

PUBLIC BUILDING COMMISSION OF CHICAGO



ARCHITECT OF RECORD
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS2029

WITH

SMNG-A, LTD.

TO PROVIDE
ARCHITECT OF RECORD SERVICES
FOR
SOUTHEAST AREA ELEMENTARY SCHOOL
3930 EAST 105TH STREET
CHICAGO, ILLINOIS
PROJECT NUMBER 05311

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

EXECUTION PAGE

THIS AGREEMENT effective as of June 10, 2014, 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 **SMNG-A, Ltd.** with offices at 936 West Huron Street, (the "**Architect**"), in Chicago, Illinois.

Background Information – Recitals:

Whereas, The Commission on behalf of the **Chicago Public Schools (CPS)** (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of an Southeast Area Elementary School 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.

NOW THEREFORE, the duly authorized representatives of the parties have executed this Agreement

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Mayor Rahm Emmanuel
Chairman

Date: _____

ATTEST:

Lori Ann Lypson

Lori Ann Lypson
Secretary

Date: 9/25/14

AOR:

Kenneth Schroeder
~~Kenneth Schroeder~~ **TODD NIEMIEC**
President

Date: 9/16/14

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: IL

Subscribed and sworn to before me by Todd Niemiec and SMNG A, LTD.
on behalf of Architect of Record this 17th day of Sept, 2014.

Lisa A. Vecchiotti
Notary Public

My Commission expires:
(SEAL OF NOTARY)



Approved as to form and legality:

Anne L. Zredd
Neal & Leroy, LLC

Date: 9-17-2014

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. Construction of a new 111,000 GSF, 1200 student, 3-story elementary school located at 105th Street and Indianapolis Avenue. The school will include 28 classrooms, 2 art classrooms, 2 shared art/science classrooms, 6 Pre-K, Kindergarten classes, a dining center, a hybrid kitchen, gymnasium, library, and administrative suite. Building construction will be concrete and steel frame atop spread concrete footings and an exterior envelope consisting of cold formed steel studs and masonry veneer. Site improvements comprising of a new parking lot for 51 cars, storm water management improvements, new sidewalks at south and northeast of parking lot and main property, new vehicular drive at west edge of property, and a refuse / delivery area at southeast of project site.
- (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. Chicago Public Schools (CPS).

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.

The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.

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;; 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 C.

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, the City of Chicago, or the Chicago Public Schools. Architect acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.

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

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

ARTICLE XI. CLAIMS AND DISPUTES

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

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

Section 11.03 Dispute Procedure. In the event that the Authorized Commission Representative and Architect 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 11.01 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

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

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

ARTICLE XII. CONFIDENTIALITY

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

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

ARTICLE XIII. ASSIGNMENT

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

ARTICLE XIV. RELATIONSHIP OF PARTIES

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

ARTICLE XV. GENERAL

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

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

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

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

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

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

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

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

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

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

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SCHEDULE A
SCOPE OF SERVICES

I. Part I – Design / Engineering for Site Preparation

A. Scope Development Phase

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

1. Upon review of the Commission's Environmental Consultant's findings, develop a proposed Site Preparation scope of work and a foundation system scope of work coordinated with the geotechnical consultant findings and the proposed utility service connections into the new building. The site preparation design may include all work necessary to abate and demolish existing structures on the site, as well as to prepare the site both environmentally and geotechnically in order to implement the building construction and site development scope of work, including, but not limited to, the development of soil management strategies that will be subject to the review and approval of the Commission. The site preparation scope of work may also require the design of all utilities to be brought within 5 feet of the building perimeter. The foundation scope of work shall include all work to install the foundation system. These proposed scopes of work will be submitted to the Authorized Commission Representative for review and approval.
2. Architect will coordinate the site preparation and foundation phase design with the vertical (building) design such that the site preparation and foundation design and contract documents support compliance with all project LEED goals.

B. Construction Documents Phase

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

1. 100% Construction Documents. Final development of the Site Preparation and Foundation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commissions environmental consultant.
 - a) Site Preparation and Foundation Documents (including specifications).
 - b) Provide a list of required submittals and a schedule for submission with the 100% construction documents.
2. Site Preparation and Foundation Construction Cost Estimate

C. Bidding and Contract Administration Phase

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

1. Respond and documents Request for Information (RFI) submitted by the contractor and provide responses within a reasonable time.
2. Provide field observation of the construction as necessary each week to adequately monitor the progress and conformance of the permanent features of the Work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before Final Completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon the written request of the Authorized Commission Representative.
3. Attend and participate in regularly scheduled:
 - a) Weekly Project meetings.
 - b) Monthly pay application meetings for approval of contractor pay requests.
4. During Site Preparation Construction administer the Project's LEED compliance and submittal program as necessary to insure that LEED requirements have been achieved and documented for Vertical Construction.

D. Closeout Phase

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

1. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
2. The Architect is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punchlist items identified in the Contractor prepared initial punchlist. The Architect will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
3. Oversee the Contractor's efforts to prepare and deliver to the Commission "as-built" drawings and site survey for the Project.
4. Oversee the Contractor's efforts to prepare and deliver to the Commission all required LEED documentation.
5. Upon completion of the construction contract issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

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

A. Building Assessment and Concept Review

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. Detailed review of conceptual estimate.
3. Detailed review of concept design and its compatibility with the existing conditions.
4. Building assessments including, but not limited to architectural, landscape, structural, mechanical, electrical, plumbing, life safety and civil disciplines.
 - a) Comprehensive exterior envelope assessment limited to extent necessary to define and design exterior envelope scope of work at the location of the addition and tandem with interior renovations.
 - b) Comprehensive interior conditions assessment limited to the extent necessary to define interior scope of work for interior renovations and interior renovations associated with building systems tie-ins. Comprehensive building systems assessment necessary to define MEP renovations/upgrades, and scope of work in tandem with the building addition.
5. Meeting with User Agency representatives.
6. Meetings with City Agencies as necessary, including but not limited to Bureau of Fire Prevention, MOPD, Department of Water Management, Chicago Department of Transportations, Landmarks, DHED and others including but not limited to the purpose of identifying key conceptual design elements and design strategies.

B. Schematic Design Phase

Due to the complex and accelerated nature of the project, the completion of the Schematic Design Phase will serve as the milestone where final design, scope, schedule and budget is defined and reconciled. During the Schematic Design Phase, the Architect shall provide the following Services:

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction 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 Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.

3. All material deviations from the Concept Design 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 Draft Concept Design and Draft Program 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. 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. Using a complete set of Schematic Design Documents, reflecting all improvements described for the Project, provide an Architect's Estimate of Probable Construction Cost at Schematic Design 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.
5. 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, mechanical and electrical systems and such other work as may be required.
6. Preparation and presentation of documents necessary for User Agency departmental approvals.
7. Draft development 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.
8. Draft development a hardware and device location plan for Commission and User Agency review and approval.
9. Draft development a signage plan and specifications for Commission and User Agency review and approval.

10. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.
11. Prepare a written and oral report of the Schematic Design phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorize Commission Representative, incorporate User Agency comments into the Construction Documents.
12. Review the Schematic Design Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Schematic Design Documents as required to align with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
13. 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 Certification 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.
14. 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).
15. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
16. Preparation of documents necessary to illustrate any required amendments to the public right of way.
17. 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.
18. 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
19. Prepare and issue hard copies of the Schematic Design Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for

the Schematic Design 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.

20. Schematic Design Phase Deliverables include:

- a) Certification of Compliance with Commission's Design Checklist.
- b) Design Guidelines and Standards Deviation Log
- c) Request for Clarification (RFC) Log
- d) Building Construction Design Development Documents (including specifications).
- e) Architect's Estimate of Probable Construction Cost
- f) Issuance of approved Furniture, Fixture and Equipment Plan and Schedule.
- g) Issuance of approved Hardware and Device Location Plan and Schedule.
- h) Issuance of Submittal and Closeout Matrix.
- i) 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.
- j) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
- k) Updated Storm water Analysis and Management Proposal.
- l) Proposed Public Right of Way Amendment Plan.
- m) Provide an updated energy simulation model.
- n) Issuance of initial MEP design and coordination documents.
- o) Issuance of compilation of issued Meeting Minutes.
- p) Issuance of code analysis package.
- q) Provide a complete utility coordination and public infrastructure plan.
- r) Documentation for User Agency Departmental Approvals.
- s) Issuance of milestone packages for review.
- t) Response to milestone review comments.

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

22. Post all Design Documents of this subsection into the System, as defined.

C. Design Development Phase

Due to the complex and accelerated 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 Construction 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 Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. All material deviations from the Concept Design 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 Draft Concept Design and Draft Program 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.. 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. Using a complete set of Design Development Documents, reflecting all improvements described for the Project, provide an Architect's Estimate of Probable Construction Cost at Design Development 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.
5. 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, mechanical and electrical systems and such other work as may be required.
6. Preparation and presentation of documents necessary for User Agency departmental approvals.
7. Draft development 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.
8. Draft development a hardware and device location plan for Commission and User Agency review and approval.

9. Draft development a signage plan and specifications for Commission and User Agency review and approval.
10. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.
11. Prepare a written and oral report of the Design Development phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorize Commission Representative, incorporate User Agency comments into the Construction Documents.
12. 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.
13. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
14. Preparation of documents necessary to illustrate any required amendments to the public right of way.
15. 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.
16. 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
17. 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.
18. Design Development Phase Deliverables include:

- a) Certification of Compliance with Commission's Design Checklist.
- b) Design Guidelines and Standards Deviation Log
- c) Request for Clarification (RFC) Log
- d) Building Construction Design Development Documents (including specifications).
- e) Architect's Estimate of Probable Construction Cost
- f) Issuance of approved Furniture, Fixture and Equipment Plan and Schedule.
- g) Issuance of approved Hardware and Device Location Plan and Schedule.
- h) Issuance of Submittal and Closeout Matrix.
- i) 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.
- j) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
- k) Updated Storm water Analysis and Management Proposal.
- l) Proposed Public Right of Way Amendment Plan.
- m) Provide an updated energy simulation model.
- n) Issuance of initial MEP design and coordination documents.
- o) Issuance of compilation of issued Meeting Minutes.
- p) Issuance of code analysis package.
- q) Provide a complete utility coordination and public infrastructure plan.
- r) Documentation for User Agency Departmental Approvals.
- s) Issuance of milestone packages for review.
- t) Response to milestone review comments.

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

20. Post all Design Documents of this subsection into the System, as defined.

D. Construction Documents Phase

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

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews 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 60% and 90% 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)
 - h) Architect's Estimate of Probable Construction Costs in the format provided by the Commission for 60% and 90% Construction Documents.
 - i) 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.
 - j) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
 - k) 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.
 - l) Updated Storm water Analysis and Management Proposal
 - m) Compilation of issued meeting minutes
 - n) Issuance of updated zoning analysis package and required rezoning documentation as required
 - o) Issuance of updated code analysis package
 - p) Issuance of updated MEP coordination documentation
 - q) Issuance of and coordination with Site Environmental and Environmental Demolition and Renovation drawings prepared by the Commissions Consultant
 - r) 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.

E. Bidding Phase

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

1. Assemble and review all Bid Documents required, including, but not limited to all drawings, and technical specifications, Commissioning Agent Design Intent and Commissioning Plan.

2. Attend 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, or otherwise acceptable to the Commission. 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.

F. Construction Administration

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.
2. Provide field observation of the construction per week in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or 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.

3. 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.
4. 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.
5. 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.
6. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
7. 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.
8. 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.
9. 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.

10. 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.
11. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
12. During Construction administer the Project's LEED compliance and submittal program as follow (this subsection may be applicable to the Project at sole discretion of the Commission):
 - 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.

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

D. Close Out Phase

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

1. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
2. The AOR is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review 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.

III. 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 process set forth in Article V, Schedule A.
- B. The Architect 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 Architect'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 10 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) certification rating, 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.
- O. The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.

SCHEDULE B
PROJECT DOCUMENTS

Conceptual Transfer: Conceptual Design documents transferred dated June 10, 2014 by SMNG A, LTD.

SCHEDULE C
PROJECT SCHEDULE

A. Site Preparation and Foundation: Scope Development Phase:

Scope Development: Scope Development documents shall be completed no later than **June 26, 2014**.

B. Site Preparation and Foundation: Construction Documents Phase:

1. 75% Construction Documents: 75% Construction Documents shall be completed no later than **August 7, 2014**.
2. 100% Construction Documents: 100% Construction Documents shall be completed no later than **August 27, 2014**.

C. Site Preparation and Foundation: Construction Phase Services:

Site Preparation work is anticipated to be completed no later than **November 21, 2014**.

D. Building: Conceptual Design Phase:

Conceptual Transfer: Conceptual Design documents shall be transferred no later than **June 10, 2014**.

E. Building: Schematic Design Phase:

Schematic Design Documents shall be completed no later than **July 16, 2014**.

F. Building: Design Development Phase:

Design Development Documents shall be completed no later than **September 2, 2014**.

G. Building: Construction Documents Phase:

1. 60% Construction Documents: 60% Construction Documents shall be completed no later than **October 24, 2014**.
2. 90% Construction Documents & Permit: 90% Construction Documents shall be completed no later than **December 3, 2014**.
3. Bid Preparation and Issue for Bid: Bid preparation documents shall be completed no later than **January 19, 2015** and Issue for Bid on **February 2, 2015**.

II. 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 **30** calendar days to complete. Bidding phase will commence on **February 2, 2015** and due on **March 2, 2015**. PBC intends on awarding the project on **March 10, 2015**.

III. Building: Construction Phase Services:

Construction of the Project building shall be completed no later than **June 1, 16** following the issuance of Notice to Proceed to the contractor.

IV. Building: Time of Completion

Time of completion for the Concept Design, Schematic Design, Design Development, 60%, 90%, and Bid 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.

V. The Architect

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

SCHEDULE D
COMPENSATION OF THE ARCHITECT

I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a lump sum fee (Fee) of **\$2,289,896** plus an estimated budget of **\$251,790** for reimbursables (all reimbursables require prior written approval from the Commission's Representative). The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Allocation of Fee:

Site Preparation		\$44,800
Scope Development	35%	\$15,680
Construction Documents	40%	\$17,920
Bidding Phase Services	5%	\$2,240
Construction Phase Services	15%	\$6,720
Project Close-out	5%	\$2,240

Design/ Engineering of Building:		\$2,245,096
Schematic Design	15%	\$336,764.40
Design Development	20%	\$449,019.20
Construction Documents	35%	\$785,783.60
Bidding Phase Services	5%	\$112,254.80
Construction Phase Services	20%	\$449,019.20
Project Close-out	5%	\$112,254.80

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

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2014 Hourly Direct Salary Rate Schedule for Additional Service Work



Invoicing Information

Invoices are submitted for payment every month or at other appropriate times in accord with the Owner- Architect Agreement. Each invoice will include the following information:

- Project name and other relevant descriptive information.
- Description of the work completed.
- Total hours expended or percentage of work completed in accord with the invoicing requirements of the Owner-Architect Agreement.
- Identity and professional category of every person assigned to the project (if project is to be billed hourly).
- Total hours recorded by each individual (if the project is to be billed hourly).
- Hourly rates and extensions (if the project is to be billed hourly).
- Consultant charges, if such charges are not included in the base fee under the Owner-Architect Agreement. Charges not included in the base fee are billed at 1.15 times the amount billed to SMNG-A. This markup is to cover coordination of the Consultant's work by SMNG-A. Consultants typically engaged on a project include structural, civil, mechanical, electrical, and plumbing engineers.
- Direct expenses which are reimbursable under the Owner-Architect Agreement. Such expenses typically include plotting, printing, travel, delivery charges, and photography. They are billed at 1.1 times the actual charge. This markup is included to cover internal accounting and handling.

Categories and Rates

▪ Principal	\$168.00
▪ Associate	\$124.00
▪ Senior Professional	\$108.00
▪ Intermediate Professional	\$102.00
▪ Technical Level I & II	\$86.00

Principals hold professional degrees in architecture and possess 10 or more years of practical experience.

Associates hold professional degrees in architecture and possess at least 8 years of practical experience.

Senior Professionals hold professional degrees in architecture and have at least 6 years of practical experience.

Intermediate Professionals hold professional degrees in architecture and have at least 4 years of practical experience.

Technical Levels I and II have at least 2 years of practical experience and may have an undergraduate degree in architecture.

Payments are due within 30 days of receipt of an invoice. Accounts not paid within 60 days may be subject to an interest charge of 1.5% per month for all months that the account remains unpaid.

January 2014

SMNG-ARCH.COM
936 West Huron St., Chicago, IL 60642
T 312.829.3355 F 312.829.8187

UrbanWorks

CURRENT BILLING RATES

Listed below are current hourly rates for URBANWorks, Ltd. personnel. Rates are effective through 2017 and may be subject to revision thereafter.

	<u>2015</u>	<u>2016</u>	<u>2017</u>
Principal	\$170.00	\$175.10	\$180.35
Associate Principal	\$135.00	\$139.05	\$143.22
Senior Project Architect/Manager	\$115.00	\$118.45	\$122.00
Project Manager	\$95.00	\$97.85	\$100.78
Senior Architect	\$88.00	\$90.64	\$93.36
Architect	\$82.00	\$84.46	\$87.00
Architectural Designer II	\$70.00	\$72.10	\$74.26
Architectural Designer I	\$66.00	\$67.98	\$70.00
Intern	\$55.00	\$56.65	\$58.35
Administrative	\$55.00	\$56.65	\$58.35

Reimbursable expenses, which may include, among others, project-related travel, document reproduction, postage, expedited delivery services, additional project insurances, photography and any special consultants required, are an additional expense added to the fee regardless of the compensation method used.



2014 - 2019 FEE SCHEDULE

May 8, 2014

LABOR CLASSIFICATION	2014	2015	2016	2017	2018	2019
Principal	\$195.00	\$200.00	\$206.00	\$212.00	\$218.00	\$225.00
Sr. Project Manager	\$171.00	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00
Project Manager	\$161.00	\$174.00	\$179.00	\$184.00	\$190.00	\$196.00
Assistant Project Manager	\$151.00	\$159.00	\$164.00	\$169.00	\$174.00	\$179.00
Senior Project Engineer	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Project Engineer	\$130.00	\$134.00	\$138.00	\$142.00	\$146.00	\$150.00
Chief Structural Engineer	\$195.00	\$201.00	\$207.00	\$213.00	\$219.00	\$226.00
Structural Engineer	\$158.00	\$163.00	\$168.00	\$173.00	\$178.00	\$183.00
Project Designer	\$125.00	\$128.00	\$132.00	\$136.00	\$140.00	\$144.00
Senior Landscape Architect	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Landscape Architect	\$125.00	\$128.00	\$132.00	\$136.00	\$140.00	\$144.00
Survey Manager	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Survey Crew - 2 men	\$176.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Survey Crew - 1 man	\$135.00	\$142.00	\$146.00	\$150.00	\$155.00	\$160.00
Party Chief	\$105.00	\$106.00	\$109.00	\$112.00	\$115.00	\$118.00
Instrument Man	\$82.00	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
GIS Analyst	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
Traffic Counts	\$82.00	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Traffic Counts Staff	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
Planner	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
Cad Manager	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
Cad Technician	\$89.00	\$92.00	\$95.00	\$98.00	\$101.00	\$104.00
Senior Technician	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
On-Site Representative	\$93.00	\$96.00	\$99.00	\$102.00	\$105.00	\$108.00
Intern	\$57.50	\$59.00	\$61.00	\$63.00	\$65.00	\$67.00
Administration	\$82.00	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Clerical	\$71.00	\$73.00	\$75.00	\$77.00	\$79.00	\$81.00

Services subcontracted and reimbursable expenses will be billed to the Owner at invoice

Use of special equipment such as television and sewer cleaning devices, soil density testers, flow meters samplers and dippers, etc., will be charged to the project per the standard equipment rate schedule, which is available upon request.

Primera

Name	Discipline	Rate
Ken Panucci	Project Manager	\$180
Erin Lowery	Project Manager	\$140
Frank Moccio	HVAC	\$125
John Fetter	Electrical	\$85
Gustavo Zarazua	Mechanical	\$80
Manuel Hernandez	Electrical	\$85
Scott Baron	Plumbing	\$110
Mariusz Klimek	Plumbing	\$80
Amanda Beck	Fire Protection	\$125

MATRIX

MATRIX ENGINEERING CORPORATION

LIST OF HOURLY BILLING RATES

TITLE	BILLING RATE
PRINCIPAL	\$180.00 PER HOUR
ASSOCIATE	\$120.00 PER HOUR
SENIOR PROJECT ENGINEER	\$110.00 PER HOUR
PROJECT ENGINEER	\$90.00 PER HOUR
JUNIOR ENGINEER	\$80.00 PER HOUR
DRAFTSPERSON	\$75.00 PER HOUR
TECHNICAL TYPIST.....	\$55.00 PER HOUR

- NOTE:
- (1) All out-of-pocket expenses, such as travel, computer, long-distance telephone calls, printing, courier service, mailings, special consultants, etc., shall be billed at cost plus 10%.
 - (2) Above rates based upon a forty (40) hour week. Rates effective until December 31, 2014.

Matrix Engineering Corporation Structural Engineers	33 W Jackson Blvd 4th Floor Chicago Illinois 60604-3901	v 312 427 1200 f 312 427 4220	matrixchicago.com
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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.

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 and 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.

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, Board of Education of the City 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, Board of Education of the City 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.

E.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services which may entail exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, Board of Education of the City of Chicago and City of Chicago, and others as may be required by the Public Building Commission of Chicago, as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

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

ADDITIONAL REQUIREMENTS

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

SCHEDULE F
KEY PERSONNEL



**TODD NIEMIEC
SMNG A**

Professional Experience

Mr. Niemiec has worked for SMNG A for 20 years. He was promoted to Associate in 1998 and to principal in 2005. Mr. Niemiec has served as the lead conceptual planner and coordinator for SMNG A on a wide range of residential, institutional and educational projects. He seamlessly incorporates his knowledge with code and regulatory requirements into the firm's thoughtful design work. His skills range from facility assessment and conceptual design to technical detailing, bid review and construction administration.

**Todd Niemiec
Partner**

Education

Bachelor of Architecture
University of Illinois, 1994

Committees

PBC's Technical Review
Committee

Chicago Building and Planning
Committee (1998-2002)

Current work assignments include:

- Conceptual design of four school additions for the Chicago Public Schools.
- In-house design, code review, technical detailing development, QA/QC coordination and review for a new Chicago Public Elementary School.
- Renovation design for a single-family residence

Recent work assignments include:

- Assistance in site selection and conceptual design for a new 20,000sf childcare center.
- In house code and technical detailing review, QA/QC coordinator for a recently bid private health clinic in the Pullman neighborhood of Chicago.
- Design and QA/QC coordination for a new suburban outpatient foot clinic
- Prototype development, conceptual design of and quality control / quality assurance peer reviews for seventeen Public Building Commission / Chicago Public Elementary School projects included in the "Modern Schools Across Chicago" program launched in 2006.
- Design and technical coordination of three LEED Gold projects; Langston Hughes, Mark T. Skinner, and Federico Garcia Lorca designed for the Chicago Public Schools.
- Feasibility study for the Chicago Park District for an urban skate park.
- Design and construction administration services for the redevelopment of the Chicago Housing Authority's 67-year old, 344 unit, low-rise housing facility at Wentworth Gardens

Recent Projects

- Pullman Healthcare Replacement Facility, Chicago Family Health Center
- Paulo Friere Daycare Center, IFF
- Foot First Outpatient Clinic, Schaumburg
- Federico Garcia Lorca Elementary School, PBC
- Skinner West Elementary School, PBC
- Managing Design Architect, PBC (Elementary Schools)



**KENNETH SCHROEDER / FAIA, ALA
SMNG A**

Professional Experience

Mr. Schroeder is the founder and senior principal of SMNG A. Prior to founding the firm in 1976, he was a partner at Hinds, Schroeder and Whitaker where he participated as partner-in-charge of design on several award-winning projects. He oversees the creative direction of the firm's design work in addition to developing new client relationships. He is the founder of the loft movement in Chicago and as over 40 years experience in renovation and adaptive re-use of historic buildings. His work ranges from housing to institutional buildings, but is primary focus is on k-8 schools. His design continues to focus on the intersection of client program and design intent, with a specific interest on the impact of sustainability, lean design and on built form. Mr. Schroeder has lectured at numerous universities and his design work was recognized by his Fellowship in the AIA in 1991.

Today the firm's construction work exceeds \$50 million and includes 57 LEED accredited buildings and employs 2 LEED Accredited Professionals. Under Mr. Schroeder's leadership, SMNG A has moved to the forefront of sustainable educational design.

Current work assignments include:

- Principal-in-charge of design for three CPS elementary schools and for the firm's work as Managing Design Architect for over \$600 million in new construction under the "Modern Schools Across Chicago" program.
- He continues the firm's design work on all housing projects of all scales and sizes.

Recent Projects:

- Managing Design Architect, PBC (Elementary Schools)
- Federico Garcia Lorca Elementary School, PBC
- Skinner West Elementary School, PBC
- Langston Hughes Elementary School, PBC
- Hale Park Gymnasium, CPD
- Historic Apartments at Tobacco Row, Private Development
- Wentworth Gardens Park District Field House, CPD
- Wentworth Gardens Housing Redevelopment, CHA
- Claremont Academy, PBC
- Edward K. 'Duke' Ellington Elementary School, PBC
- Stella Maris Lofts
- Lake Geneva Photographer's Studio
- Bank Note Place Condominiums

**Kenneth Schroeder, FAIA, ALA
Partner**

Education

Master of Architecture
University of Toronto, 1971

Bachelor of Architecture
University of Illinois, 1967

UIC Navy Pier, 1961-1964

Registration

Illinois, Indiana, Michigan,
Wisconsin

NCARB Certificate

Awards / Recognition

UIC Partner Award 2005

Art Institute

The Chicago History Museum
(Drawings and Work)

Director of the School of
Architecture at UIC
(1999-2004)

Professor Emeritus and School
Alumni Board at UIC



**MOLLY KINSELLA / AIA, LEED AP
SMNG A**

**Molly Kinsella, AIA
Associate**

Education

Master of Architecture,
University of Illinois/Urbana-
Champaign, 1997

Bachelor of Arts, History, Boston
College, 1990, magna cum laude

**Registration
Illinois**

LEED AP Certified

Professional Experience

Ms. Kinsella has worked for SMNG A Ltd. since 2003 and was named Associate in 2005. She has served as the project coordinator on many educational and residential projects. Her skills include design, construction documents, and construction administration. Her recently completed projects include the Langston Hughes Elementary School in Chicago, the Federico Garcia Lorca Elementary School, and Private Residences in Michigan and Wisconsin. Her involvement in both the design and construction realms has facilitated a broad-range of skills and deep knowledge of the connection between design concept, detailing and construction.

Ms. Kinsella previously worked for Synthesis/LR Development Company as Architectural Manager for numerous residential interiors projects.

Current work assignments include:

- Project Manager for the Southeast Area Elementary School
- Project Manager for the CPS Bell Elementary School Annex
- Project Coordinator for the Pullman Facility Replacement Project with the Chicago Family Health Center

Recent work assignments include:

- Project Manager for the Austin Wellness Dental Center
- Project Manager for the Community Health at Englewood Health Center

Recent Projects

- Private Residence Addition, Union Pier, MI
- Federico Garcia Lorca Elementary School, Chicago, IL
- Community Health at Englewood Health Center, Chicago, IL
- Langston Hughes Elementary School, Chicago, IL
- Private Residence Renovation, Lakeside, MI
- Private Residence Renovation, Union Pier, MI
- Private Residence, Fontana, WI
- Private Residence, Sheboygan County, WI
- Private Residence Renovation, Chicago, IL
- Private Residence Interiors, Chicago, IL
- Ellington Elementary School, Chicago, IL
- Claremont Academy, Chicago, IL



**CHEY HSIAO TAYLOR / AIA, LEED AP
SMNG A**

Professional Experience

Ms. Hsiao joined SMNG A Ltd. in 2007 when the firm was beginning work with the PBC and CPS on the "Modern Schools Across Chicago" program. Before her arrival in Chicago, Ms. Hsiao gained extensive educational design experience with the firm of Lionakis in Orange County, CA. She served as project architect for numerous school modernization and expansion projects.

**Chey Hsiao Taylor, AIA
Associate**

Education

Bachelor of Arts, Architecture,
University of California, Berkeley,
1998

Registration

Illinois and California

LEED AP Certified

Ms. Hsiao was the team coordinator for Mark T. Skinner West ES, one of the first schools registered with the U.S. Green Building Council under the new LEED for Schools rating system. Ms. Hsiao brought to the team knowledge of California's Collaborative for High Performance Schools program, which aided the design incorporation of the newer LEED requirements. She helped author Credit Interpretation Requests to the USGBC to clarify the intent of two requirements; the USGBC subsequently issued Alternate Compliance Paths for a prerequisite and a credit. These efforts resulted in a project cost savings of approximately \$250,000, and savings to the PBC and CPS program of at least \$500,000 without design sacrifice.

As part of SMNG A's role as Design Architect for Elementary School Design, Ms. Hsiao performed and assisted in numerous peer reviews of other AOR work in the PBC Modern Schools program over a three year period. Her knowledge and experience of both theoretical and applied design and construction strategies helped to facilitate a program-wide level of parity, a consistency of design and technical design quality and helped meet user expectations. The peer reviews, along with real-time feedback from PBC on projects has resulted in an extensive "Lessons Learned" list that is used on current projects.

Current work assignments include:

- Peer reviewer of other AOR work in the PBC Modern Schools program
- Division Team Lead for CPS School Improvement Program (SIP)
- Project Manager and LEED coordinator for the CPS Durkin Park ES Annex
- LEED coordinator for the Pullman Health Clinic

Recent work assignments include:

- Project Manager for the CPS Mt. Greenwood Elementary School Annex
- Construction Document Project Manager for the Near North Montessori Gym Addition

Recent Projects

Mt. Greenwood Elementary School Annex, PBC/CPS, Chicago

Near North Montessori Gymnasium, NNMS, Chicago

Mark T. Skinner Elementary Replacement School; PBC/CPS, Chicago



TIM BURD
SMNG A

Tim Burd

Education

Bachelor of Architecture,
Architectural Design, University
of Illinois at Chicago, 1996

Professional Experience

Mr. Burd has worked for SMNG A Ltd. since 2008 and in that time he has been a significant team member on three major educational projects; the Mt. Greenwood Elementary School Annex, the Federico Garcia Lorca Elementary School, and the Langston Hughes Elementary Schools. His roles have ranged from technical detailing, to the authoring of project specifications, construction administration, technical research, and project coordination.

Before coming to SMNG A Tim worked as a project architect for other Chicago firms, where he was involved in the design and construction of a wide variety of projects, including townhome developments (both market rate and subsidized housing), loft building conversions, religious facilities and restaurants. He was also a key team member in the design and construction of the Little Black Pearl Art and Design Center, a facility on the South Side of Chicago for a non-profit organization committed to providing artistic opportunities to underprivileged children.

Current work assignments include:

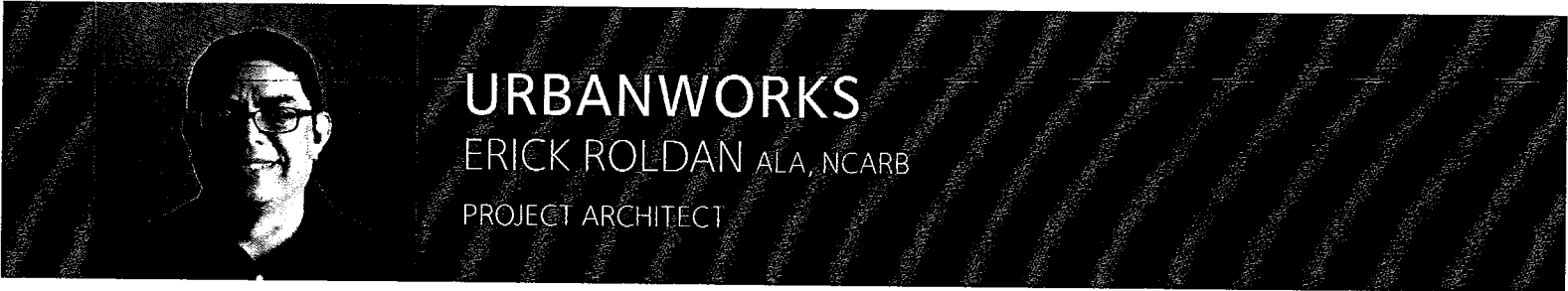
- Project Architect for Peck Rural House
- Division Team Lead for CPS School Improvement Program (SIP)
- Technical support staff for the Pullman Health Clinic

Recent work assignments include:

- Specifications author/editor for the Durkin Park Elementary School Annex
- Design and Construction Administration services for the EFHC second floor clinic renovation
- Project Manager for CPS peer review services and post construction evaluations for telecommunications installations at existing school facilities.

Recent Projects

- CPS Telecommunications Vendor peer reviews, CPS
- Chicago Family Health Center Pullman Clinic, CFHC
- Second floor clinic renovation, Erie Family Health Center (EFHC)
- Durkin Park Elementary School Annex, PBC
- Mt. Greenwood Elementary School Annex, PBC
- Federico Garcia Lorca Elementary School, PBC
- Langston Hughes Elementary School, PBC



Erick offers over fourteen years of experience to UrbanWorks from his professional career which encompasses residential, municipal, commercial, aquatic, recreational, and institutional architecture. Erick, has participated at all levels of responsibility within the design and construction community, successfully completing varying degrees of complex projects. He has conducted initial client interviews, contract negotiations, project planning and development, risk management assessments, ensure construction documents comply with local zoning ordinances and building codes, conducted project team coordination meetings, also construction administration through project close-out procedures. As project design manager for the CPS – SIP summer school upgrades, Erick, managed renovation work performed by a design-build contractor at 7 different schools with a construction value in excess of \$11 million. Erick served as a design resource to the design-builder, as quality assurance / quality control peer reviewer to ensure that the performance of the work was consistent with the scope and design criteria of the program. Erick also served as the owner’s representative and construction manager for the Chicago Zoological Society, where he was tasked with managing several projects, from identifying and developing project scopes, coordinating RFP bidding documents, developing and implementing project schedules to maximize construction phasing efficiencies, monitored contractor progress, quality of workmanship, as well as, communicating all projects in progress with in-house senior managers, animal exhibit curators, lead keepers, and guest services to ensure the safety and welfare of the animal collection, guests, and employees.

At UrbanWorks, Ltd., Erick assumed the role as a project architect working on various projects in the City of Chicago, managing the projects from initial schematic design through construction administration. Erick is committed to delivering projects with the client’s best interest in mind, establishing a working and successful relationship with the project team, and exceeding client’s expectations and project objectives.

education Bachelor of Architecture Design, College of Architecture, University of Illinois at Chicago, 1997

registration Registered Architect in Illinois

professional affiliations Association of Licensed Architects, Member 2010 – present
Arquitectos – Student Chapter, 1995 – 1997
Arquitectos – Professional Chapter, 1997 – present
National Council of Architectural Registration Boards, 2009 – present

honors & awards

Received IPRA Design Award for Sea Lion Aquatic Park in Lisle, IL.

selected projects

Villas at Lake in the Hills

Life Changers International Church

Brookfield Zoo - Phase II Paving Repairs - CZS*

CPS - SIP Summer School Upgrades - PBC*

Real Estate Asset Strategic Realignment Plan - Cook County,IL*.

Firestation 1, 2 & 3 - Schaumburg,IL.*

Splash Station Waterpark, Joliet, IL*

Sea Lion Aquatic Park, Lisle, IL.*

Craftsman Style Complete Interior / Exterior Remodel-Addition, Glen Ellyn, IL.*

Commercial Adaptive Re-use Office Interior Remodel, Wheaton, IL*

*Project worked on while Mr. Roldan was affiliated with another firm or organization



URBANWORKS

ROBERT NATKE AIA, NCARB, LEED AP BD+C

Rob offers twenty seven years of extensive experience to UrbanWorks in architectural project and personnel management along with a strong customer service focus. Rob, had served at the senior management level within the private and academic sectors for over twelve years. Immediately prior to joining our firm he served as the Director of Design and Renovation, Bio-Sciences Division for the University of Chicago, overseeing a staff of seven. He and his staff successfully managed the construction for over \$15 million in annual expenditures in both new and renovation projects for academic facilities. Prior to working at U of C, Rob worked in Facilities Planning for both Northwestern University and Abbott Laboratories.

Rob's expertise lies in administering and delivering capital project programs for public and institutional entities. He is adept at managing communications among team members and developing project controls that ensure successful project experiences. His efforts have resulted in streamlined processes, improved project delivery methods, and shortened time frames on specific segments within the project delivery process. He works to establish effective team / client communications through the life of a project with the end goal of providing projects that are maintainable, have serviceable life cycles, and are programmatically functional. He actively mentors our younger UrbanWorks staff members and monitors their progress toward licensure.

At UrbanWorks, Rob is primarily the firm's technical director in charge of project quality control and document coordination for all projects. In addition, he handles specific marketing efforts focused primarily on institutional clients

length of service @ UW

10 years, Partner

education

Master of Business Administration, (MBA) University of Illinois, Chicago, Graduate School of Business
Bachelor of Architecture (with Distinction) (BA), University of Illinois, Chicago

registration

Registered Architect in Illinois and Wisconsin
Illinois Registered Energy Professional (Chicago)
LEEDTM Accredited Professional

professional affiliations

American Institute of Architects (AIA)
National Council of Architecture Registration Boards (NCARB)
United States Green Building Council (USGBC)

honors & awards

Guest Juries:

Illinois Institute of Technology, University of Illinois – Urbana,
University of Illinois - Chicago, Columbia College

selected projects

UNO Galewood Charter School – LEED for Schools – Silver Certification
Avalon Branch Library – LEED – Certified
UNO Veteran’s Memorial Charter School – LEED for New Construction – Gold Certification
UNO 51st and Homan Educational Facility Master Planning and Concept Design
Buckingham Fountain – Restoration for Chicago Park District
McCormick Pier and Exposition Authority- Master Planning

Northwestern University

Sigma Alpha Epsilon ADA Feasibility Study	Kresge Hall*
Sigma Alpha Epsilon Mechanical Upgrades	Hogan Building*
Sigma Alpha Epsilon Lift Installation	Technology Institute*
Searle Building*	Music Administration Building*
Arthur Robloff Building	Robert McCormick Hall*
Morton Hall	Levy Mayer Hall*
Tarry Hall*	Montgomery Ward Building*
Abbott Hall*	

University of Chicago

Landahl Center for Linguistic Studies	Anatomy*
Swift Hall Student Lounge Renovation	Zoology*
Mast Laboratory for Brain Research	Culver*
Cummings MRI Study	Erman*
Surgery Brain Suite J653 Renovation	Cummings*
Echo–Cardiogram Medical Department Renovation	Kovler*
Gordon Center for Integrative Science*	BSLC / Knapp Center*
DCAM*	Comer Children’s Hospital*
Medical Center Masterplanning*	

University of Illinois at Chicago

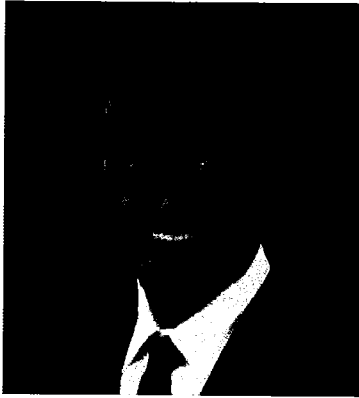
BSL-3 Renovation
Dormitory Feasibility Study
Lecture Center ‘A’ Renovation Study
Nursing School
Curtis Granderson Stadium

University of Illinois at Urbana–Champaign

IBRL Research Facility

Chicago Public Schools

Manley Career Academy	Marvin Camras Elementary ADA Renovation
Garvy Elementary School Addition	Carver Middle School Renovation
Carver Elementary School / Altgeld Library	Prussing School Electrical Upgrades



Mr. Bou-Saab offers more than 25 years of professional experience as project engineer, project manager, and as business owner. He has provided leadership in the design and management of infrastructure for municipal capital improvements, highway and traffic improvements and site development projects. As Principal-in-Charge, Mr. Bou-Saab has been involved in the development of streetscape improvements, bicycle and pedestrian paths, riverfront sites, and parks. Recent project experience includes:

CHICAGO PUBLIC SCHOOLS / Chicago, Illinois / Principal-in-Charge of Planning and Design. Provided construction documents for more than 10 new public schools, including grading, drainage and pavement design. The construction documents included site demolition, site dimensional control, site grading and stormwater management and detention, utility connections, and site details. Terra Engineering provided permit assistance with the City of Chicago.

JUAREZ HIGH SCHOOL ADDITION & SOCCER FIELD / Chicago, Illinois / Principal-in-Charge / TERRA provided the site work, storm water detention, and landscape design for the building addition, classroom link, plaza, and athletic fields at Juarez High School. Coordination with the adjacent Cermak Road streetscape project took place in order to provide the storm water run-off required for the function of the city streetscape water feature. Storm water detention BMPs were utilized to design a project that boasts zero storm water discharge to the city sewer system above and beyond the required 100-year rain event. Because of this and other innovative design techniques utilized, the project received the 2012 Sustainability in Civil Engineering Award from the American Society of Civil Engineers.

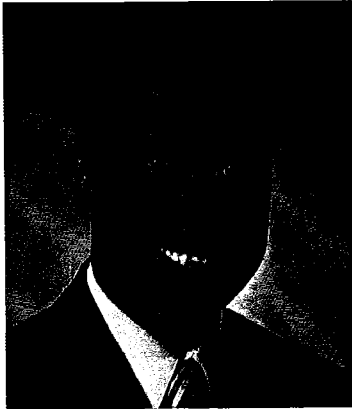
LAWNDALE ELEMENTARY SCHOOL / Chicago, Illinois / Principal-in-Charge / Principal civil engineer for work associated with demolishing an existing school building and replacing it with a new pedestrian plaza and parking lot. The plaza, constructed of permeable pavers, provides outdoor gathering and play space for students. Stormwater detention is accommodated beneath the plaza.

ALEXANDER GRAHAM BELL ELEMENTARY SCHOOL ADDITION / Chicago, Illinois / Principal engineer for the two-story addition to this Chicago Public School located on North Oakley Avenue. Site work includes stormwater management, pavement design associated with a concrete service drive, and utility services for the addition.

HALE ELEMENTARY SCHOOL ANNEX / Chicago, Illinois / Principal engineer for the three-story annex to this Chicago Public School located on South Melvina Avenue. Site work includes stormwater management which is accommodated through a permeable paver parking lot.

MARSHALL METRO HIGH SCHOOL-CAMPUS PARK / Chicago, Illinois / The city-funded project provided new recreational fields and green space to the city's East Garfield Park neighborhood. The project transformed eleven acres of abandoned and vacated properties into a public recreational facility which included a softball playing field, an artificial turf football/soccer field, a rubber service running track, a student garden area, and an arboretum.

LAWNDALE ELEMENTARY SCHOOL / Chicago, Illinois / Principal civil engineer for work associated with demolishing an existing school building and replacing it with a new pedestrian plaza and parking lot. The plaza, constructed of permeable pavers, provides outdoor gathering and play space for students. Stormwater detention is accommodated beneath the plaza.



Mr. Villanueva has more than 11 years of construction and engineering experience. His responsibilities include project management and oversight of engineering designs and construction. Industry experience includes urban and rural developments, subdivision designs, roadway engineering, site classification evaluations, institutional developments, low-impact-development designs, recreational campuses, industrial facilities, stormwater management designs, floodplain analyses, structural and site assessments, dam inspections, hydraulics studies, and deep foundation testing designs.

ILLINOIS INSTITUTE OF TECHNOLOGY – SOCCER FIELD / Chicago, Illinois / Project Engineer / Provided the civil and landscape design of the outdoor soccer facility. The major improvements included a new synthetic turf field, all new soccer equipment, and a new backstop surrounding the facility.

NORTHWESTERN UNIVERSITY – SITE ASSESSMENT FOR RECREATIONAL FACILITIES / Evanston, Illinois / Project Engineer / Provided Civil/Site Engineering consulting services as part of a campus wide assessment for Northwestern University's Recreational Facilities Master Plan. The facility assessment encompassed multiple sports venues, playing fields, arenas, stadiums, and other recreational structures within the University's Evanston Campus.

ORR HIGH SCHOOL / Chicago, Illinois / Project Engineer / Engineered the site design economically and efficiently to incorporate a new multi-sport artificial field, a six-lane competition 400-meter running track, bleacher area, and four tennis courts within the five-acre site.

JUAREZ HIGH SCHOOL ADDITION & SOCCER FIELD / Chicago, Illinois / Project Engineer / TERRA provided the site work, storm water detention, and landscape design for the building addition, classroom link, plaza, and artificial turf athletic fields at Juarez High School. Coordination with the adjacent Cermak Road streetscape project took place in order to provide the storm water run-off required for the function of the city streetscape water feature. Storm water detention BMPs were utilized to design a project that boasts zero storm water discharge to the city sewer system above and beyond the required 100-year rain event. Because of this and other innovative design techniques utilized, the project received the 2012 Sustainability in Civil Engineering Award from the ASCE.

CHICAGO STATE UNIVERSITY - RUNNING TRACK ASSESSMENT / Chicago, Illinois / Prepared a summarized report of the findings and observations outlining the conditions of the running track. Remedial recommendations and potential schematic design solutions with capital expenditure estimates were also provided in the assessment report.

ALEXANDER GRAHAM BELL ELEMENTARY SCHOOL ADDITION / Chicago, Illinois / Project Manager and Engineer / A two-story addition to a Chicago Public School located on North Oakley Avenue. Site work included stormwater management, pavement design associated with a concrete service drive, and utility services for the addition.

HALE ELEMENTARY SCHOOL ANNEX / Chicago, Illinois / Project Manager and Engineer / A three-story annex to a Chicago Public School located on South Melvina Avenue. Site work included stormwater management which was accommodated through a permeable paver parking lot.

EDISON PARK ELEMENTARY SCHOOL ANNEX / Chicago, Illinois / Chicago, Illinois / Project Manager and Engineer / A two-story annex to a Chicago Public School located on North Olcott Avenue. Site work included stormwater management which was accommodated through a permeable paver parking lot and a playground for students. Site work extended west to include relocation of a baseball field.

**ERIN K. LOWERY, PE, PMP,
LEED AP BD+C**

Project Manager

Ms. Lowery has 13 years of experience as a Mechanical Engineer with 6 years of Project Management background. Her work has included engineering and mechanical design in addition to project management, and construction administration for municipal, residential, institutional, commercial, and educational facilities. Her mechanical system experience includes VAV, CV, VVT, DX, chilled water, and hot water. She currently manages multiple discipline projects including studies, renovations, and new construction.



EXPERIENCE

Lincoln Challenge Academy, Rantoul, Illinois.

Project Manager for the design of a new campus that included a classroom building, residential and administration building, and gymnasium building totaling 89,000 square feet using Revit software for Building Information Modeling (BIM). These buildings housed a full kitchen and dining area, classrooms, computer labs, office spaces, living quarters, toilet and shower rooms, gymnasium, fitness center, logistics storage, workshop and vehicle maintenance area. The scope of work included mechanical, plumbing, electrical, and fire protection system design and this project anticipates LEED Silver Certification.

Southeast Area Elementary School, Public Building Commission, Chicago, Illinois.

Project Manager for the design of a new, 114,000 square foot, three story building to house 1200 students. The school will house several classrooms, art rooms, a library, gymnasium, cafeteria, and kitchen. The scope of work includes mechanical, plumbing, fire protection, and electrical system design and this project anticipates LEED Certification.

Onahan, Durkin, and Stevenson Annex Assessments, Public Building Commission, Chicago, Illinois.

Project Manager for assessments for 3 potential annex additions to existing Chicago Public Schools.

Durkin Annex, Chicago Public Schools, Chicago, Illinois.

Project Manager for the design of a new, one-story annex totaling 26,000 square feet. This building housed a kitchen and dining area, classrooms, office space, toilet rooms and a connecting link to the existing school. This project anticipates LEED Silver Certification.

Rowe-Clark Athletic Facility, Noble Network of Charter Schools, Chicago, Illinois.

Project Manager for a new, 12,000 square foot athletic facility housing a competition court, locker rooms, and support spaces. Scope involved providing new mechanical, plumbing, and electrical systems including energy recovery and daylight harvesting. This project is anticipating LEED Gold Certification.

Early Childhood Care Center East, The University of Chicago, Chicago, Illinois.

Project Manager for a new 14,500 square foot early childhood care center for 120 children. This facility is to be used by The University of Chicago. The design is anticipated to achieve LEED-NC Silver Certification, using various sustainable concepts and Revit software for Building Information Modeling (BIM). This project is a high profile building and required the design to be presented and approved by the Trustees at two separate milestones during the project.

Mt. Greenwood Annex, Chicago Public Schools, Chicago, Illinois.

Project Manager for the design of a new, two-story annex totaling 26,000 square feet. This building housed a kitchen and dining area, classrooms, office space, toilet rooms and a connecting link to the existing school. This project was designed using Revit software for Building Information Modeling (BIM) and anticipates LEED Silver Certification.

Clemente Academy, Chicago Public Schools, Chicago, Illinois.

Project Manager, Lead Mechanical, and Plumbing Engineer for masonry and roof repairs for a penthouse and ComEd transformer room. Scope involved the removal of existing plumbing, lighting design and a new electrical unit heater for a storage room, and the removal of dormant HVAC dampers. This project was completed on an accelerated schedule without compromising Owner standards.

EDUCATION & REGISTRATION

Bachelor of Science in Mechanical Engineering, Purdue University, West Lafayette, Indiana

Professional Engineer, State of Illinois

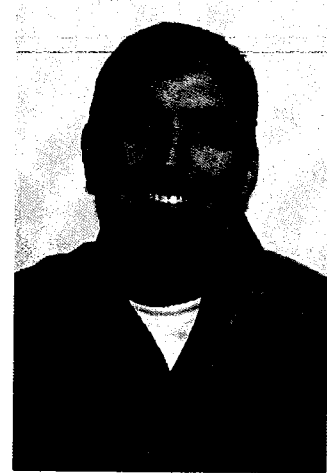
Certified Project Management Professional, Project Managers Institute

LEED Accredited Professional, USGBC

John R. Fetter, PE

Electrical Engineer

Mr. Fetter has 9 years of Electrical Engineering experience. He has tested his skills with designing power distribution, lighting, fire alarm, communication systems, and lighting protection for several different building types. Some of these include hospitals, nursing homes, retail spaces, schools, restaurants, high rise residential, and office buildings. Along with being a highly qualified engineer, he also has also worked in the project coordinator role overseeing projects from their design stage to final construction. This has helped him in his current role to understand every detail of his projects and how they progress through each phase.



EXPERIENCE

Oriole Park Elementary School, Chicago Public Schools, Chicago, Illinois

Lead Electrical Engineer for the design of a new two-story annex totaling 40,000 square feet. The school housed a kitchen, dining area, classrooms, office space, toilet rooms and a connecting link to the existing school. Electrical scope included new power, lighting, fire alarm, telecommunications, CCTV, intrusion detection, intercom, and clock systems. New battery packs and emergency powered exit signs along with a new fire alarm system were provided in the existing school per the owner's request and to comply with current codes.

Joan Dachs Bais Yaakov Elementary School, Chicago, Illinois

Electrical engineer for a new 59,000 square foot private elementary school. The building accommodates more than 400 boys in grades K-8 including 25 classrooms, a worship area, gym, library, dining hall, and science and computer labs. Electrical design included new lighting, fire alarm, security, telephone/data systems, and a new electrical service. The project was on a firm budget and required value engineering exercises in order to meet the client's needs.

"Track E" Air Conditioning Assessments, Chicago Public Schools, Chicago, Illinois

Electrical Engineer for 13 "Track-E" (year-round) schools. The scope of the assessments included identifying the number of classrooms where new window A/C units would be installed, confirming the window configurations, identifying all main electrical and switchboard sizes and their respective utility service meter numbers, evaluating if additional power was needed and then determining where the new panel-boards would be located.

Taylor Lofts, University of Illinois at Chicago, Chicago, Illinois.

Electrical engineer for the renovation of an existing 180,000 square foot 10-story office and commercial building into a 135-unit student housing development for the University of Illinois – Chicago. Student units were developed on floors 2 through 10, with modifications to the existing lease space on the 1st floor. Electrical scope included new tenant and house electrical services, and a new diesel powered generator.

Alumni Hall, Knox College, Galesburg, Illinois.

Lead Electrical engineer for the renovation of a 30,000 campus building originally built in the late 19th Century. The new design allowed for new offices, conference rooms, seminar rooms, meeting rooms and student study areas. LEED Silver Certification is anticipated.

Midway Studios, University of Chicago, Chicago, Illinois.

Lead Electrical engineer for the renovation of an existing campus art studio listed on the National Register of Historic Places and a local landmark. Electrical work included new power, lighting, fire alarm, and telecommunication systems. The scope also involved a life safety evaluation of the existing exit signs, egress lighting, and fire alarm system.

Emergency Department Renovation and Addition, Advocate Condell Medical Center, Libertyville, Illinois

Electrical Engineer for a 21,000 square foot addition to the existing Hospital's Emergency Department. Electrical scope included engineering new normal and emergency power, lighting, fire alarm, low voltage, nurse call, security, and paging systems. The challenge of the project involved breaking up the work into phases in order to maintain operation of the Emergency Department.

Emergency Department Renovation, Advocate Illinois Masonic Medical Center, Chicago, Illinois

Electrical Engineer for the renovation and addition of the Emergency Department. Electrical work included the design of emergency and normal power, lighting, fire alarm, low voltage, and nurse call systems. The design was based on a fixed budget requiring value engineering practices to meet the client's needs.

EDUCATION & REGISTRATION

Bachelors of Science, Electrical Engineering, Georgia Institute of Technology

Bachelors of Arts, Mathematics, Emory University

Professional Engineer, State of Illinois

Registered Energy Professional, City of Chicago

AMANDA C. BECK, PE, CET, CFPS

Fire Protection Engineer

Ms. Beck is a registered Professional Engineer in our Fire Protection Group. Her work has included engineering, design and construction administration of fire protection and life safety systems for institutional, educational, healthcare, commercial, residential, and light industrial facilities.



EXPERIENCE

Natchez Elementary School, United Neighborhood Organization, Chicago, Illinois.

Lead Fire Protection Engineer for a new 55,000 elementary school including a full service kitchen, multipurpose facility, classrooms, media center, library, and administrative offices. Fire Protection scope involved the design of a fire pump and automatic wet and dry sprinkler systems. This project was completed on a fast-track schedule, opening within 10 months of schematic design. The facility is anticipated to achieve LEED Silver Certification at a minimum.

New High School, United Neighborhood Organization, Chicago, Illinois.

Lead Fire Protection Engineer for a new 77,000 high school including a full service kitchen, classrooms, library, gymnasium, and administrative offices. Fire Protection scope involved design of a fire pump and automatic wet and dry sprinkler systems. This project was completed on a fast-track schedule, opening within 10 months of schematic design. The facility is anticipated to achieve LEED Silver Certification at a minimum.

Durkin Annex, Chicago Public Schools, Chicago, Illinois.

Fire Protection Engineer for the design of a new, one-story annex totaling 26,000 square feet. This building housed a kitchen and dining area, classrooms, office space, toilet rooms and a connecting link to the existing school. Fire Protection scope included a full sprinkler addition, relocation of the existing water service, and modifications to the existing system to tie into new service. This project anticipates LEED Silver Certification.

Early Childhood Care Center West, The University of Chicago, Chicago, Illinois.

Lead Fire Protection Engineer for a new 14,250 square foot early childhood care center for 120 children. This facility is to be used by The University of Chicago and The University of Chicago Medical Center. Fire Protection scope included design of a full sprinkler system

and fire pump assembly. The design is anticipated to achieve LEED-NC Silver Certification. This project is a high profile building and required the design to be presented and approved by the Trustees at two separate milestones during the project. This resulted in an extended design phase, but an accelerated construction.

Early Childhood Care Center East, The University of Chicago, Chicago, Illinois.

Fire Protection Engineer for a new 14,250 square foot early childhood care center for 120 children. This facility is to be used by The University of Chicago and The University of Chicago Medical Center and its construction involved intense coordination with El Shapiro Hall, a separate project being built on the same site. Fire Protection scope involved design of a fire pump and automatic wet sprinkler system. The design is anticipated to achieve LEED-NC Silver Certification, using various sustainable concepts and Revit software for Building Information Modeling (BIM). Additionally, this project was performed using the CM at Risk delivery method, but also involves variations of Integrated Project Delivery (IPD).

William Jones College Preparatory High School, Chicago Public Schools, Chicago, Illinois.

Fire Protection Engineer for the design of a new 240,000 square foot replacement high-rise high school building serving 1,200 students in downtown Chicago, located adjacent to a subway rail line. Facilities included classrooms, computer and science laboratories, art and music studios, administrative and support spaces, a library, a full-service dining facility, and an underground parking garage, and a Type I stage and auditorium. Fire Protection scope involved the design of a fire pump, standpipe, and wet and dry automatic sprinkler systems. Stage designs included sound and vibration isolation, coordination with theater consultants, and smoke management system calculations. This project was designed using Revit software for Building Information Modeling (BIM) and anticipates a LEED Silver Certification.

EDUCATION & REGISTRATION

Arizona State University, Bachelor of Science in Mechanical Engineering

Professional Engineer, State of Illinois

Certified Fire Protection Specialist, National Fire Protection Associations (NFPA)

Fire Protection Engineering Technology Water Based Systems Layout, National Institute for Certification in Engineering Technologies (NICET)

Society of Fire Protection Engineers – Chicago Chapter Board of Executives

GUSTAVO ZARAZUA, EIT

Mechanical Group

Mr. Zarazua is a Mechanical Engineer at Primera and a registered **Engineer in Training** for the State of Illinois. He has designed multiple facilities for various markets in both the public and private sectors. These projects have involved institutional buildings, educational facilities, parks and recreation, and healthcare.



EXPERIENCE

Natchez Elementary School, United Neighborhood Organization, Chicago, Illinois.

Mechanical Engineer for a new 55,000 elementary school including a full service kitchen, multipurpose facility, classrooms, media center, library, and administrative offices.

Mechanical scope involved the design of a new indoor and roof top air handling units for the supply of ventilation and conditioned air to the classrooms. Also designed heating hot water, and air conditioning systems and performed building load and energy model calculations required for LEED documentation. This project was completed on a fast-track schedule, opening within 10 months of schematic design. The facility is anticipated to achieve LEED Silver Certification at a minimum.

William Jones College Preparatory High School, Chicago Public Schools, Chicago, Illinois.

Mechanical Engineer for the design of a new 240,000 square foot replacement high-rise high school building serving 1,200 students in downtown Chicago, located adjacent to a subway rail line. Facilities included classrooms, computer and science laboratories, art and music studios, administrative and support spaces, a library, and a full-service dining facility. This project was designed using Revit software for Building Information Modeling (BIM) and anticipates a LEED Silver Certification.

San Miguel School Renovation, Chicago Public Schools, Chicago, Illinois.

Mechanical Engineer for the gut rehab of the entire 9,500 square foot, 3 story building and a remodel of the 8500 square foot third story of the adjacent building. The design required that the third story of the adjacent building be decoupled from the existing building services and combined with the services of the 3-story building so that the space can be leased to San Miguel.

Arturo Velasquez Institute Laboratory Renovation, City Colleges of Chicago, Chicago, Illinois.

Mechanical Engineer for the renovation of two classrooms to house a chemistry and biology laboratory, totaling approximately 1,300 square feet. The renovation included new lighting, new building compressed air and vacuum systems, a new hood exhaust system, a new lab waste and vent system, a new high purity water system, HVAC zoning changes and power distribution design. The work tables are equipped with lab sinks, acid waste basins, vacuum, air and gas outlets, and power outlets. All of these utilities are supplied from below to create an aesthetically pleasing environment.

Science and Community Center, North Park University, Chicago, Illinois.

Mechanical Engineer for a new 100,000 square foot, 3-story science building. The building will include laboratory areas, laboratory support spaces, conference rooms, office spaces, community spaces, student support spaces, classrooms, and a kitchen/dining facility. The laboratory functions will include physics, biology, vivarium, organic chemistry, and molecular engineering. Mechanical design included heating, ventilation, and air conditioning systems, exhaust systems for kitchen, toilet rooms and laboratory hoods. Design of makeup air systems, natural gas supply, temperature controls and development of sequence of operations. Perform building load and energy model calculations.

Daley College Laboratory Renovations, City Colleges of Chicago, Chicago, Illinois.

Mechanical Engineer for phase renovations of existing chemistry and biology, classroom spaces to accommodate on-going program changes. The labs required new lab exhaust systems, new lighting controls, and completely new power distribution. Some of the work tables are equipped with lab sinks, acid waste, vacuum, air and gas outlets, and power outlets. All of these utilities were supplied from below for aesthetic appeal. Other labs were equipped with a network of poke-through power/IT boxes, also supplied from below.

EDUCATION & REGISTRATION

Bachelor's Degree in Mechanical Engineering, Illinois Institute of Technology

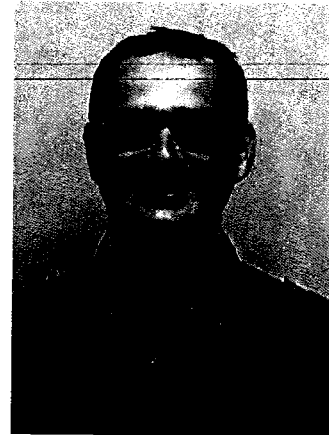
Associate of Science in Engineering Science, Daley College/City Colleges of Chicago

Engineer in Training, State of Illinois

MARIUSZ P. KLIMEK, CPD

Plumbing Engineer

Mr. Klimek is a Plumbing Designer for Primera's Plumbing/Fire Protection Group. His work has included engineering, design and construction administration of plumbing systems for institutional, educational, healthcare and municipal facilities.



EXPERIENCE

Durkin Annex, Chicago Public Schools, Chicago, Illinois.

Plumbing Designer for the design of a new, one-story annex totaling 26,000 square feet. This building housed a kitchen and dining area, classrooms, office space, toilet rooms and a connecting link to the existing school. Plumbing scope included storm drainage piping with overflow drains, sanitary and vents systems, food waste drainage and separation, and energy efficient domestic water pumping equipment. This project anticipates LEED Silver Certification.

Pierce Hall Improvements, The University of Chicago, Chicago, Illinois.

Plumbing Designer for plumbing and HVAC system improvements and repairs for a 10-story building. Improvements include the replacement of sanitary, waste, and vent stacks, domestic water hot, cold, and recirculation piping, toilet and locker room upgrades including plumbing fixtures, HVAC upgrades including A/C for the lounges, breezeway, and library, exhaust system upgrades for the toilet and locker rooms, and corridor make-up upgrades for the dorm room floors.

Arturo Velasquez Institute Laboratory Renovation, City Colleges of Chicago, Chicago, Illinois.

Plumbing Designer for the renovation of two classrooms to house a chemistry and biology laboratory, totaling approximately 1,300 square feet. The renovation included new lighting, new building compressed air and vacuum systems, a new hood exhaust system, a new lab waste and vent system, a new high purity water system, HVAC zoning changes and power distribution design. The work tables were equipped with lab sinks, acid waste basins, vacuum, air and gas outlets, and power outlets. All of these utilities are supplied from below to create an aesthetically pleasing environment.

Daley College Laboratory Renovation, City Colleges of Chicago, Chicago, Illinois.

Plumbing Designer for phase renovations of existing chemistry and biology, classroom spaces to accommodate on-going program changes. The labs required new lab exhaust systems, new lighting controls, and completely new power distribution. Some of the work tables are equipped with lab sinks, acid waste, vacuum, air and gas outlets, and power outlets. All of these utilities were supplied from below for aesthetic appeal. Other labs were equipped with a network of poke-through power/IT boxes, also supplied from below.

Applied Health Sciences Building Fire Sprinkler Upgrades, University of Illinois, Chicago, Illinois.

Fire Protection Designer for the installation of a fire sprinkler system throughout the building including electrical upgrades in this 8-story building to ensure compliance with applicable State of Illinois Fire Marshall, City of Chicago, NFPA, and ADA codes. This project also includes the expansion of the existing fire alarm system.

William Eckhardt Research Center, The University of Chicago, Chicago, Illinois.

Plumbing and Fire Protection Designer for a new state-of-the-art research lab building, including the latest sustainable design concepts, and will be designed and built to last 100 years or longer. Designed the Plumbing upgrades required to various campus buildings to temporarily house the various staff and graduates. Fire Protection scope involved the design of a fire pump, wet, dry and preaction sprinkler systems, a standpipe system, nitrogen generator equipment, VESDA air sampling detection system, and non-ferrous systems for imaging suites. Additionally, Building Information Modeling (BIM) was used and was shared with the design-assist contractors to allow for early fabrication.

District Office Renovations, City Colleges of Chicago, Chicago, Illinois.

Plumbing Designer for the renovation and reconfiguration of 1st, 2nd, 3rd, 5th, and 9-14th floors in this prominent, high-rise building located in the downtown Chicago Loop. Renovation included retail, office, conference room, and board room/community awareness spaces. Plumbing scope involved the renovation of existing systems and equipment to support the new functions. Project conditions were extremely fast-paced with limited budget, while the team worked within the parameters of evolving building infrastructure means.

EDUCATION & REGISTRATION

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

Bachelor of Arts in Computer Graphics and Animation, DePaul University, American

Certified in Plumbing Design (CPD), American Society of Plumbing Engineers

Member, American Society of Plumbing Engineers (ASPE)

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

EDUCATION

University of Texas
- Ph.D. Structural
Engineering, 1985
Texas Tech University
- M.S. Structural
Engineering, 1979
- B.S. Civil
Engineering, 1978

PROFESSIONAL REGISTRATION

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

PROFESSIONAL AFFILIATIONS

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

EXPERIENCE SUMMARY

Dr. Mojekwu has over 29 years combined practical, teaching and research experience in structural engineering, advanced structural mechanics and foundation engineering. He has extensive experience in the structural design of buildings, environmental facilities and special structures, as well as evaluation, rehabilitation and restoration of existing construction.

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

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

REPRESENTATIVE PROJECTS

- Ogden Elementary School, Chicago, IL – three-story, 109,000 sq. ft. elementary school
- Garvy Elementary School, Chicago, IL – New addition to an existing elementary school
- Mount Greenwood Elementary School Addition, Chicago, IL – Approximately 28,000 sq. ft., 2-story, 8-classroom elementary school addition with dining
- Langston Hughes/Davis Developmental Elementary School – Chicago, IL - Pre-kindergarten through 8th grade LEED Gold certified elementary school to accommodate up to 1,050 students. Many of the Davis Development School students have severe physical and developmental disabilities. The new, approximately 100,000 sq. ft., building is a single story facility in the spirit of "Universal Design", exceeding the minimum standards required by the Illinois Accessibility Code and The Americans with Disabilities .
- Federico Garcia Lorca Elementary School - Chicago, IL - A 3-story, 106,000 gross sq. ft. pre-kindergarten through 8th grade school designed to achieve LEED Silver Certification. The school will accommodate up to 900 students.
- William J. Onahan Elementary School Annex – Chicago, IL - New 2-story Linked Annex Prototype that will serve approximately 300 students. The Linked Annex is designed to achieve LEED for Schools Silver Certification, including a minimum of 25% green roof.

- Skinner Elementary School, Chicago, IL – 3-story, 100,000 sq. ft. school with attached gymnasium
- Durkin Park Elem School Linked Annex – New one-story Linked Annex Prototype. The annex will include nine standard classrooms, one computer classroom, a dining area with warming kitchen, an office, storage and toilet facilities. The Linked Annex is targeted to achieve LEED for Schools Silver certification, including a minimum of 25% green roof.
- Alexander Graham Bell School Addition, Chicago, IL - This project consists of a new addition on the south side of the existing school and specific renovations on the interior of the existing 1900's building. The addition is a multi-story steel frame with masonry and curtain wall exterior walls. The addition will consist of a new kitchen and dining space on the first floor and new science lab, art room, and music rooms above.
- Edison Park Elementary School Annex, Chicago, IL - Two-story Linked Annex Prototype, designed to serve approximately 315 students. The Annex includes nine standard classrooms, one partial classroom, one new science classroom, a new warming kitchen with student dining facilities, minor storage areas, and toilet facilities. The Linked Annex is targeted to achieve a LEED for Schools Silver certification, including a minimum of 25% green roof.
- Stevenson Elem School Annex, Chicago, IL - This project will implement the newly created two-story Linked Annex Prototype, designed to serve approximately 300 students. The Annex will include 9 standard classrooms, one computer classroom, a dining area with warming kitchen, an office, storage and toilet facilities. The Linked Annex is targeted to achieve LEED for Schools Silver certification, including a minimum of 25% green roof.
- Wellington Elementary School, Chicago, IL – Renovation of an existing 4-story with basement school building
- Marvin Camras Elementary School, Chicago, IL – Renovation of an existing 4-story with basement school building
- Darwin Elementary School, Chicago, IL – Renovation of existing elementary school, including accessibility upgrades
- George Curtis Elementary School, Chicago, IL – Renovation of a three-story elementary school to include a new limited use elevator in the main building and a new interior elevator in the annex
- Alexander Dumas Elementary School, Chicago, IL – ADA compliance modifications, including new exterior elevator for 3-story building.
- William E. Gladstone Elementary School, Chicago, IL – New elevator addition at entry vestibule of north building. Addition of breezeway connecting existing entrance vestibule with new elevator
- Schneider Elementary School, Chicago, IL – Renovations, including addition of interior elevator

Profile: Amit K. Ghosh Project Manager, Matrix Engineering Corporation

EDUCATION

- Calcutta University
 - B.E. in Civil Engineering, 1974
 - M.E. in Civil Engineering, 1987

PROFESSIONAL AFFILIATIONS

AWARDS

- Best of 2003 Awards, project of the year Soldier Field, presented by Midwest Construction, McGrew Hill Construction
- Merit Award, Consulting Engineers Council of Illinois, Engineering Excellence Awards competition for structural systems for the new 2-district Skokie Court House Garage, 2004
- Special Achievement Award, Consulting Engineers Council of Illinois, Engineering Excellence Awards, Competition for structural systems of the Metra Pedestrian tunnel, Aurora, Illinois

EXPERIENCE SUMMARY

Mr. Ghosh has over 40 years experience in the design of various buildings and structural systems. He has worked on projects ranging in scale from small residential additions to multi-million dollar facilities. He is also experienced in the evaluation, analysis and restoration of existing structures. Mr. Ghosh has experience with many structural materials including structural steel, reinforced concrete, masonry, wood and light gage metal. Mr. Ghosh has experience in structural system analysis, design, computer simulations and modeling of various industrial, commercial, building, stadiums, high rise, health care facilities, casinos, parking garage structures. Mr. Ghosh has experience in renovation of existing structures, forensic engineering, façade inspection, deposition for litigation, presentation to the clients for project interview, fee negotiations with clients and project management.

REPRESENTATIVE PROJECTS

- New McCormick Place Headquarters Hotel, Chicago, IL - 6-story steel podium structures with long span trusses and dancing floor, a landmark ABC Building, Conference Center/West Hall improvements, and two long span pedestrian bridges
- Beloit College Power House, Beloit, WI - Convert the existing power house building to a recreation facilities for the students. Preparation of schematic structural design documents for pricing for roof top play ground on top of existing power house's roof, an indoor track, swimming pool and other gymnasium facilities. Investigation of existing structures to determine its capacity for new loads. Integration of landscaped roof and mechanical spaces.
- 1550 W North Ave., Chicago, IL - 6-story multi-family condominium building with a retail space with steel and cold form light gage metal framing system
- Southeast Area Elementary School, Chicago, IL - New 120,000 sq. ft., 3-story school building
- Cook County Courthouse Parking Garage, Skokie, IL - New \$16 million, 4½- half story pre-cast concrete parking garage for 1,050 cars to replace the existing post tension garage
- Adaptive Re-Use of Soldier Field, Chicago, IL - Adaptive re-use of a new 61,500 seat stadium bowl fitted within the historic 1920's shell of the facility, as well as the addition of a new partially underground parking garage for 2500 cars
- Chicago Public Schools, Capital Improvement Program, Chicago, IL - Management of new school construction and new additions to the existing schools for 60 plus schools.
- Kelvyn Park High School, Chicago, IL - \$37 million, 3-story steel building which included class rooms, laboratories, gymnasium, swimming pool, cafeteria, libraries and associated facilities for the school
- Americas Tower, New York, NY - Design of a 50-story steel office building using steel braced frames, concrete slab on metal deck with rock caisson foundations

McKAY LANDSCAPE ARCHITECTS
5215 NORTH RAVENSWOOD AVENUE # 306
CHICAGO, ILLINOIS 60640
p: 773.561.1227
f : 773.561.1225
e: mimi@mckaylandarch.com

Michele McKay \$155/hr
Megan Wade \$88/hr



Click to check out our new Website!

MICHELE MCKAY RLA, ASLA

Principal

EDUCATION

1978 Master of Landscape Architecture, University of Michigan
1973 Bachelor of Arts, Smith College

PROFESSIONAL EXPERIENCE

1982 – present McKay Landscape Architects – Chicago, Illinois
1978 – 1982 Holabird & Root – Chicago, Illinois
1976 – 1978 Catherine Cole Church, Landscape Architect – Kenilworth, Illinois
1973 – 1976 Sasaki, Dawson, DeMay – Watertown, Massachusetts

PROFESSIONAL ACTIVITIES

Windy City Habitat for Humanity, Construction Committee
Adjunct Professor, School of Architecture, University of Illinois at Chicago
Continuing Education Program – Basic Landscape Design, Francis Parker School and Chicago City Day School
Chicago Architecture Foundation Lecture Series

PROFESSIONAL REGISTRATION AND MEMBERSHIPS

Registered Landscape Architect, State of Illinois – License # 157-000778
American Society of Landscape Architects

RELATED PROJECT EXPERIENCE

COMMERCIAL

Harmony House Cat Shelter, Chicago, Illinois – Farr Associates: Certified LEED PLATINUM
National Public Housing Museum, Chicago, Illinois – Landon, Bone, Baker Architects
Park Lincoln Plaza, Chicago, Illinois - Weese, Langley, Weese Architects
Puerto Rican Arts Alliance, Chicago, Illinois – Landon, Bone, Baker Architects

INSTITUTIONAL: SCHOOLS AND UNIVERSITIES

Northwestern University – PI BETA PHI, Evanston, Illinois – Studio Talo Architects
Northwestern University - Emerson Hall, Evanston, Illinois – Weese, Langley, Weese Architects
Northwestern University - Foster - CCCS, Evanston, Illinois – Weese, Langley, Weese Architects
Northwestern University - Allison Hall, Evanston, Illinois – Weese, Langley, Weese Architects
Northwestern University - Chapin Hall, Evanston, Illinois – Landon, Bone Baker Architects
Northwestern University - Orrington Hall, Evanston, Illinois – Weese, Langley, Weese Architects

INSTITUTIONAL: CULTURAL

Trinity Lutheran Church - Bell Tower Memorial Garden, Chicago, Illinois
Hopewell Baptist Church, Chicago, Illinois
Priests of the Sacred Heart, Chicago, Illinois – McBride Kelley Baurer Architects
Union Church of Hinsdale, Hinsdale, Illinois – McBride Kelley Baurer Architects
St. Josaphat Community Park, Chicago, Illinois – McBride Kelley Baurer Architects

St. Paul's United Church of Christ, Chicago, Illinois
Community Christian Church, Naperville, Illinois – McBride Kelley Baurer Architects
St. Michael the Archangel, Schererville, Indiana – McBride Kelley Baurer Architects

INSTITUTIONAL: HEALTH FACILITIES

Pullman Chicago Family Health Center, Chicago, Illinois – SMNG-A Architects: **Certified LEED pending**
Louise Landau Near North Health Services, Chicago, Illinois – Johnson & Lee Architects, Planners
Infant Welfare Society, Chicago, Illinois – SMNG-A Architects: **Certified LEED GOLD**

HOUSING/AFFORDABLE

Park Place, Chicago, Illinois – Landon, Bone, Baker Architects
Parkside of Oldtown, Chicago, Illinois – Landon, Bone, Baker Architects
Legends C-3, Chicago, Illinois – Landon, Bone, Baker Architects
City Gardens, Chicago, Illinois - Landon, Bone, Baker Architects: **CGH GREEN CERTIFICATION**
Park Douglas, Chicago, Illinois – Pappageorge Haymes Partners and Koo Associates: Mgmt. Building **Certified LEED GOLD**
1704 Humboldt Rehabilitation, Chicago, Illinois – Weese, Langley, Weese Architects
North Avenue Buildings I and II, Chicago, Illinois - Weese, Langley, Weese Architects: **CGH GREEN CERTIFICATION**
North Avenue Redevelopment Building III, Chicago, Illinois - Weese, Langley, Weese Architects: **CGH GREEN CERTIFICATION**
Roseland Village Apartments, Chicago, Illinois – Landon, Bone, Baker Architects: Building 7 **Certified LEED GOLD**
Rosa Parks Apartments, Chicago, Illinois – Landon, Bone, Baker Architects: **All Buildings Certified LEED SILVER or GOLD**
Casa Morelos and Casa Maravilla, Chicago, Illinois - Weese, Langley, Weese Architects: **CGH GREEN CERTIFICATION**
Archer Courts, Phases I and II, Chicago, Illinois - Landon, Bone, Baker Architects
Wentworth Gardens Rehabilitation, Chicago, Illinois – SMNG-A Architects

HOUSING/AFFORDABLE AND MARKET RATE

Parkside of Old Town, Chicago, Illinois – Landon, Bone, Baker Architects: **CGH GREEN CERTIFICATION pending**
Lake Park Crescent, Chicago, Illinois - VOA Associates Inc.: **CGH GREEN CERTIFICATION**
Park Boulevard, Phase I, IIa and IIb, Chicago, Illinois- VOA Associates Inc., Johnson & Lee Architects, Planners
Legends C-3, Chicago, Illinois – Landon, Bone, Baker Architects
Legends South, Chicago, Illinois - Landon, Bone, Baker Architects: **CGH GREEN CERTIFICATION**
Westhaven Park, Phases I and II, Chicago, Illinois – Landon, Bone, Baker Architects

HOUSING/SUPPORTIVE and SENIOR

Matteson II, Matteson, Illinois – Weese, Langley, Weese Architects
Cicero George, Chicago, Illinois – Weese, Langley, Weese Architects
Buffet Place, Chicago, Illinois – Landon, Bone, Baker Architects: **EGC and CGH CERTIFICATION**
Harvest Commons, Chicago, Illinois – Landon, Bone, Baker Architects: **EGC CERTIFICATION**
Coppin House, Chicago, Illinois - Weese, Langley, Weese Architects: **CGH GREEN CERTIFICATION**
Branch of Hope, Chicago, Illinois - Weese, Langley, Weese Architects: **CGH GREEN CERTIFICATION**
Cicero/George Senior Housing, Chicago, Illinois – Weese, Langley, Weese Architects
ComCast Housing, Oak Park, Illinois – Weese, Langley, Weese Architects: **LEED Certified**
Roseland Place Senior Housing, Chicago, Illinois - Landon, Bone, Baker Architects: **CGH GREEN CERTIFICATION**

PARKS AND PLAZAS

Women's Park and Gardens of Chicago, Chicago, Illinois - Tanys Langdon, Architect
St. Josaphat Church Plaza, Chicago, Illinois - McBride, Kelley, Baurer Architects
Fourth Presbyterian Church Plaza and Garth, Chicago, Illinois
Mercy Home for Girls Mother's Walk, Chicago, Illinois - McBride, Kelley, Baurer Architects

SCHEDULE G
OTHER CONDITIONS

NONE

EXHIBIT A
LEGAL ACTION

ATTACHED HERETO

Firm Name: SMNG A Ltd.

If the answer to any of the questions below is **YES**, you must provide a type written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXHIBIT B
DISCLOSURE AFFADAVIT

ATTACHED HERETO

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Todd Niemiec, as President
Name Title

and on behalf of SMNG A Ltd.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: SMNG A Ltd.
2. Address: 936 West Huron Street, Chicago, IL 60642
3. Telephone: 312.829.3355 Fax: 312.829.8187
4. FEIN: 36-3411903 SSN: _____
5. Nature of transaction (check the appropriate box):
 - Sale or purchase of land
 - Construction Contract
 - Professional Services Agreement
 - Other _____

6. Disclosure of Ownership Interests
Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- | | |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other: _____ |

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CORPORATIONS AND LLC'S

1. State of Incorporation or organization: IL
2. Authorized to conduct business in the State of Illinois: Yes No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
	Director
	Vice President/Secretary
	President/Treasurer

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
Todd Niemiec	204 W. St. James Street, Arlington Hts, IL	14

5. LLC's ONLY, indicate management type and name:
 Member-managed
 Manager-managed
 Name: _____
6. 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.

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PARTNERSHIPS

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

Name	Ownership Interest Percentage
N/A	

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s)
N/A

3. 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	Address
N/A	

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CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (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 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document 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 as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

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

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

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional 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.

E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (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.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

VERIFICATION

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

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

[Handwritten Signature]

Signature of Authorized Officer

Todd Niemiec

Name of Authorized Officer (Print or Type)

President

Title

312.829.3355 ext 231

Telephone Number

State of IL

County of Cook

Signed and sworn to before me on this 9th day of Sept, 2014 by

Todd Niemiec (Name) as President (Title) of

SMNG A Ltd. (Bidder/Proposer/Respondent or Contractor)

[Handwritten Signature]

Notary Public Signature and Seal



EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

ATTACHED HERETO

Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions 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. 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.

"Lobbyists" means any person who (a) 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.

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant: SMNG A Ltd.

EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

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

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

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

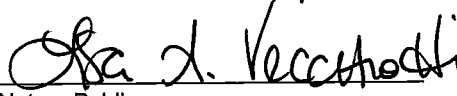
9/9/2014
Date

Todd Niemiec
Name (Type or Print)

President
Title

Subscribed and sworn to before me

this 9th day of Sept. 2014


Notary Public

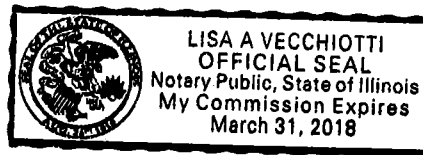


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

ATTACHED HERETO

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:
 - i. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - ii. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - iii. "Professional Service Contract" means a contract for professional services of any type.
 - iv. "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.
 - v. "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.
 - vi. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

- vii. "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.
- viii. "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.
- ix. "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:
 - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
 - ii. 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.
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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:
 - i. Attendance at the Pre-bid conference;
 - ii. 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;
 - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
 - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
 - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - a. The name, address and telephone number of MBE and WBE firms contacted;
 - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - vi. 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.

- vii. 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.
 - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - ix. 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:
- i. 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;
 - ii. 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:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.

- vi. 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.
 - vii. 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.
 - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
 - ix. 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
 - x. 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:

- i. 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.
- ii. 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.

- iii. 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.

- iv. 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.
 - v. 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.

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

- 1. Name of Joint Venture N/A
- 2. Address of Joint Venture _____
- 3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

14

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

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

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

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

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions: _____

B. Management decisions such as:

1. Estimating: _____

2. Marketing/Sales: _____

C. Hiring and firing of management personnel: _____

D. Purchasing of major items or supplies: _____

E. Supervision of field operations: _____

F. Supervision of office personnel: _____

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

H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.

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

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title
P

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____

On this ____ day of _____, 20____

before me appeared (Name)

before me appeared (Name)

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

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

(Name of Joint Venture)
to execute the affidavit and did so as his or her
free act and deed.

(Name of Joint Venture)
to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:

Commission expires:

(SEAL)

(SEAL)

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH
PROPOSAL**

Name of Project: Southeast Area Elementary School

Project Number: 05311-PS2029

FROM:

Matrix Engineering MBE WBE
(Name of MBE or WBE)

TO:

SMNG A Ltd. and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated June 30, 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Structural Engineering for Building Construction and Site Development
Structural Engineering for Site Preparation

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

Building Construction and Site Development: \$200,000.00
Site Preparation: \$5,000.00

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Matrix Engineering

Name of MBE/WBE Firm (Print)

8/27/2014

Date

312 427-1200

Phone

Signature

Gene Mojekwu

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE WBE Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

gene@matrixchicago.com

June 30, 2014

Eugene C. Mojekwu
Matrix Engineering Corporation
33 West Jackson Boulevard, 4th Floor
Chicago, IL 60604-4092

Dear Mr. Mojekwu:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE) until September 30 2014**. 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 Coleman, Jr.
Deputy Procurement Officer

GC/sl

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH
PROPOSAL**

Name of Project: Southeast Area Elementary School

Project Number: 05311-PS2029

FROM:

 McKay Landscape Architects MBE WBE X

(Name of MBE or WBE)

TO:

 SMNG A Ltd. and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

 X 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 3.22.2013 . 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.

 Landscape Architecture

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

 \$20,000.00

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.
By:

McKay Landscape Architects

Name of MBE/WBE Firm (Print)
08.27.2014

Date
773.561.1227

Phone

Michelle McKay

Signature
Michelle McKay

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Signature

Name (Print)

MBE WBE Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

mimi@mckaylandarch.com

August 27, 2014

Michele McBride-McKay
McKay Landscape Architects
5215 N. Ravenswood Avenue, Suite 306
Chicago, IL 60640

Dear Ms. McBride-McKay:

This letter is to inform you that the City of Chicago has extended your status as a **Women Business Enterprise (WBE) until November 30, 2014**. 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 Coleman, Jr.
Deputy Procurement Officer *lc*

GC/sl

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH
PROPOSAL**

Name of Project: Southeast Area Elementary School

Project Number: 05311-PS2029

FROM:

Primera Engineers MBE WBE

(Name of MBE or WBE)

TO:

SMNG A Ltd. and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated July 21, 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Mechanical, Electrical, Plumbing, and Fire Protection Engineering

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

\$417,000.00

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.
By:

Primera Engineering

Name of MBE/WBE Firm (Print)

8-27-14

Date

312 242 6352

Phone

KRP Parucci
Signature

Ken Parucci

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE WBE Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

ahenao@primeraeng.com

July 21, 2014

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

Dear Mr. DeSantiago:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE) until September 30, 2014**. 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 Coleman, Jr.
Deputy Procurement Officer

GC/sl

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH
PROPOSAL**

Name of Project: Southeast Area Elementary School

Project Number: 05311-PS2029

FROM:

Terra Engineering, Ltd. MBE _____ WBE X
(Name of MBE or WBE)

TO:

SMNG A Ltd. and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 25, 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Civil Engineering for Building Construction and Site Development
Civil Engineering for Site Preparation

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

Building Construction and Site Development: \$84,500.00
Site Preparation: \$24,800.00

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.
By:

Terra Engineering, Ltd.



Name of MBE/WBE Firm (Print)
8/27/14

Signature
Karen Steingraber

Date
312-467-0123

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE WBE Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

mcampbell@terraengineering.com

August 25, 2014

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 30, 2014**. 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 Coleman, Jr.
Deputy Procurement Officer

GC/sl

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH
PROPOSAL**

Name of Project: Southeast Area Elementary School

Project Number: 05311-PS2029

FROM:

Urban Works MBE _____ WBE X
(Name of MBE or WBE)

TO:

SMNG A Ltd. and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated October 8, 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.

Associate Architect

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

\$251,200.00

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.


By:

Urban Works

Name of MBE/WBE Firm (Print)
August 27, 2014

Date
312.201.1200

Phone



Signature
Robert Natke

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Signature

Name (Print)

MBE WBE Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

OCT 08 2013

Ms. Patricia Saldana Natke
Urban Works, Ltd.
213 W. Institute PL., #710
Chicago, IL 60610

Dear Ms. Natke:

We are pleased to inform you that **Urban Works, Ltd.**, has been recertified as a **Minority Business Enterprise ("MBE")** and **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **06/01/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **06/01/2014, 06/01/2015, and 06/01/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **06/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/01/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City 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, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

gc
A.W.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that 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. 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 the individual or entity, or the individual or entity assisted 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 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(s):

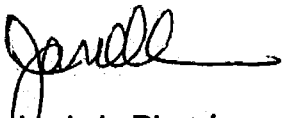
541310 – Architectural (except landscape) Services

541320 – Landscape Architectural Services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise and Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhea
Chief Procurement Officer

JLR/cm



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

Name of Project: **Southeast Area Elementary School**

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Title _____
and duly authorized representative of
SMNG A Ltd.

Name of Professional Service Provider _____
whose address is
936 W Huron St. Chicago, IL 60642

_____ in the City of **Chicago**, State of IL

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Urban Works	Associate Architect	\$	\$ 251,200.00
Terra Engineering	Civil Engineering	\$	\$ 109,300.00
McKay Landscape Architects	Landscape Architecture	\$	\$ 20,000.00
Matrix Engineering	Structural Engineering	\$ 205,000.00	\$
Primera Engineering	MEP/FP Engineering	\$ 417,000.00	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ 622,000.00	\$ 380,500.00
Percent of Total Base Bid		24.5	15
		%	%

EXHIBIT E
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.:

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:

 9/10/14

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]

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

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

SUB-SUBCONTRACTING LEVELS

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

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

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

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

SMNG A Ltd.

Name of Professional Service Provider (Print)

Date

8/28/2014
312.829.3355 ext 231

Phone



Signature **Todd Niemiec**

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE WBE Non-MBE/WBE



SCHRO-1

OP ID: LK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2014

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 Realy Insurance & Associates 3701 Algonquin Rd., Ste. 570 Rolling Meadows, IL 60008 Robert T. Collimore (In-Force)	CONTACT NAME: Robert T. Collimore (In-Force)	FAX (A/C, No): 847-870-6833	
	PHONE (A/C, No, Ext): 847-870-2350	E-MAIL ADDRESS: rtc@iwic.net	
INSURED SMNG A Ltd. 933 West Huron Street Chicago, IL 60622	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Insurance Company		00914
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	83SBVX1073	07/21/2014	07/21/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	83SBVX1073	07/21/2014	07/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	83SBVX1073	07/21/2014	07/21/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	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/A	83WECZG2723	07/19/2014	07/19/2015	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Replacement Cost			83SBVX1073	07/21/2014	07/21/2015	Pers Prop 192,600 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PS2029; The Public Building Commission of Chicago, The Board of Education of the City of Chicago and the City of Chicago are additional insureds on a primary non-contributory basis. Waiver of Subrogation applies in favor of the additional insureds;

CERTIFICATE HOLDER	CANCELLATION
PUBLIC B Public Building Commission of Chicago Attn: Rusty Castillo 50 W. Washington St., Ste 1203 Chicago, IL 60602 ok eryl 9/11/14	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>Walter M. Kelly</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2014

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 Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company	NAIC # 25054
INSURED SMNG A Ltd. 936 W Huron Street Chicago, IL 60642	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W494775** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			AR#7235305	07/21/2014	07/21/2015	\$5,000,000 Per Claim Limit \$5,000,000 Aggregate

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

CERTIFICATE HOLDER Public Building Commission Procurement Department Richard J. Daley Center, Room 200 Chicago, IL 60602	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

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