant 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 Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. 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 Consultant 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 or County of Cook.
- (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
- (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) "Consultant" means any person or business entity that seeks to enter into a Professional Services 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 Consultant 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) "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

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 Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.

- c. A Consultant 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 Consultant 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 WBE Consultant 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 Consultant 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 Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
 - (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 the

County of Cook must be submitted.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Bidder 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 Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder 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 Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount 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. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

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

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder 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 bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder 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 Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder 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

Bidder's proposal as non-responsive.

- c. Bidders 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 subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder 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 bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder'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-bid conference;
 - (2) The Bidder'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-bids;
 - (4) Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
 - (5) Description of direct negotiations with MBE and WBE firms for specific sub-bids, 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
 - 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 Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
 - (8) Efforts made by the Bidder 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 Bidder, 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 Bidder;
 - (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 Consultant 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 Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant'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 bids. 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 Consultant's failure to meet the goals, as long as such costs are reasonable.

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

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

(6) Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant 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 Consultant.

(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 Consultants' 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 determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

9. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant 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 Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.

- b. The Consultant 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 Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

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

11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or 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 subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant'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 Consultant; 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.

(3) The Consultant'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 Consultant when a substitution of subconsultants becomes necessary for the Consultant 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 Consultant to locate specific firms, solicit MBE and WBE bids, 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 Consultant if the Consultant 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 Consultant'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.
- b. When the contract is completed, if the Executive Director has determined that the Consultant 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 Consultant 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.

**PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934**

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

Name of Project: Chicago Vocational Career Academy

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

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

Principal and Vice President
Title

and duly authorized representative of

DLR Group inc. (an Illinois corporation)
Name of Professional Service Provider

whose address is

222 South Riverside Plaza, Suite 2220

in the City of Chicago, State of IL 60606

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 Consultant	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Bauer Latoza Studio	Historical Building Architecture	\$ 0.00	\$ 527,690.00
Primera Engineering, Ltd.	Mechanical & Electrical Eng	\$ 1,054,800.00	\$ 0.00
Dynacept, Inc.	Plumbing & Fire Protection	\$ 243,850.00	\$ 0.00
Infrastructure Engineering, Inc.	Site/Civil Engineering	\$ 249,570.00	\$ 0.00
Terra Engineering, Ltd.	Landscape Architecture	\$ 0.00	\$ 82,100.00
Brook Architecture	Roofing Architecture	\$ 244,451.00	\$ 0.00
Total Net MBE/WBE Credit		\$ 1,792,671.00	\$ 609,790.00
Percent of Total Base Bid		32.8 %	11.1 %

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

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

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.

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:

DLR Group inc. (an Illinois corporation)
Name of Professional Service Provider (Print)

6/26/13
Date

312/382-9980
Phone



Signature

Dennis E. Bane, AIA
Name (Print)

IF APPLICABLE:

By:

n/a
Joint Venture Partner (Print)

Date

Phone/FAX

n/a
Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

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)

6/26/13

(Date)

On this Twenty-Sixth day of June 20 13,

before me, Dennis Bane, the undersigned officer, personally

appeared 6/26/13, known to me to be the person described in the

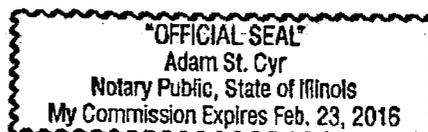
foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.



Notary Public
Commission Expires

(Seal)



PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

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 Exhibit, 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.

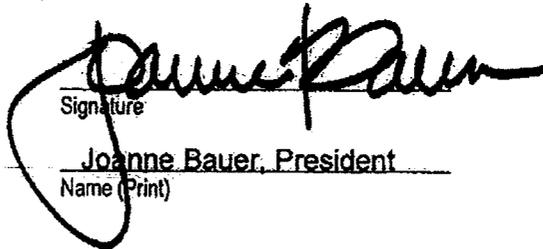
The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

BauerLatoza Studio, Ltd.
Name of MBE/WBE Firm (Print)

6/10/2013
Date

312-567-1000
Phone


Signature
Joanne Bauer, President
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

April 17, 2013

Joanne Bauer
Bauer Latoza Studio, Ltd.
41 South Wabash Avenue,
Chicago, IL 60616-2109

Email: bhashimoto@bauerlatozastudio.com

Dear Joanne Bauer,

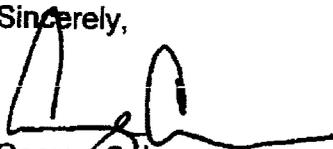
This letter is to inform you that the City of Chicago has extended your status as a Women Business Enterprise (WBE) until August 1, 2013. We are providing this Extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,



George Coleman Jr
Deputy Procurement Officer

GC: at _____



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 23 2012

Joanne Bauer
BAUER LATOZA STUDIO, LTD
2241 South Wabash Avenue
Chicago, IL 60616-2109

RECEIVED

APR 08 2012

BAUER LATOZA STUDIO

Annual Certificate Expires: April 1, 2013

Dear Joanne Bauer:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **April 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **2/1/2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by

falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

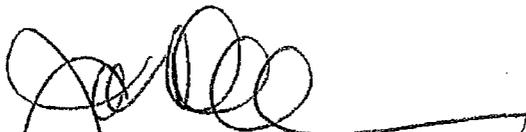
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

ARCHITECTURE CONSULTING AND SERVICES; PROFESSIONAL DESIGN FIRM; HISTORIC PRESERVATION; LAND DEVELOPING AND PLANNING; LAND SURVEYOR SERVICES

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

FH

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

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 Exhibit, 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:

Infrastructure Engineering, Inc.

Name of MBE/WBE Firm (Print)

June 10, 2013

Date

312.425.9560

Phone



Signature

Michael Sutton

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 26 2012

Michael Sutton
Infrastructure Engineering
33 W Monroe Street
Chicago IL 60603

Annual Certificate Expires: October 7, 2013

Dear Michael Sutton:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **October 7, 2016**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **August 7, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. ~~These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.~~

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

<u>NAICS and NIGP Code</u>	<u>Description</u>
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541512	Computer Systems Design Consulting Services
NIGP 90783	Testing Services
NIGP 91268	Monitoring Services, Structural
NIGP 91828	Computer Hardware Consulting
NIGP 91829	Computer Software Consulting
NIGP 91830	Computer Network Consulting
NIGP 91832	Consulting Services (Not Otherwise Classified)
NIGP 92047	Support Services, Computer
NIGP 92533	Engineer Services, Professional
NIGP 95885	Soil and Land Management Services (Including Testing, Protection, Preparation, Planning, etc.)
NIGP 96117	Construction Management
NIGP 96148	Laboratory and Field Testing Services (Not Otherwise Classified)
NIGP 99892	Traffic Signals and Control Equipment

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

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Program.

Sincerely,

A handwritten signature in black ink, appearing to read 'JR', is written over a horizontal line. The signature is stylized and cursive.

Jamie L. Rhee
Chief Procurement Officer

JR/bl

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 Exhibit, 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)

6/10/13

Signature

Karen Steingraber, PE

Date

(312) 467-0123

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Copy sent via: ksteingraber@terraengineering.com

June 6, 2013

Karen S. Steingraber
Terra Engineering, Ltd.
225 W. Ohio Street, 4th Floor
Chicago, IL 60654

Dear Ms. Steingraber:

This letter is to inform you that the City of Chicago has extended your status as a Women Business Enterprise (WBE) until **September 1, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George W. Coleman
Deputy Procurement Officer

/sl



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

January 12, 2012

JAN 30 2012

Karen S Steingraber
Terra Engineering, Ltd.
225 W. Ohio St., 4th Floor
Chicago, IL 60654

Annual Certificate Expires: February 1, 2013

Dear Karen S Steingraber:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **February 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **12/1/2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Terra Engineering, Ltd

Page 2

assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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

PROFESSIONAL DESIGN SERVICES; ENGINEERING CONSULTING AND SERVICES

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

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 Exhibit, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Primera Engineers, Ltd.
Name of MBE/WBE Firm (Print)

6/26/13
Date

312-606-0910
Phone

KRP Panucci
Signature

Kenneth R. Panucci, Senior Vice President
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



RECEIVED
AUG 1 2012
PRIMERA ENGINEERS, LTD

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

10/3/2012

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

Annual Certificate Expires: July 15, 2013

Dear Mr. DeSantiago:

We are pleased to inform you that Primera Engineers, Ltd. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until July 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by July 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by May 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority Business Enterprise (MBE) if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

AUG 22 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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

NAICS Code - 238220 - Construction management, commercial and institutional building

NAICS Code - 541310 - Architectural (except landscape) Design Services

NAICS Code - 541330 - Engineering Services

Your firm's participation on City contracts will be credited only toward Minority owned Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward 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-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Rhee', with a long horizontal flourish extending to the right.

Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

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

6 % 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 Exhibit, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Brook Architecture, Inc

Name of MBE/WBE Firm (Print)

06/10/2013

Date

312-528-0890

Phone

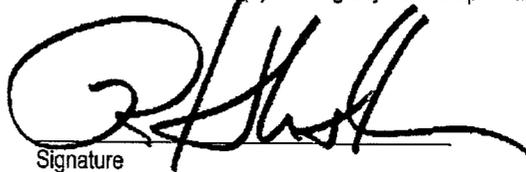
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

RaMona Westbrook

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JAN 25 2013

Ramona Westbrook
Brook Architecture, Inc.
2325 S. Michigan Ave.
Chicago, IL 60616

Annual Certificate Expires: December 30, 2013

Dear Ramona Westbrook:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** and as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **December 30, 2016**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **October 31, 2013**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.

JAN 25 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

<u>NAICS Codes</u>	<u>Description</u>
NAICS 541310	Architectural (except landscape) design services
NAICS 541310	Architectural (except landscape) services
NAICS 541310	Building architectural design services
NAICS 541340	Drafting services
NAICS 541410	Interior design services

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

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/ha

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

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

Name of Project: Chicago Vocational Career Academy

Project Number: 05620

FROM: Dynacept, Inc. MBE WBE
(Name of MBE or WBE)

TO: DLR Group inc. and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated May 30, 2013. 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.

Plumbing and fire protection design services

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

\$243,850

PUBLIC BUILDING COMMISSION OF CHICAGO
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CHICAGO VOCATIONAL CAREER ACADEMY
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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 Exhibit, 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:

Dynacept, Inc.
Name of MBE/WBE Firm (Print)

June 26, 2013
Date

(847)299-4848 x201
Phone

IF APPLICABLE:

By:

Not Applicable
Joint Venture Partner (Print)

Date

Phone


Signature
Donovan L. Beech
Name (Print)

Not Applicable
Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Sent via e-mail: dbeech@dynaceptinc.com

May 30, 2013

Donovan L. Beech
DYNACEPT, INC.
2250 N. Devon Avenue, Suite 218
DesPlaines, IL 60018

Dear Mr. Beech:

This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (MBE) until **September 1, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George W. Coleman
Deputy Procurement Officer

/sl

PUBLIC BUILDING COMMISSION OF CHICAGO
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

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)

6/13/13

(Date)

On this Thirteenth day of June 20 13,

before me, Dennis Bane, the undersigned officer, personally

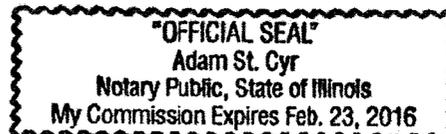
appeared 6/13/13, known to me to be the person described in the

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
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

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
ARCHITECT OF RECORD
CHICAGO VOCATIONAL CAREER ACADEMY
PS1934

EXHIBIT D
ELECTRONIC FILE TRANSFER AGREEMENT

ELECTRONIC FILE TRANSFER AGREEMENT
Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

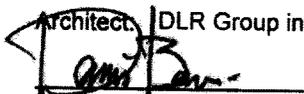
RE: **ELECTRONIC MEDIA**

PROJECT NAME AND NO.: Chicago Vocational Career Academy – PS1934

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, DLR Group inc.

12/19/12
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]