PUBLIC BUILDING COMMISSION OF CHICAGO



ARCHITECT OF RECORD PROFESSION SERVICE AGREEMENT CONTRACT NUMBER PS2028

WITH

STR PARTNERS LLC

TO PROVIDE
ARCHITECT OF RECORD SERVICES
FOR
SOUTHWEST AREA SCHOOL
WEST 60TH STREET AND SOUTH KARLOV
CHICAGO, ILLINOIS
PROJECT NUMBER 05660

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 <u>June 10, 2014</u>, but actually executed on the date witnessed, is entered into by and between the <u>Public Building Commission of Chicago</u>, 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 STR Partners LLC. with offices at <u>350 West Ontario Street</u>, (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 Southwest Area 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 Date: _____ Mayor Rahm Emmanuel Chairman ATTEST: Date: Lori Ann Lypson Secretary AOR: Jan T.**M**aniguchi President AFFIX CORPORATE SEAL, IF ANY, HERE County of: Cook State of: LUNGIS Subscribed and sworn to before me by JAN TANICUCH and on behalf of Architect of Record this 18th day of Scot., 20 14.

Notary Public My Commission expires: 6/21/2016 SEAL OF NOTARY)

SUSANNA J. CRAIB-COX
OFFICIAL SEAL
Notary Public - State of Illnois
Approved June 2 12 points and legalit

Neal & Leroy, LLC

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 <u>Definitions</u>. 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.

- (I) Project. Construction of a new 133,000 GSF, 1500 student, 3-story middle school located at South 60th Street and Karlov Avenue. The school will include 48 classrooms, 3 special needs classrooms 3 breakout spaces, 4 science classrooms, 2 computer classrooms, 4 art classrooms, 1 music classroom, 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, storm water management improvements, new sidewalks, new vehicular drive, and a refuse / delivery area at southeast of project site. The site development may include re-grading and reconstructing the athletic fields as natural turf or artificial turf as alternates.
- (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 preconstruction 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 October 1, 2010, which shall be made available upon request.

ARTICLE IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

- Section 4.01 <u>Engagement</u>. 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.
- Nondiscrimination. In performing under this Agreement the Architect will not discriminate against any Section 4.04 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 <u>Document Control</u>

- 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 <u>Compliance with Laws.</u> 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 <u>Weekly Meetings</u>. 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 <u>Defects in Project.</u> 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 <u>Performance Standard.</u>

- (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.

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 <u>Duration</u>. 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 <u>Termination by the Commission</u>. 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 <u>Effect of Termination or Suspension</u>. 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 in Schedule D.

ARTICLE VII. RIGHTS AND OBLIGATIONS OF COMMISSION

Section 7.01 <u>General and Specific</u>. 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 <u>Audits.</u> 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 <u>Legal, Auditing and other Services</u>. 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 <u>Remedies Not Exclusive</u>. 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 <u>Claim Procedure</u>. 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 <u>Dispute Procedure.</u> 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 <u>Executive Director's Determination</u>. 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 <u>any</u> 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 <u>Counterparts</u>. 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 <u>Non-liability of Public Officials</u>. 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 <u>Successors and Assigns.</u> 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.
 - 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.
- 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:

- 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.
- 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:

- 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.
- Meeting with User Agency representatives.
- 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:

- 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).
- 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.
- 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.
- 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
 - Construction type b)
 - Occupant load by area and floor c)
 - Travel distances
 - Accessibility
 - Exit types, units and widths
 - Plumbing fixture counts
 - Loading berths and parking requirements
 - 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:
 - Certification of Compliance with Commission's Design Checklist.
 - Design Guidelines and Standards Deviation Log b)
 - Request for Clarification (RFC) Log c)
 - Building Construction Design Development Documents (including specifications). d)
 - Architect's Estimate of Probable Construction Cost
 - Issuance of approved Furniture, Fixture and Equipment Plan and Schedule. f)
 - Issuance of approved Hardware and Device Location Plan and Schedule. q)
 - Issuance of Submittal and Closeout Matrix. h)
 - Sustainable Design Goals and LEED documentation, including a detailed narrative describing projectspecific strategies to achieve each credit, as shown in the Commission's Design Management Manual.
 - Sustainable Design submittal package for Commissioning Authority Review. Documentation shall j) include all systems and equipment to be commissioned as part of the project.
 - Updated Storm water Analysis and Management Proposal. k)
 - 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.
 - Issuance of code analysis package. p)
 - Provide a complete utility coordination and public infrastructure plan.
 - Documentation for User Agency Departmental Approvals. r)
 - Issuance of milestone packages for review. s)
 - 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.
- 1) 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.
- 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 narrative overview of the Architect's Estimate of Probable Construction Cost compared to the

Construction Budgets.

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.

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)

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.
- 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.
- 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:
 - 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.

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.

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.

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.

- 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.
- 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 a 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).
 - 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:
 - Occupancy classification
 - Construction type b)
 - Occupant load by area and floor
 - d) Travel distances
 - Accessibility
 - Exit types, units and widths
 - Plumbing fixture counts
 - Loading berths and parking requirements
 - 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:
 - Certification of Compliance with Commission's Design Checklist
 - Design Guidelines and Standards Deviation Log
 - Request for Clarification (RFC) Log c)
 - Request for Design Change (RFDC) Log d)
 - Issue updated Submittal and Closeout Matrix e)
 - Site Preparation Construction Documents (including specifications) f)
 - Building Construction Documents (including specifications)
 - Architect's Estimate of Probable Construction Costs in the format provided by the Commission for 60% and 90% Construction Documents.
 - Sustainable Design Goals and LEED documentation, including a detailed narrative describing projectspecific strategies to achieve each credit, as shown in the Commission's Design Management Manual.
 - Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
 - 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.
 - 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
 - Issuance of updated code analysis package
 - Issuance of updated MEP coordination documentation
 - 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.
- 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.
 - j. 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.
- Review monthly reports from GC and all backup for adequacy and completeness, and alignment with pace and submittals reported in overall submittal log.
- Have Mechanical engineer calculate or check calculations for flush-out for IAQ plan
- 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.
- Keep tabs on Commissioning (Cx) process make sure MEP consultants are engaged in / informed about the pace of the process, and any issues encountered.
- 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.
- 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.
- 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.
- 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.
 - 3. 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.
 - 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.

- 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.

Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be

required. Provide all necessary assistance and coordination for the relocations.

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.

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).

- Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
- 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.
- 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.
- 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.
- 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.
- 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

Preliminary Conceptual Design documents transferred no July 17, 2014.

SCHEDULE C PROJECT SCHEDULE

A. Site Preparation and Foundation: Scope Development Phase:

Scope Development: N/A

- B. Site Preparation and Foundation: Construction Documents Phase:
 - 1. 75% Construction Documents: N/A
 - 2. 100% Construction Documents. N/A
- C. Site Preparation and Foundation: Construction Phase Services:

N/A

D. Building: Conceptual Design Phase:

Conceptual Transfer: Preliminary Conceptual Design documents shall be transferred no later than July 17, 2014.

E. Building: Schematic Design Phase:

Schematic Design Documents shall be completed no later than August 28, 2014.

F. Building: Design Development Phase:

Design Development Documents shall be completed no later than October 9, 2014.

- G. Building: Construction Documents Phase:
 - 1. <u>60% Construction Documents</u>: 60% Construction Documents shall be completed no later than **November 26**, **2014**.
 - 2. <u>90% Construction Documents & Permit.</u> 90% Construction Documents shall be completed no later than **January 15, 2015.**
 - 3. <u>Bid Preparation and Issue for Bid.</u> Bid preparation documents shall be completed no later than **February 16**, **2015** and Issue for Bid on **March 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 March 2, 2015 and due on April 2, 2015. PBC intends on awarding the project on April 14, 2015.

III. Building: Construction Phase Services:

Construction of the Project building shall be completed no later than **October 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 \$2,926,135 plus an estimated budget of \$376,735 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:

Allocation of 1 ee.		
Site Preparation		N/A
Scope Development	35%	N/A
Construction Documents	40%	N/A
Bidding Phase Services	5%	N/A
Construction Phase Services	15%	N/A
Project Close-out	5%	N/A
Design/ Engineering of Building:		\$2,926,135.00
Schematic Design	15%	\$438,920.25
Design Development	20%	\$585,227.00
Construction Documents	35%	\$1,024,147.25
Bidding Phase Services	5%	\$146,306.75
Construction Phase Services	20%	\$585,227.00

5%

\$146,306.75

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Project Close-out

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

2014 Hourly Direct Salary Rate Schedule for Additional Service Work



STR PARTNERS LLC 350 WEST ONTARIO STREET SUITE 200 CHICAGO IL 60654

T 312.464.1444 F 312.464.0785 www.strpartners.com

Southwest Area School Hourly Rate Matrix

September 9, 2014

Rates valid thru 2016 STR Project 14051

STR Partners, LLC

SIR Pariners, LLC		
		urly
Personnel	Ra	te
Principal Senior Proj Manager Project Manager Project Architect Sr. Project Associate Project Associate Interior Designer Administrative	\$\$\$\$\$\$\$\$\$	220.00 175.00 160.00 115.00 93.50 110.00 93.50 93.50

Urban Works

Olban Works	Hourly
Personnel	Rate
Principal	\$ 170.00
Project Associate	\$ 80.00

dbHMS / Nestbuilders

Personnel	Ho Ra	urly te
Senior Principal Architect/Engineer	\$	265.00
Proj. Manager/\$r. Engineer/Lighting Designer	\$	220.00
Design Engineer Designer	\$	185.00 150.00
Design Drafter Word Processor	\$ \$	115.00 105.00

HJKessler & Assoc.

Harcasier & Acces.	Hourly Rate
Personnel	Rate
	\$ 217.50

TERRA Engineering, Ltd.

	Hourly
Personnel	Rate
101034445	
see attached spreadsheet	



STR PARTNERS LLC 350 WEST ONTARIO STREET SUITE 200 CHICAGO IL 60654

T 312.464.1444 F 312.464.0785 www.strpartners.com

Jacobs Ryan Associates

Personnel	Ho Ra	urly te
Landscape Architect 1 Landscape Architect 1 Landscape Designer 1 Landscape Designer 2 Landscape Designer 2 Landscape Designer 3 Landscape Designer 3 Intern Clerical	\$\$\$\$\$\$\$\$\$\$	169.00 169.00 65.00 54.60 53.30 44.20 42.90 39.00 70.20

CE Anderson & Associates

Personnel	Ho Ra	urly te
Principal Senior Project Engineer Project Engineer Project Designer BIM Technician CAD Technician Clerical	\$\$\$\$\$\$\$	175.00 135.00 125.00 110.00 100.00 95.00 60.00



2014 - 2019 FEE SCHEDULE

ABOR CLASSIFICATION	,		0040	2017	2018	2019
	2014	2015	2016			\$225.00
Principal	\$195.00	\$200.00	\$206.00	\$212.00	\$218.00	\$197.00
Sr. Project Manager	\$171.00	\$175.00	\$180.00	\$185.00	\$191.00	\$196.00
Project Manager	\$161.00	\$174.00	\$179.00	\$184.00	\$190.00	\$179.00
Assistant Project Manager	\$151.00	\$159.00	\$164.00	\$169.00	\$174.00	\$203.00
Senior Project Engineer	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00	\$150.00
Project Engineer	\$130.00	\$134.00	\$138.00	\$142.00	\$146.00	\$226.00
Chief Structural Engineer	\$195.00	\$201.00	\$207.00	\$213.00	\$219.00	
Structural Engineer	\$158.00	\$163.00	\$168.00	\$173.00	\$178.00	\$183.00
	\$125,00	\$128.00	\$132.00	\$136.00	\$140.00	\$144.00
Project Designer Senior Landscape Architect	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
	\$125.00	\$128.00	\$132.00	\$136.00	\$140.00	\$144.00
Landscape Architect	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Survey Manager	\$176.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Survey Crew - 2 men	\$135.00	\$142.00	\$146.00	\$150.00	\$155.00	\$160.00
Survey Crew - 1 man	\$105.00	\$106.00	\$109.00	\$112.00	\$115.00	\$118.00
Party Chief	\$82.00	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Instrument Man	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
GIS Analyst 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
	\$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	\$89.00	\$92.00	\$95.00	\$98.00	\$101.00	\$104.00
Cad Technician	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
Senior Technician	\$93.00	\$96.00	\$99.00	\$102.00	\$105.00	\$108.00
On-Site Representative	\$57.50	\$59.00	\$61.00	\$63.00	\$65.00	\$67.00
Intern	\$82.00	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Administration 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.

II. 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:

- 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.
 - 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.
 - Costs for rental or purchase of special items or equipment requested by the Commission.
 - Fees and costs to secure necessary permits or civil agency approvals, including permit fees and expenditure fees.
 - Costs of surveys, geotechnical and environmental technical testing and reports.
 - 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.

III. METHOD OF PAYMENT

 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.
- 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.

IV. 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.

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<u>SCHEDULE E</u> 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 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. Nonconforming 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.

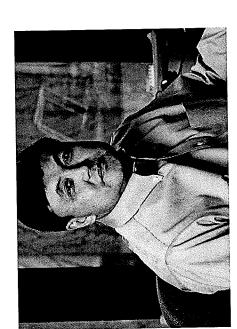
The Architect must require all its subcontractors to provide the insurance required in this Agreement, or Architect may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Architect unless otherwise specified in this Agreement.

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

JAN T. TANIGUCHI, AIA, NCARB, IFMA, CEFPI-REFP, LEED AP Executive Principal



Our most valuable skills as architects are to listen to and focus on our clients' needs and to fulfill those needs by designing facilities that are of the highest quality and value

Jan heads STR and is responsible for corporate vision and firm excellence. He has been the CEO of STR Partners for the past 25 years. He is experienced in design and management of a variety of project types for both institutional and corporate clients. Jan is responsible for focusing STR's practice on architecture for education, and for creating the estimating and building envelope resources of the practice, all of which have contributed to the growth and success of STR.

STR clients benefit from Jan's creative design as well as his interpersonal skills to holistically engage and inspire clients, construction managers, consultants and staff.

SELECTED EXPERIENCE

New Construction

Sarah E. Goode STEM Academy
Calmeca Academy of Fine Arts & Dual Language
Lincoln Middle School
Minooka South Campus High School
Manhattan Junior High School
Francis Granger Middle School
Frencis Granger Middle School
White Oak Elementary School
White Eagle Elementary School
Wilson Creek Elementary School
Aux Sable Elementary School

Addition/Renovation

CPS School Investment Program 2013
Johnson Elementary School
Tioga Elementary School
Kildeer Countryside CCSD 96, district-wide 21st Century
Learning environmental enhancements
Illinois Math & Science Academy Residence Halls
renovation

renovation
Park View Elementary School addition
Caruso Middle School
Shepard Middle School
Minooka Jr. High School Addition
Indian Trails Junior High School
SOWIC-Joliet

EDUCATION

Massachusetts Institute of Technology
Master of Architecture
Master of Science in Civil Engineering (Structural)
Bachelors of Science in Art and Design

PROFESSIONAL EXPERIENCE

STR Partners LLC

Principal

Jan Taniguchi, Architect PC John Portman & Associates

Associate

Skidmore, Owings & Merrill Senior Architect/Designer

PROFESSIONAL AFFILIATIONS

American Institute of Architects
National Council of Architectural Registration Boards
American Arbitration Association
IL Association of School Business Officials
International Facility Management Association
Council of Educational Facility Planners International
U.S. Green Building Council

LEED 2.0 Accredited Professional Illinois Capital Development Board

Project Manager Training

REGISTRATIONS

Illinois, Wisconsin, New York, Hawaii, Guam

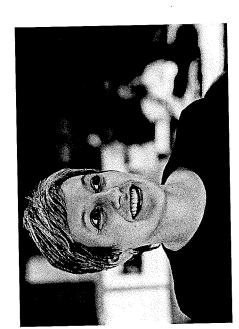
LECTURE/SEMINAR SPEAKER

Illinois Association of School Boards: Environmental Health and Safety Seminar, Life Safety Code Aurora University; Architects in Education Illinois Association of School Boards: Construction Methods Forum



JENNIFER COSTANZO, AIA, LEED AP, NCARB

Managing Principal/ Principal Project Manager



Only an informed decision can provide the best solution for the client and project. And only the abilities to listen carefully to all parties involved and to coordinate their efforts smoothly can lead to that decision.

Principal Jennifer Costanzo brings to STR clients a rare focus and sense of organization that can see them through even the most challenging of projects. Wedded to her outstanding coordination skills, these qualities ensure that client needs are fulfilled through all phases of their projects.

Jennifer listens carefully to all parties involved in a project so that she can best coordinate their efforts for the client's benefit. The result is not only a smoothly running project, but also a highly functional facility that meets and exceeds client goals. A LEED Accredited Professional, Jennifer works to incorporate green design techniques into her projects.

SELECTED EXPERIENCE

New Construction

Sarah E. Goode STEM Academy Calmeca Academy of Fine Arts & Dual Language Brookwood Middle School Minooka 201 - New 5-6 Grade Center Minooka High School, South Campus

Life Safety

Marengo-Union Public Library

Oak Park SD97 Accessibility Renovations Oak Park SD97 Climate Controls

Addition/Renovation

CPS School Investment Program 2013
Calumet Middle School
Addison ESD 4 - Capital Planning for Eight Schools
Hinsdale Middle School
Libertyville High School Addition/Renovation
Vernon Hills High School
Gemini Junior High School
East Maine 63 Diagnostic Center
Holy Trinity Parish Hall/Gymnasium
Neuqua Valley 9th Grade Center
White Eagle Elementary School
Waubonsie Valley 9th Grade Center
John F. Kennedy Elementary School

EDUCATION

Miami University, Ohio Master of Architecture Bachelor of Environmental Design

PROFESSIONAL EXPERIENCE

STR Partners LLC (14 years)
Principal
Senior Project Manager
Steed Hammond Paul Inc.
Project Manager

PROFESSIONAL AFFILIATION

American Institute of Architects U.S. Green Building Council LEED 2.0 Accredited Professional Illinois Capital Development Board

Project Manager Training National Council of Architectural Registration Boards

REGISTRATION

Ohio, Illinois, Kansas

LECTURE/SEMINAR SPEAKER

American Institute of Architects 2014 convention Presenter, Increased Project Delivery Efficiency on Renovation Projects Utilizing BIM Strategies and Workflows Presenter, Changing Mindset and Creating Extraordinary Results Through an Integrative Design

Illinois Healthy and High-Performing Schools Symposium U. S. Green Building Council, Illinois Chapter Presenter, Spring Credential Maintenance Blitz 2013 Illinois Association of School Boards:

Presenter, 3rd Annual School Leaders Conference for

ACADEMIC EXPERIENCE

Women

Miami University, Guest Critic Northwestern University, Sustainability in Construction guest speaker



COLBY LEWIS, AIA, NCARB, CEFPI, LEED AP

Design Principal



your inspiration to create material solidity. We use beautiful and functional places to work and live. logether, we show that together your energies, As architects, we bring ideas, and values into

architecture is a social art.

STR values Colby Lewis' highly developed skills for distilling complex and extensive project abilities are rare among even the most experienced architects and STR clients are direct requirements and translating them into finely organized and fluid architecture. Colby's beneficiaries of his insight, design talent and responsiveness.

completeness, quality and accuracy. He continues to work through building construction to In addition to his design acumen, Colby offers STR clients technical expertise in construction drawings, specifications and project management. He is responsible for integrating the design and construction document processes, overseeing entire projects for technical ensure that design intent and project specifications are followed precisely.

SELECTED EXPERIENCE

New Construction

Calmeca Academy of Fine Arts & Dual Language Ashwood Park Elementary School Stephen M. Hanks Admin Center Sarah E. Goode STEM Academy White Oak Elementary School Brookwood Middle School Owen Elementary School

Addition/Renovation

Wilmette Junior High School Science Classroom Early Childhood Center, Schaumburg CCSD 54 Addition and Interior Renovation

Addison ESD 4 - Capital Planning for Eight Schools Blackhawk Elementary School renovations 2014 Renovation to Minooka Intermediate School Addition to Minooka Elementary School Minooka Junior High School Addition Minooka High School Cafetorium South Park Elementary School Johnson Elementary School Walden Elementary School Clow Elementary School lioga Elementary School Shepard Middle School Caruso Middle School

EDUCATION

Master of Architectural Science Kellogg Management Institute Illinois Institute of Technology Bachelor of Architecture Northwestern University

PROFESSIONAL EXPERIENCE

STR Partners LLC

Fujikawa Johnson & Associates, Inc. Takayama & Associates, Inc. Senior Project Architect Designer Principal

PROFESSIONAL AFFILIATIONS

National Council of Architectural Registration Boards Council of Educational Facility Planners International LEED 2.0 Accredited Professional Illinois Capital Development Board American Institute of Architects Project Manager Training U.S. Green Building Council

Plan Commission, Member

City of Evanston

REGISTRATION

Indiana

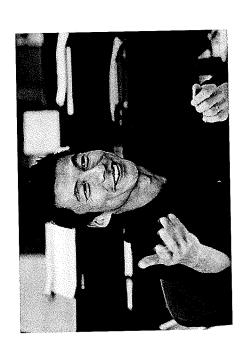
OTHER AFFILIATIONS

American Youth Soccer Organization



KEN SHIOKAWA, ASSOC. AIA

Lead Designer



I love design and the privilege that comes with it, to create memorable experiences for people using our buildings. It is truly a joy to create beautiful spaces, especially when we can use simple, natural and sustainable materials.

Ken's strength is visual communication in design. He is an expert in SketchUp and is able to quickly render ideas and explore options. His graphics clearly communicate design ideas to clients through both 3-dimensional renderings and/or 2-dimensional diagrams. Ken's keen eye for detail is a critical element to creating renderings to bring the designs to life.

With a background in woodcrafts, carpentry and construction, Ken naturally developed a sensitivity to detail and a genuine love of architecture. His finely honed appreciation for aesthetics makes him a key member of the STR team.

Ken is a true collaborator and welcomes input across all stakeholders to inform his design.

SELECTED EXPERIENCE

New Construction

Sarah E. Goode STEM Academy Calmeca Dual Academy for Language and Fine Arts Wilson Creek Elementary School Crone Middle School

Life Safety

Francis Granger Middle School

Facility Improvements and Life Safety projects at Elk Grove, John Hersey and Prospect High Schools

Addition/Renovation

Early Childhood Center, Schaumburg CCSD 54
Johnson Elementary School
Tioga Elementary School, Phase 1
Tioga Elementary School, Phase 2
Interior Renovations at Ivy Hill, Greenbrier and Olive
Mary Stiff Elementary Schools
Minooka High School renovations
Minooka CCSD 201 Athletic Fields
Minooka Jr. High School classroom addition
Cossift School Interior Renovation
Manhattan Elementary School
Pleasantdale Elementary School, Phase 1 and II

EDUCATION

University of Illinois at Chicago Master of Architecture Bachelor of Architecture

PROFESSIONAL EXPERIENCE

STR Partners LLC Senior Associate Burns + Beyerl Architects Associate Sx2 Architects Associate Associate David Woodhouse Architects

Howard Alan Architects

Associate Landmark Perservation Council of Ilinois

PROFESSIONAL AFFILIATIONS

American Institute of Architects, Associate



ERIN BURK, LEED AP

BIM/Production Manager



collaboration with staff and promotes excellent coordinated documents ability to produce welland to easily visualize concepts. It also brings efficiency to our team, design and technical **BIM enhances STR's**

and consultants alike.

documentation. With her oversight, STR is able to provide our clients with clear and concise Etin manages STR's BIM initiative, supporting the training and ongoing learning efforts of our staff, and creating a framework to ensure consistency in our documents across all projects. She assists in coordinating efforts between all disciplines to improve coordination in our project documentation. Erin has contributed to all phases of a project, and is well versed on the need to design and detail within a client's budget and schedule. Inherently a good communicator and listener, she is an asset on any project team.

SELECTED EXPERIENCE

New Construction

Minooka District 201 Pre-K and Kindergarten Center Sarah E. Goode STEM Academy Geneseo Public Library Lincoln Middle School

Life Safety

Wilmette PSD 39

2014 summer security and air-conditioning renovations Township High School District FIP/Life Safety Work Schaumburg District 54 Renovations

Addition/Renovation

llinois Math & Science Academy, Residence Halls Blackhawk Elementary School renovations 2014 Tioga Elementary School Addition, Phase 2 Tioga Elementary School Addition, Phase 1 Buffalo Grove High School Natatorium Park View Elementary School Addition CPS School Investment Program 2013 Johnson Elementary School Addition Calumet Middle School Renovation

EDUCATION

Miami University

Minor in History of Art and Architecture Bachelor of Arts in Architecture

PROFESSIONAL EXPERIENCE

Senior Associate STR Partners LLC Roth Architects Associate Intern

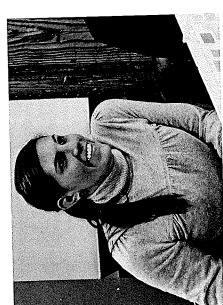
PROFESSIONAL AFFILIATIONS

LEED 2.2 Accredited Professional Illinois Capital Development Board Project Manager Training U.S. Green Building Council



MELANIE WEBER, AIA, LEED AP

Lead Project Architect



community values, social are not only innovative responsibility, and our planning, my designs client's philosophy. approach to project pleasing; they take into consideration, hrough a holistic and aesthetically sustainability,

Melanie's attention to detail and exceptional coordination abilities combine to make her a

great asset to STR projects and clients.

construction documents, ensuring the highest quality of construction. Her exacting standards and strong communication skills benefit STR clients and command the respect of all involved needs through sensitive design. She leads the charge to provide meticulous and thorough Outstanding among Melanie's strengths are her abilities to articulate and fulfill clients' in the building process.

SELECTED EXPERIENCE

New Construction

Calmeca Dual Fine Arts & Language Academy Sarah E. Goode STEM Academy Lincoln Middle School

Addition/Renovation

Illinois Math & Science Academy Residence Halls Buffalo Grove High School Natatorium Addition Burke Elementary School CPC renovation CPS School Investment Program 2013

District 214, facility improvement projects Renovation

interior Renovations at Ivy Hill, Greenbrier and Olive Johnson Elementary School Addition Mary Stitt Elementary Schools

Tioga Elementary School Addition, Phase 2 Tioga Elementary School Addition, Phase 1 Hutchinson Library

Life Safety

Oak Park SD97 Accessibility Renovations Oak Park SD97 Climate Controls

EDUCATION

Bachelor of Science in Architecture Studies University of Illinois

PROFESSIONAL EXPERIENCE

Wold Architects and Engineers Senior Associate STR Partners LLC Axia Architects Associate

PROFESSIONAL AFFILIATIONS

LEED 2.2 Accredited Professional American Institute of Architects U.S. Green Building Council

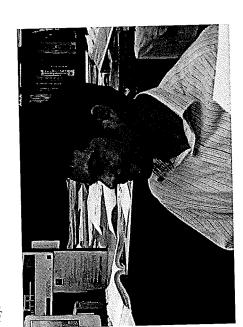
REGISTRATION

Illinois



SCOT RAMSAY, LEED AP

Project Architect



My architectural philosophy seeks a balance of art and science to achieve unity in form and function. Individuals, communities and society can only benefit from this union.

EDUCATION

University of Illinois at Chicago Bachelor of Arts, Architectural Studies Concrete Institute Fundamentals of Documentation Mechanical Contractors Association Controlling Project Labor Costs Mechanical Contractors Association Fundamentals for Project Managers I & II

PROFESSIONAL EXPERIENCE

STR Partners LLC Project Architect Senior Associate

F.J. Kerrigan Plumbing Co., Inc. Assistant Project Manager Village of Orland Park Building Maintenance Department

PROFESSIONAL AFFILIATIONS U.S. Green Building Council LEED 3.0 Accredited Professional

Through previous work experience, Scot has gained a contractor's perspective on the interaction of different disciplines and how they form a coherent and functional final product. This perspective informs decisions and provides technical expertise to the project team resulting in coordinated documentation across disciplines.

Scot brings an enthusiasm and diligence to the documentation phase as he advocates for the client's goals to be reflected in the drawings. This effort carries into the construction administration phase as he meticulously reviews submittals and shop drawings.

SELECTED EXPERIENCE

New Construction

Calmeca Academy of Fine Arts & Dual Language Minooka High School, South Campus

Addition/Renovation

Buffalo Grove High School Natatorium Bishop Blanchette Center Addison ESD 4 - Capital Planning for Eight Schools Addison ESD 4 Office Renovation Elmwood Park High School Auditorium Renovation Cossitt Elementary School Masonry Renovation Cossitt Elementary School Renovation Ogden School Classroom Addition/Renovation

Pleasantdale Elementary School - Classroom, Music,

Art and Gym Addition Pleasantdale Middle School Classroom and Dining Commons Addition

Classroom, Gym, Science lab Locker Room, Industrial Tech New Lobby

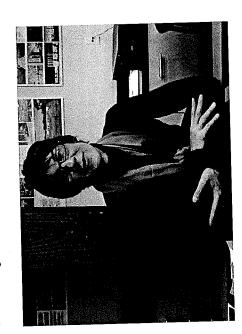
Life Safety

Libertyville HS Boiler Plant Addition District 128, secure entries District 214, Capital Plan Program 2014 District 214, Facility Improvement Program 2013 Cossitt and Ogden Elementary Schools Chair Lifts



LAURENCE DELGRANGE

Interior Designer



create spaces that people will feel comfortable in clients and architects to and that heighten their materials and colors to work with all types of enjoy working with enhance architecture. My passion is to experience.

EDUCATION

Diploma of Superior Technician in Interior Architecture Ecole Boulle School of Art, France Diploma in Arts & Crafts

PROFESSIONAL EXPERIENCE

STR Partners

Senior Interior Designer Interior Designer Kanvas Interiors

Atelier Architecture Interieure Interior Designer

> space planning and furniture layout as well as meeting difficult schedules and budgets while Laurence enhances STR's architecture with exciting interior space design. She is responsible for integrating the overall design intent with every surface in the project including material, furnishing, and color selection. With her past experience, she also brings an expertise to providing multiple options for final selection.

environments for national and international clients in the United States, United Kingdom and Laurence has broad design experience including educational, institutional, and corporate France.

SELECTED EXPERIENCE

Addition/Renovation

Kildeer Countryside CCSD 96, district-wide 21st Century Oak Park SD97, District Administration offices Learning environmental enhancements CCSD15 Life Safety Renovations Minooka High Schol Cafetorium

New Construction

South Park Elementary School Schlesinger Associates White Oak Elementary School

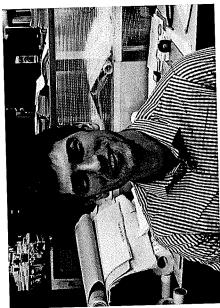
With Prior Firms

Great Ormond Street Children Charity renovation of Suntory office and conference areas renovation corporate, boardroom and donor areas Pension Corporation corporate offices Carnegie, corporate office renovation Bird & Bird, law firm corporate offices SAB Miller corporate offices Norbain corporate offices Gores corporate offices

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JULIEN JAWORSKI, LEED AP BD+C

Field Observer



our approach to design, to, and pragmatic with, experience making me increasingly sensitive construction sites and documentation and become reality. My always a learning to see our designs field experience is enjoy being on construction.

with the office for continued improvement. When not in the field, Julien meticulously reviews observation. He brings a decade of field experience to STR and exhibits a dedicated review of construction activities. A natural collaborator, Julien shares lessons learned in the field project documentation for quality assurance, providing full-circle benefit to STR projects. Julien's strong technical skills and keen eye for accuracy are critical to effective field

industrial facilities and municipal buildings, all of which required critical attention to detail and Julien's project experience includes higher education facilities, hospitals, corporate offices, specific programmatic requirements.

SELECTED EXPERIENCE

Addition/Renovation

Wilmette PSD 39, summer security and air-conditioning Early Childhood Center, Schaumburg CCSD 54 Schaumburg CCSD 54, 2014 summer work

Illinois Math & Science Academy Residence Halls Renovation projects

With Prior Firms

Ceramics School Addition and Renovation, SUNY Alfred The Lunder Building, Massachusetts General Hospital; University of Botswana-Maun, Campus Master Plan Arts Building, Suffolk University

Burn Unit Renovation, Massachusetts General Hospital New York Presbyterian Hospital, entry sequence LEED Gold new building renovation

Massachusetts Bay Transportation Authority Blue Line Goldman Sachs office tower, Jersey City, NJ WaveRock Tower Head House

EDUCATION

Bachelor of Arts in Architecture Bachelor of Architecture Rice University

PROFESSIONAL EXPERIENCE

STR Partners LLC

Project Manager, Field Operations Project Manager Fisher Architecture

Designer/Field Representative Pei Cobb Freed & Partners

Designer

PROFESSIONAL AFFILIATIONS

LEED 3.0 Accredited Professional, Building Design and Illinois Capital Development Board Project Manager Training Construction Specialty US Green Building Council

ACADEMIC EXPERIENCE

Boston Architectural College, Guest Critic Carnegie Mellon University, Guest Critic University of Pittsburgh, Guest Critic Chatham University, Guest Critic





URBANWORKS PATRICIA SALDAÑA NATKE AIA PRINCIPAL

Patricia, a founding Principal of UrbanWorks, has professional architecture experience encompassing both the public and private sectors. As President, she oversees design excellence for every project. Her extraordinary record of public service imbues the firm with a strong civic ethic. UrbanWorks was a member of the New Construction Managing Architect Team for Chicago Public School's Capital Improvement Program. Pat led the programming and design implementation of new elementary schools, additions and ancillary building totaling to-date over \$350 million. The scope of her experience extends into management of our Chicago Park District projects and successfully administering over \$150 million in public schools renovations projects for CPS' Major Capital Renovations Program.

Pat's leadership and emphasis on design excellence, and commitment to encouraging diversity within the design profession is evident in her many profession-related activities and honors. She promotes and encourages women in architecture with CWA, National AIA Diversity Committee. She previously taught in the Graduate Architecture Program at the University of Illinois Chicago and currently teaches at the Illinois Institute of Technology. She lectured for the AIA National Conference, AIA Professional Development Conferences, Lewis University, Illinois Institute of Technology, DePaul University, and The University of Chicago. She was also a faculty member at Archeworks — an interdisciplinary design school.

Patricia's background includes winning competition entries and honors for her design work, as reflected by the firms AIA Awards for the City of Chicago Olympic Bid Master planning and the AIA Award for the Green Corridor for the City of Gary Indiana. She was selected to represent the City of Chicago at International Expo in Osaka, Japan. Pat recently lectured and traveled extensively in Brazil as a recipient of a Partners of the Americas Architecture Travel Grant.

length of service @ UW

20 years, Founding Partner

education

Bachelor of Science, Architectural Studies, University of Illinois - Urbana/Champaign

registration

Registered Architect in Illinois

Illinois Registered Energy Professional (Chicago)

professional affiliations

American Institute of Architects (AIA), member, chaired National AIA Diversity Committee 2003 Chicago Women in Architecture (CWA), member, Past President, Past WBE Committee Chair HACIA, Member, Sustainability Committee Member

HACIA, Member, Sustainability Committee Member Chicago Public Education Fund, Leadership Council

University of Illinois at Chicago School of Architecture, Past Advisory Board

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Southwest Area Elementary School

professional affiliations continued

Partners of the Americas Board Member, Past President

Arquitectos, Member

Center for Neighborhood Technology, Board Member, Developer Committee Chair

select honors & awards

HACIA's Firm of the Year Award, 2002

UNO Veteran's Memorial Charter School, HACIA's 2009 Project of the Year

AIA Chicago Urban Design Award for Excellence in Architecture, Honor Award 2009

Dreihaus Architectural Excellence in Community Design, 1st place 2010

Chicago Building Congress Merit Award for Rehab Construction, 1st place 2010

Design Evanston Planning Award, Evanston Lakefront, 2010 Design Evanston Residential Award, Automobile Container, 2010

Chicago Architecture Foundation, Patron of the Year Nomination, Buckingham Fountain, 2011

UNO Veterans Memorial Charter School, ALA Merit Award, 2011 AIA Chicago Distinguished Building Award, Citation of Merit, 2011 ALA Merit Award, Park Boulevard, Mixed Income Housing, 2011

AIA Chicago Regional & Urban Design Award, Citation of Merit, Groundplanes for Gary, 2011

AIA Chicago Small Projects Honor Award, Automobile Container, 2011 Dreihaus Architectural Excellence in Community Design, 1st place 2013

selected projects

LaCasa Student Dormitory

UNO Galewood Charter School – LEED for Schools – Silver Certification

Cook County Department of Women's Justice Services Center

UNO Veteran's Memorial Charter School – LEED for New Construction – Gold Certification

18th & Peoria Master Plan and Mixed-Use Development Stateway Gardens Redevelopment for Stateway Associates

O'Hare T6 World Gateway Project for the Department of Aviation (with DeStefano + Partners)

Pullman Factory Site Restoration for the City of Chicago, Landmarks Division

"Design on the Edge: Chicago Architects Reimagine Neighborhoods" - Pilsen Textile Incubator &

Multi-Modal Transport, September 2011 - March 2012 at the Chicago Architecture Foundation

University of Chicago

Gerald Ratner Athletics Center (POE)

Crear Library Services Enhancement

Swift Hall Study Room Renovation

South Campus Residence Hall Owner's Representative

Office of Minority Cultural Affairs (5710 Student Center)

Chicago Public Schools Managing Architect Team for New Construction

Prussing Elementary School

William C. Goudy Elementary School

Schmid School

AOR Agreement - STR Partners Boothside Occupational Academy

Walter H. Dyett Academic Center

Region 4 Administrative Offices

Kilmar Office Planning

Jesse Spaulding High School

Nathaniel Green Elementary School

Jane Adams Elementary School

Walter S. Christopher Elementary School

Eugene Field Elementary School Southwest Area Elementary School

Kinzie-Kennedy Schools

Jacques Marquette Elementary School

Chicago Military Academy - Bronzeville Genevieve Melody Elementary School

Marie Curie Metropolitan High School

Wolfgang A. Mozart Elementary School Whitney Young Magnet High School

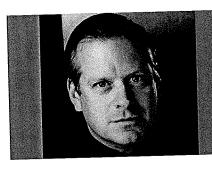
Little Village Academy

Salmon P. Chase Elementary School

Paul Cuffe Elementary School

Benito Juarez High School Performing Arts Center

Neal F. Simeon Vocational High School Page 59 of 118 Harriet Beecher Stowe Elementary Schrozo28



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)

Southwest Alea Elementary School
ADR Agreement - STR Partner Nited States Green Building Council (USGBC) Southwest Area Elementary School

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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 Sigma Alpha Epsilon Mechanical Upgrades Sigma Alpha Epsilon Lift Installation Searle Building* Arthur Robloff Building

Morton Hall Tarry Hall* Abbott Hall* Kresge Hall*
Hogan Building*
Technology Institute*
Music Administration Building*
Robert McCormick Hall*
Levy Mayer Hall*
Montgomery Ward Building*

University of Chicago

Landahl Center for Linguistic Studies
Swift Hall Student Lounge Renovation
Mast Laboratory for Brain Research
Cummings MRI Study
Surgery Brain Suite J653 Renovation
Echo-Cardiogram Medical Department Renovation
Gordon Center for Integrative Science*
DCAM*
Medical Center Masterplanning*

Anatomy*
Zoology*
Culver*
Erman*
Cummings*
Kovler*
BSLC / Knapp Center*
Comer Children's Hospital*

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

Garvy Elementary School Addition

Carver Elementary School / Altgeld Library

Marvin Camras Elementary ADA Renovation Carver Middle School Renovation Prussing School Electrical Upgrades



URBANWORKS MARIA PELLOT AIA, LEED AP BD+C

Maria offers eighteen years of extensive experience to UrbanWorks in delivering community based facilities to public agency clients. She is skillful in developing low cost, innovative design solutions for clients with limited construction budgets through effective detailing and careful material selections.

Maria's recent contributions at UrbanWorks include serving as Project Architect / Project Manager for UNO Veteran's Memorial Campus, an adaptive reuse LEED Gold target project where two Elementary Schools and one High School coexist within a 180,000 SF industrial building. She is currently serving as Project Manager for an addition to Garvy Elementary School, a Chicago Public School, which nearly doubles the capacity of this overcrowded facility. She is familiar with all aspects of the design process from programming to preparation of documents through shop drawing review and construction administration. In addition, she is skilled in team-building and consultant coordination.

Her professional career is peppered with professional development pursuits and volunteerism. She has donated her time and design skills to the Peace Corps, Habitat for Humanity, CANstruction, VAMOS, and the Box City program, among others. She founded an independent student publication while at the University of South Florida. She also participated in numerous design charettes dedicated to improving the physical aspects of communities and municipal districts. Maria has strong interests in the areas of sustainability and urban planning.

Maria works with our younger, non-licensed staff members to guide them toward licensure, sometimes serving as mentor to young professionals involved in the Intern Development Program. She has also served as Thesis Advisor and guest jury to students at Columbia College. She has great interest in environmental architecture and utilizes her LEED knowledge on all projects in which she is involved. At UrbanWorks, while Maria has been recently engaged in urban scale planning and educational assignments, she often gets involved in the design, management and / or construction coordination of other projects within the office.

length of service

10 years

education

University of South Florida School of Architecture + Community Design, Master of Architecture Florida International University College of Engineering and Design, Bachelor of Science in

Page 62 of 118 PS2028 registration

Registered Architect in Illinois LEEDTM Accredited Professional

professional affiliations

United States Green Building Council, Firm Member American Institute of Architects, Member Chicago Women in Architecture, Member

Arquitectos, Member

honors & awards

2009 HACIA Project of the Year Award for UNO Veterans Memorial Campus

2010 Richard H. Driehaus Foundation Award for Architectural Excellence in Community Design,

First Place, for UNO Veterans Memorial Campus

2011 Chicago Building Congress Merit Award for Rehab Construction, First Place, UNO Veterans

Memorial Campus

2011 AIA Chicago Distinguished Building Award, Citation of Merit, UNO Veterans Memorial School

Campus

selected projects

Revitalization of the Julia C. Lathrop Homes Master Plan

UNO Natchez Elementary School UNO Veterans Memorial Campus

Garvy Elementary School

Chicago Public Library, Avalon Branch

Park Boulevard / Stateway Gardens Transformation Housing Westhaven Park / Henry Horner Redevelopment Phase II

Harold Washington Masterplannig



URBANWORKS

AMEERA ASHRAF-O'NEIL ASSOCIATE AIA, NOMA

PROJECT COORDINATOR

Ameera offers fourteen years of experience to UrbanWorks from her professional career. Ameera has concurrently managed twenty+ projects in various stages while employed with the State of Illinois Capital Development Board on State owned facilities. She coordinated and monitored projects from facility request for services to final acceptance/close-out of projects. Lead project meetings, conducted construction site visits, and mediated disputes between the end user, the contractor and the Architect. She provided construction project administration, conducted construction project meetings and site observations, and updated AutoCAD drawings for Chicago Public Elementary School addition. Ameera was Program Director at a private college and was responsibility for the day to day management of Computer Aided Drafting and Interior Design instructors and hundreds of students in the computer aided drafting and interior design programs. Her responsibilities included administration meeting, recruiting talented instructors, instructing classes, reviewing drawings, creating and/or finding "real world" projects for students learning, publishing course curricula, and moderating several Program Advisory Committee meetings.

Outside the office Ameera is active in professional development pursuits. She is a member of the National Organization of Minority Architects (NOMA) and serves as the National Treasurer. She served as 2003 conference entertainment chair for NOMA. Ameera accepted the Associate Director for Illinois soon after her membership in the American Institute of Architects. She is also a member of the Chicago Women in Architecture. Ameera has participated as a panel member at NOMA Conference in a session titled "Structural Inequality" with Victoria Kaplan author the book with the same title. Ameera has facilitated several monthly general body meetings for the Illinois Chapter of NOMA and represented architects of Illinois during Political Action Days in Washington D.C and Springfield, Illinois.

At UrbanWorks, Ltd., Ameera began her career as a consultant to the City of Chicago Department of Buildings Permits Section. She reviewed small residential and large commercial projects for code compliance and permitted subsequent documents. She provided superior customer service to professionals and general public and received several commendations from clients on her customer service.

length of service @ UW

AOR Agreement - STR Partners LLC

8 years

education

Bachelor of Architecture, College of Architecture, Illinois Institute of Technology

Associates in Liberal Arts, City College of Chicago, Harold Washington Southwest Area Elementary School

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professional affiliations

American Institute of Architects, Associate Member 2007-present National Organization of Minority Architects, Treasurer 2010-present National Organization of Minority Architects, Parliamentarian, 2004-09;

Membership Chair, 2002-07

Cabrini Planning- CHA

Chicago Women in Architecture, member 2005-present

American Institute of Architects, Associate Director for AIA Illinois, 2008-2009

honors & awards

Moderator for panel discussion: "Structural Inequality"

selected projects

UNO Veteran's Memorial Campus - LEEDTM for New Construction
Cook County Women's Justice Services Center Design and FF&E
University of Chicago ECHO Cardiac Imaging Renovation
TRP La Casa Dormitories
ADA Transition Plan for Buffalo Grove Park District
CPS ADA Renovations for Carver Middle School
Professional Accessibility Consulting Services – CHA
Carver Middle School ADA Renovations - CPS
Carver Primary School - Library Addition - CPS/CPL
Catholic Charities - All Saints Residence



URBANWORKS ERICK ROLDAN ALA, NCARB

PROJECT ARCHITECT

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

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honors & awards

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

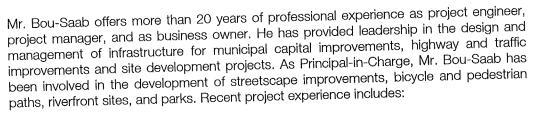
selected projects

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



Executive Vice President / Principal-in-Charge



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 threestory 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.

ORR HIGH SCHOOL / Chicago, Illinois / Principal engineer for the site associated with 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.

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.



FDUCATION

Master of Science in Construction Management, Marquette University, Milwaukee, WI, 1986

Bachelor of Science in Civil Engineering, Marquette, WI, 1984

LICENSES / CERTIFICATES Professional Engineer, IL, 1992 Professional Engineer, WI, 1992

PROFESSIONAL AFFILIATIONS

Facilities Committee of the Board of Education, District 97, Village of Oak Park, Chairman

Technology Subcommittee of IDOT/American Council of Engineering Companies, Region 1, Chairman

The Science Advisory Committee, Carthage College, Wisconsin, Member

Peoria Sustainability Commission, Member

American Public Works Association, Member

American Society of Civil Engineering, Member Innovative Conference on Asphalt and Transportation, Committee Member

Citizen Council of Oak Park River Forest High School, Member



DANIELLE KOWALEWSKI

Site Development Department Manager



EDUCATION
Bachelor of Architecture,
Illinois Institute of Technology, IL,
2004

Minor in Computer Aided Design, Illinois Institute of Technology, IL, 2004 Ms. Kowalewski has been involved in the planning, design, and permitting of various site development projects throughout the Chicagoland area. Early in her career, she worked at Engineering Ministries International (EMI) as a designer and draftsman for various institutional projects, including a hospital in Nigeria and a church in Tanzania. She later performed technical research and produced design renderings at BlueWork Design. Since joining Terra Engineering, Ltd. in 2004, major projects include:

JUAREZ HIGH SCHOOL ADDITION & SOCCER FIELD / Chicago, Illinois / Project Manager / 2010 / 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. Stormwater 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.

POWELL ELEMENTARY SCHOOL / Chicago, Illinois / Project Manager / 2012 Site design and project management for the elementary school. Project was managed by the Public Building Commission of Chicago on behalf of Chicago Public Schools. Project included two phases of design and construction – site preparation of soils for environmental and geotechnical remediation and site engineering design. Site program includes pedestrian pathways, lawn areas, and a 25 stall, permeable paver parking lot. This project boasts zero discharge of storm water to the City sewer, up to the 100-year rain event. This project was awarded the 2012 Merit Award for Waste and Stormwater from ACEC Illinois Chapter.

BRIGHTON PARK ELEMENTARY SCHOOL / Chicago, Illinois / Site design and project management for this three-acre site. Civil works include cut and fill plans for site preparation, grading and drainage to a large, underground French drain, and engineering of two new adjacent City streets. Permitting through the Department of Water Management Stormwater Reviewers also accomplished.

EDISON PARK ELEMENTARY SCHOOL ANNEX / Chicago, Illinois / Provided project oversight and shared project management for the two-story annex to this Chicago Public School located on North Olcott Avenue, project managed by the Public Building Commission of Chicago. Site work includes stormwater management which is accommodated through a permeable paver parking lot and a playground for students. Site work extended west to include relocation of a baseball field.

LAWNDALE ELEMENTARY SCHOOL / Chicago, Illinois / Project Overseer / 2011 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.

FIRE STATION 16 / Chicago, Illinois / Project Manager / 2012 Provided civil engineering services associated with the new Chicago Fire Station, project managed by the Public Building Commission of Greater Chicago. Scope included site preparation services to accommodate environmental and geotechnical earthwork, cut/fill analysis and site engineering services such as stormwater management and utility coordination. Project was aesthetically designed as a campus with the neighboring Little Village Library.



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EDUCATION Bachelor of Architecture, Illinois Institute of Technology, IL, 2004

Minor in Computer Aided Design, Illinois Institute of Technology, IL, 2004

DANIELLE KOWALEWSKI

Site Development Department Manager

LITTLE VILLAGE LIBRARY / Chicago, Illinois / Project Manager / 2012 Provided civil engineering services associated with the new Chicago Public Library, project managed by the Public Building Commission of Greater Chicago. Scope included site preparation services to accommodate environmental and geotechnical earthwork, cut/fill analysis and site engineering services such as stormwater management and utility coordination.

JONES HIGH SCHOOL / Chicago, Illinois / Provided project oversight and shared project management for the proposed eight-story high school in the south loop. The project aims to be a LEED and sustainable model for the south loop and is currently charted to be a LEED Platinum building in the design phase. The adjacent alley is being installed a green alley and will serve as a detention component to the school.

CPS MODULAR CLASSROOMS / Chicago, Illinois / Project Overseer / 2013

NOBLE BULLS ELEMENTARY SCHOOL / Chicago, Illinois / Project Overseer / 2013

NOBLE UIC ELEMENTARY SCHOOL / Chicago, Illinois / Project Overseer / 2013

LAWRENCE ELEMENTARY SCHOOL / Chicago, Illinois / Project Overseer / 2013

MAYO ELEMENTARY SCHOOL / Chicago, Illinois / Project Overseer / 2013

PENN ELEMENTARY SCHOOL / Chicago, Illinois / Project Overseer / 2014

O'TOOLE ELEMENTARY SCHOOL PLAY AREA / Chicago, Illinois / Project Overseer / 2014

CASTELLANOS ELEMENTARY SCHOOL PLAY AREA / Chicago, Illinois / Project Overseer / 2014

AMES MIDDLE SCHOOL / Chicago, Illinois / Project Overseer / 2014

WALTER PAYTON ELEMENTARY SCHOOL ANNEX / Chicago, Illinois / Project Overseer / 2015

ORIOLE PARK ELEMENTARY SCHOOL ANNEX/ Chicago, Illinois / Project Overseer / 2015

EDISON PARK ELEMENTARY SCHOOL ANNEX/ Chicago, Illinois / Project Overseer / 2014





EDUCATION Bachelor of Science in Civil Engineering, University of Notre Dame, IN, 2005

LICENSES / CERTIFICATES Professional Engineer, IL, 2010

Leadership in Energy and Environmental Design Accredited Professional (LEED AP), 2010

PROFESSIONAL AFFILIATIONS American Society of Civil Engineers, Member

USGBC, Chicago Chapter, Member

Emerging Green Builders, USGBC, Chicago Chapter, Member

Irish Engineers and Contractors Association

University of Notre Dame CREATE - Chicago Networking in Construction and Real Estate

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

JONES HIGH SCHOOL / Chicago, Illinois / Civil Engineering Project Manager / The project aims to be a LEED and sustainable model for the south loop and is currently charted to be a LEED Platinum building in the design phase. The project will include water re-use for irrigation and flushing toilets. The adjacent alley is being installed a green alley and will serve as a detention component to the school.

GARVY ELEMENTARY SCHOOL / Chicago, Illinois / Site design, stormwater management and permitting for a LEED accredited building addition to the school. Goal of the project was to increase capacity for the school, while performing construction activities in a timely manner, sensitive to the student curriculum. Detailed phasing plans were prepared for relocation of existing modular so the school year would not be disrupted.

SAUGANASH ELEMENTARY SCHOOL / Chicago, Illinois / Site design, stormwater management and permitting for a LEED certified building addition to the school. The design incorporated permeable pavement parking lot, bio-swales, and vegetated filter strips as a best stormwater management plan. The site will reduce its stormwater impact to the City of Chicago while improving the quality of water being discharged.

OGDEN ELEMENTARY REPLACEMENT SCHOOL / Chicago, Illinois / Site design for the new Chicago Public School, located in River North. The site was a lot to lot building, with an underground parking garage. Site Improvements included sidewalks, entryway permeable paver plaza with detention storage and sunken driveway design.

UNO CHARTER HIGH SCHOOL / Chicago, Illinois / Civil Engineering Project Manager / The project included a new high school building with open courtyard design and asphalt parking lot on property where an existing UNO grade school exists. The project also developed an artificial turf field and reconstruction of S. St. Louis Avenue as part of the project.

INTRINSIC CHARTER SCHOOL / Chicago, Illinois / Site design, stormwater management and permitting for a renovation of existing building to introduce the new charter school to the Chicagoland area. Site development included design of permeable paver drop-off lane, artificial turf field, teacher parking lot and open courtyard that incorporates learning spaces into the site work.

OGELSBY ARTIFICIAL TURF FIELD / Chicago, Illinois / Civil Engineering Project Manager / Provided civil engineering design services for an artificial turf field design to handle the site's stormwater runoff in the field's aggregate base. A new ADA accessible entryway was provided at the main entryway to the school.

BELL ELEMENTARY SCHOOL ARTIFICIAL TURF FIELD / Chicago, Illinois / Civil Engineering Project Manager / The project included removal of an asphalt play lot to provide an artificial turf field with underground stormwater detention to minimize new sewer infrastructure on site. The project met a demanding design and construction schedule so not to affect the upcoming school year.

CASETELLANOS ELEMENTARY SCHOOL PLAY LOT / Chicago, Illinois / Civil Engineering Project Manager / The project included removal of an asphalt play lot to provide the school with an artificial turf field, running track, basketball courts and an outdoor classroom.



TERRA KELLY MILLS, PE, LEED AP BD+C

Senior Project Engineer



EDUCATION

Bachelor of Science in Civil
Engineering, University of
Notre Dame, IN, 2005

LICENSES / CERTIFICATES Professional Engineer, IL, 2010

Leadership in Energy and Environmental Design Accredited Professional (LEED AP), 2010

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers,

Member

USGBC, Chicago Chapter, Member

Emerging Green Builders, USGBC, Chicago Chapter, Member

Irish Engineers and Contractors Association

University of Notre Dame CREATE

- Chicago Networking in

Construction and Real Estate

BROWN ELEMENTARY SCHOOL / Chicago, Illinois / Civil Engineering Project Manager / The project included a revised parking lot layout to efficiently site the parking away from the new rubber surface playground for the schools. All entrances to the schools were updates with ADA accessible ramps or staircases with areas of rescue.

LAFAYETTE ELEMENTARY SCHOOL / Chicago, Illinois / Civil Engineering Project Manager / The project included relocation of site utilities to accommodate the new building footprint of the elevator addition. Additionally, sewers were replaced and/or repaired based upon the results of sewer televising results.

WELLINGTON ELEMENTARY SCHOOL / Chicago, Illinois / Civil Engineering Project Manager / Engineered the layout and drainage of permeable paver parking lot, permeable play lot and concrete walks to accommodate pedestrian traffic to the renovated school.

LAWNDALE ELEMENTARY PAVER PLAZA / Chicago, Illinois / Civil Engineering Project Manager / Provide design of a permeable paver plaza constructed within the footprint of a demolished building with stormwater management within the plaza's aggregate base. The plaza was design to be enclosed landscape planters to provide the school a sense of safety and security in a cost efficient way.

MOUNT VERNON ELEMENTARY SCHOOL / Chicago, Illinois / Civil Engineering Project Manager / The project included a new asphalt parking lot with underground detention vault.



Project Engineer

EDUCATION

Master of Engineering in Civil Engineering, University of Louisville, KY, 2010

Bachelor of Science in Civil Engineering, University of Louisville, KY, 2010

LICENSES / CERTIFICATES Professional Engineer, IL, 2013

PROFESSIONAL AFFILIATIONS American Society of Civil Engineers, Member

Ms. Carrillo's responsibilities include calculations related to stormwater management, design of storm sewers site, utility design, production of construction documents, permitting and construction observation. Site development projects include planning, design, and production of construction documents for sites such as commercial developments, schools, office, industrial parks and residential. Recent project experience includes:

UNO HIGH SCHOOL / Chicago, Illinois / Project Engineer / Site design, stormwater management, and permitting for a 35,000 SF LEED Certified high school on the city's southwest side. The almost three acre site includes sidewalk around the building, in the courtyard, and leading to a small asphalt parking lot in the back. TERRA designed an extension of South St. Louis Avenue north to the school which required coordination between the design teams. Stormwater detention was designed to include a future site south of the school and an oversized concrete detention tank was provided with a stub for future connection. Construction services were also provided including site observations during civil design installations and RFI coordination with the design team.

HANSON PARK SCHOOL / Chicago, Illinois / Project Engineer / Provided site design, stormwater management, and permitting at Hanson Park School northwest of Chicago. The parking lot was seal coated and restriped for efficiency and to meet landscape, zoning, and ADA requirements. TERRA also provided landscape services to provide a play area An aggregate trench was installed to meet DWM's with underground detention. requirements and to increase drainage of the site.

LEWIS ELEMENTARY / Chicago, Illinois / Project Engineer / Provided improvements to parking area to meet ADA and landscape requirements.

NOBLE BULLS / Chicago, Illinois / Project Engineer / Stormwater management was provided to alleviate drainage and flooding problems at this school on the west side of Chicago. The project included replacing

OGLESBY ELEMENTARY SCHOOL / Chicago, Illinois / Project Engineer / Provided site design, stormwater management, and permitting for an artificial turf field at Oglesby Elementary School south of Chicago. The turf field stored the stormwater detention required by the city in an aggregate subbase. Sidewalk pavement and concrete steps at the main entrance were replaced to provide an ADA accessible entry. Construction services were provided for the project including site observation during installation, review of project submittals, and design team coordination to review RFIs.

NOBLE UIC / Chicago, Illinois / Project Engineer / Improved drainage by replacing stormwater utilities to efficiently drain lightwell to city sewer.

MOUNT VERNON ELEMENTARY SCHOOL / Chicago, Illinois / Project Engineer / The project included a new asphalt parking lot with underground detention vault.

MILES DAVIS / Chicago, Illinois / Project Engineer / Provided demolition and stormwater management of site for future development.

LAWNDALE ELEMENTARY PAVER PLAZA / Chicago, Illinois / Project Engineer / Provide design of a permeable paver plaza constructed within the footprint of a demolished building with stormwater management within the plaza's aggregate base. The plaza was designed to be enclosed with landscape planters to provide the school a sense of safety and security in a cost efficient way.

JONES HIGH SCHOOL / Chicago, Illinois / Project Engineer / Site design, stormwater management and permitting for an eight-story high school in the South Loop. The project



EDUCATION

Master of Engineering in Civil Engineering, University of Louisville, KY, 2010

Bachelor of Science in Civil Engineering, University of Louisville, KY, 2010

LICENSES / CERTIFICATES Professional Engineer, IL, 2013

PROFESSIONAL AFFILIATIONS American Society of Civil Engineers, Member

aims to be a LEED and sustainable model for the South Loop and is currently charted to be a LEED Platinum building in the design phase. A green alley was installed at the west end of the building to serve as a detention component to Jones High School.

INTRINSIC CHARTER SCHOOL / Chicago, Illinois / Project Engineer / Site design, stormwater management, and permitting for a two-story charter school on the northwest side of Chicago. The project incorporates installation of a permeable paver drop off, artificial turf field, and asphalt parking lot. A pedestrian plaza at the school's entryway was detailed to be a learning space for the school and gathering space for after school activities.

ROWE CLARK GYMNASIUM / Chicago, Illinois / Project Engineer / Site design, stormwater management and permitting for a LEED certified building addition to Rowe Clark Math and Science Academy. The design incorporated a permeable pavement parking lot, and filter strips as a best stormwater management plan. The site will reduce its stormwater impact to the city of Chicago while improving the quality of water being discharged.

FIRE COMPANY 16 / Chicago, Illinois / Project Engineer / Site preparation, site design, stormwater management, and permitting for a new fire station on the south side of Chicago. The project included rain water re-use for irrigation and flushing toilets. A permeable pavement parking lot and several infiltration trenches were incorporated in the best stormwater management plan. The site preparation included removing concrete foundations, USTs, and some wall foundations.

CHINATOWN BRANCH LIBRARY / Chicago, Illinois / Project Engineer / Provided project management, site design, stormwater management, and permitting for a new library on the south side of Chicago. The design included extensive coordination with the design team and CDOT to meet the future realignment of the adjacent street. The site required a stormwater permit from the city and permeable pavers were utilized to meet the stormwater requirements for the 100-YR storm. The library is aiming for LEED Platinum Certification and coordination is required to achieve the credits required. Construction Administration will be provided by TERRA once ground is broken.



Sachin Anand, P.E., LEED AP BD+C

Education

Master of Science, Mechanical Engineering, Oklahoma State University, 1996

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

Professional Affiliations

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

Adjunct Professor, College of Architecture, Illinois Institute of Technology

Registration & Certification

LEED Accredited Professional

Registered Professional Engineer Illinois

Email

sanand@dbhms.com



Principal-in-Charge / Senior Mechanical Engineer

Sachin Anand, Principal at dbHMS, brings over 15 years of diversified design, commissioning, and management experience to the field of engineering, uniting artistry and analytics into a unique approach based upon the client's needs. He runs his team with uncompromising quality checks at each design phase and strives to maintain the clients goals with creative design solutions.

Alongside his responsibilities at dbHMS Sachin is an Adjunct Professor at Illinois Institute of Technology College of Architecture and frequently presents on topics of sustainability such as, ASHRAE 90.1, Energy Conservation Codes, Energy Modeling, LEED, Integrated Design, to multitude of audiences. Sachin is a LEED accredited professional and several of his award winning projects have been featured in national and local publications including the Chicago Tribune.

Selected Project Experience

Education Sarah E. Goode STEM Academy □ CPS □ Chicago, IL (LEED Platinum)

Ogden Elementary School □ CPS □ Chicago, IL (LEED Gold) Erie Elementary Charter School | CPS | Chicago, IL (LEED Silver) School Investment Program 2013 ☐ CPS ☐ Chicago, IL UNO Charter School ☐ Chicago, IL (LEED Gold) Akiba Schecter Day School DChicago, IL Clarendon Hills Middle School

Clarendon Hills, IL Christ the King Jesuit College Preparatory School ☐ Chicago, IL University of Chicago, Neubauer Family Collegium for Cultural Society □ Chicago, IL University of Chicago, Axelrod □ Chicago, IL University of Chicago, Chicago Theological Seminary

Chicago, IL (LEED Gold) University of Chicago, Becker Friedman Institute

Chicago, IL (LEED Gold) Joliet Junior College Facility Building □ Joliet, IL (LEED Gold) Joliet Junior College Greenhouse □ Joliet, IL (LEED Silver) Joliet Junior College Campus Center □ Joliet, IL (LEED Gold) Columbia College Media Center

Video and Sound Stages

Chicago, IL (LEED Gold) Sherwood Elementary School □ HVAC Upgrades □ Chicago, IL Shure Technical Center □ Acoustical Research Facility □ Niles, IL Shure Critical Learning Center □ Recording Studio □ Niles, IL Northwestern University Library □ Multiple Projects □ Evanston, IL University of Illinois Chicago Daley Library □ Chicago, IL

Institutional

Chicago Botanic Garden Children's Learning Center Building □ Chicago, IL Morton Arboretum Visitor's Center □ Visitor Center and Café □ Lisle, IL Shellbourne Conference Center Expansion □ Valparaiso, IN Chicago Christian Industrial League

Mixed-Use Development

Chicago, IL Chicago Temple □ High-Rise Infrastructure Replacement □ Chicago, IL Science Storms Exhibit □ Museum of Science and Industry □ Chicago, IL Blue Planet Red Planet Exhibit □ Museum of Science and Industry □ Chicago, IL e-Suites Remodeling □ Museum of Science of Industry □ Chicago, IL Yellow Mezzanine Offices ☐ Museum of Science of Industry ☐ Chicago, IL West Pavilion HVAC Upgrade □ Museum of Science and Industry □ Chicago, IL Blue Wall Center

Nature Center

Cleveland , SC (LEED Platinum) Main and Osage ☐ Mixed-Use ☐ Normal, IL (LEED Silver) Gary Comer Youth Center | Mixed-Use Community Center | Chicago, IL (LEED Silver)



Yogesh Maniar, P.E.

Education

Bachelor of Science □ Electrical Engineering L.D. College of Engineering, Gujarat, India, 1980

Registration & Certification

Registered Professional Engineer, NY

Email

ymaniar@dbhms.com



Senior Electrical Engineer

Yogesh Maniar has more than 25 years of experience in design of conventional and specialized electrical systems. He specializes in Health Care, Institutional, Industrial, Commercial and Transportation facilities. Special expertise in planning and design of normal and emergency power distribution systems, lighting, Communication Systems (i.e. Fire Alarm, Security systems, Tele/Data, Nurse Call).

Additionally, Yogesh is well versed in Estimating, Field Survey, Inspection of Electrical Installation, Report and Specification Writing and Construction Administration.

Selected Project Experience

F	du	c	at	i	n	n

Marquette Elementary School □ CPS □ Chicago, IL School Investment Program 2013

CPS

Chicago, IL Nathan Hale Elementary School □CPS □Chicago, IL Erie Elementary Charter School GCPS GChicago, IL (LEED Silver) Air Force Academy CPS Chicago, IL Instituto Health and Science Academy - Chicago, IL (LEED Silver) Earlham College Arts Building - Richmond, IN University of Chicago, Admin Portal □ Chicago, IL University of Chicago, Neubauer Family Collegium for Cultural Society

Chicago, IL University of Chicago, Axelrod □ Chicago, IL University of Chicago, Center for Gender and Race □ Chicago, IL University of Chicago, Becker Friedman Institute - Chicago, IL (LEED Gold)

Institutional

Albany Park Library □ Chicago, IL City of Evanston, HVAC Improvement Projects

Evanston, IL Marquette Park, Indiana Public Park □ Gary, IN

Healthcare

Erie Family Health □ Chicago, IL University of Chicago Medical Center Brain Surgery

Chicago, IL University of Chicago Hospital - Chicago, IL Jesse Brown VA Hospital - Chicago, IL Danville VA Hospital - Chicago ,IL Alexian Brothers - Elk Grove Village, IL Calumet Surgery Center - Munster, IN La Grange Hospital - La Grange, IL St. Michael's Medical Center - Newark, NJ New York Blood Center - New York, NY Neonatal Intensive Care Center at New York Hospital - New York, NY V.A. Hospital - Brooklyn, NY St. Margaret Hospital - Spring Valley, IL

Commercial

LaSalle Banks (Multiple) - Chicago, IL Harris Banks (Multiple) - Chicago, IL Midwest Banks (Multiple) - Chicago, IL Saloman Bros. - New York, NY Chase Manhattan Bank - New York, NY Marine Midland Bank - New York, NY US Steel - Chicago, IL



David DeBord, CPD, LEED AP **BD+C, ARCSA** AP, GPD, CFPS

Education

Joliet Junior College

Harold Washington College

Kennedy-Western University

Professional Affiliations

American Society of Plumbing Engineers (ASPE)

International Association of Plumbing and Mechanical Officials (IAPMO)

United States Green Build Council (USGBC)

Registration & Certification

LEED AP BD+C, Accredited Professional

Certified Plumbing Engineer (CIPE)

Certified Plumbing Designer (CPD)

ARCSA-AP, Accredited Professional, (American Rainwater Catchment Systems Association)

Email

ddebord@dbhms.com



Senior Plumbing Engineer

David DeBord, Senior Plumbing Engineer at dbHMS, has over 30 years experience as a plumbing and fire protection engineer. He has been responsible for all phases of engineering and specifications, providing systems design, production direction, and problem solving assistance to staff engineers, designers and architects. He has also prepared bid and construction documents for a myriad of project types including local and international projects; in the commercial, governmental, high-rise, residential and healthcare market sectors.

David constantly works to increase his knowledge base and expand his skills. He has written and contributed to dozens of articles for publications such as 'Plumbing Systems and Design Magazine' as well as published multiple chapters for the ASPE Engineering Design Handbooks. Furthermore, David has been an adjunct professor at Illinois Institute of Technology's School of Architecture and often speaks at seminars and conferences around the country. David's goal is to work with a team that can develop effective systems for varied, challenging projects; using his background in sustainable design.

Selected Project Experience

Education

Westinghouse High School □ CPS □ Chicago, IL (LEED Silver) Jones College Preparatory □ Chicago, IL Kelly Curie Gage Park Area High School □ Chicago, IL Brooks College Prep Academy

Chicago, IL Fuller Elementary School □ CPS □ Chicago, IL Cameron Elementary School □ CPS □ Chicago, IL Marquette Elementary School □ CPS □ Chicago, IL University of Chicago, Becker Friedman Institute - Chicago, IL (LEED Gold) University of Chicago, Admin Portal

Chicago, IL University of Chicago, Neubauer Family Collegium for Cultural Society □ Chicago, IL University of Chicago, Axelrod □ Chicago, IL University of Chicago, Center for Gender and Race

Chicago, IL University of Chicago Quad Club Bathroom □ Chicago, IL University of Chicago Physics Lab □ Chicago, IL University of Chicago Gleacher Center Office Renovations □ Chicago, IL St. Xavier University Residence Hall 3

Chicago, IL (LEED Silver) St. Xavier South Campus Animal Hospital

Orland Park, IL St. Mary's College Science Labs □ Chicago, IL Lawrence Hall Campus

Chicago, IL

Institutional

DeVry Campbell | Chicago, IL

Chicago Symphony Orchestra □ Chicago, IL Art Institute of Chicago Morton Wing Chicago, IL Museum of Science and Industry Expansion ☐ Chicago, IL Newberry Library Private Research Library

Chicago, IL Oak Lawn Library Rehabilitation □ Oak Lawn, IL Donnelly Hall Exhibition Center

West Lafayette, IN ABLA/FOSCO Community Center □ CPD □ Chicago, IL Donnelly Hall Exhibition Center □ West Lafayette, IN

Chicago State University Convocation Center □ Chicago, IL

Malcolm X College Science Labs

Chicago, IL



Marcos Guerrero

Education

Bachelor of Science - Architectural Engineering, Illinois Institute of Technology, Chicago, Illinois, 2012

Professional Affiliations

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

Illuminating Engineering Society (IES)

International Building Performance Simulation Association (IBPSA)

Registration & Certification

Registered Engineer-In-Training (EIT), Illinois

Email

mguerrero@dbhms.com

Mechanical Engineer

Marcos Guerrero is a Mechanical Engineer at dbHMS with a strong understanding of integrated building systems and efficient design. Graduating from the Illinois Institute of Technology with a degree in Architectural Design, Marcos specializes in building mechanical systems and design integration. His background includes HVAC systems design, as well as energy modeling. Marcos' portfolio includes work in educational, institutional, commercial, and residential projects.

Selected Project Experience

Educational

Nathan Hale Elementary School □ CPS □ Chicago, IL School Investment Program 2013

CPS Chicago, IL University of Chicago, Young Memorial Hall Computer Lab Renovation □ Chicago, IL University of Chicago, Ellis Office Renovation

Chicago, IL University of Chicago, LASR Building for Theoretical Physics Renovation □ Chicago, IL Earlham College, Science Building □Richmond, IN

Institutional

Writer's Theater □ New, 32,000 sq. ft. theater □ Glencoe, IL Forest Preserve District of Cook County, Rolling Knolls □ Elgin, IL Museum of Science and Industry, U505 Exhibit Renovation □ Chicago, IL Quad Community and Recreational Center □30,000 sq. ft. community center □Chicago, IL

Residential

Slater Residence □6,000 sq. ft. single family vacation home □Oostburg, WI St. Joseph House 🗆 4,000 sq. ft. lakefront home 🗆 St. Joseph, MI Eun Residence □ 10,000 sq. ft., new, high-end single family home □ Chicago, IL

Commercial

Mechanical Contractors Association □ Existing office build-out □ Burr Ridge, IL Westmoreland Country Club □35,000 sq. ft. remodel □Wilmette, IL ComEd Training Center ☐ 34,000 sq. ft. indoor and 85,000 sq. ft. outdoor training facility ☐ Rockford, IL

Industrial

Exel Warehouse Buildings I and II □ Bolingbrook, IL Clark Environmental Headquarters □ 27,000 sq. ft. lab and office build-out □ St. Charles, IL



Maxwell Nichols, LEED AP, ACE, ACI, ACP

Education

Bachelor of Architecture ☐ Boston Architectural College, Boston, Massachusetts, 2009

Professional Affiliations

National Council of Architectural Registration Boards (NCARB) (IDP In-Progress)

Construction Specification Institute (CSI)

Registration & Certification

LEED Accredited Professional

Autodesk Certified Educator □ Revit MEP/Structural/Architecture, Navisworks and QTO (ACE)

Autodesk Certified Professional Revit MEP/Structural/Architecture, Navisworks and QTO (ACP)

Autodesk Certified Implementer Revit MEP/Structural/Architecture, Navisworks and QTO (ACI)

Email

mnichols@dbhms.com

BIM Leader

Maxwell Nichols, BIM Leader, directs and supports all of dbHMS' BIM projects. He manages all aspects of the BIM Department, including model creation, document submissions and standards creations, as well as leading the development and integration of advanced BIM delivery processes on projects.

Prior to joining dbHMS, Max helped more than 50+ companies to integrate or optimize their use of BIM technologies. These companies have spanned across all facets of the AEC industry from design to construction phases. Max's diverse experience in building information modeling makes him a valuable presenter at conferences for the Association of Licensed Architects and the International Association of Lighting Designers, as well as individual architectural firms in and around the Chicago land area.

Publications, Presentations and Juries

Various Firms, 2010 □2012 Speaker

Building Information Modeling Workflows

International Association of Lighting Designers, Chicago 2011 International Association of Lighting Designers: BIM and Lighting Speaker

Association of Licensed Architects, Chicago 2011 Speaker

Defining Building Information Modeling and Integrated Project

Delivery

Selected Project Experience

Education

University of Chicago, North Campus Residence Hall and Dining Commons □IPD Delivery Methods, Advanced Energy BIM Modeling, FM BIM Model Integration □ Chicago, IL (Pursuing LEED Gold)

Earlham College, Science Building □Richmond, IN University of Chicago, Becker Friedman Institute □ Chicago, IL (LEED Gold) University of Chicago, Neubauer Family Collegium for Cultural Society

Chicago, IL University of Chicago, LASR Building for Theoretical Physics Renovation □ Chicago, IL Lake Land College, Luther Student Center

52,000 sq. ft. addition; includes student services, culinary arts, food services, student assembly and gathering

Mattoon, IL (Pursuing LEED Silver)

Commercial

MetroSquash ☐ New, 19,000 sq. ft. recreation and education building ☐ Chicago, IL ComEd Training Center ☐ 34,000 sq. ft. indoor and 85,000 sq. ft. outdoor training facility ☐ Rockford, IL

The Distillery Redevelopment □ Provided architectural design for the 200,000 sq. ft. mixeduse addition to an existing artist community

Boston, MA (LEED Platinum and Passive House Certified)

Chinatown Branch Library □ New, 16,000 sq. ft. library □ Chicago, IL (Pursuing LEED Platinum)

Healthcare

The Children's Hospital of Wisconsin □ Provided architectural design for the 475,000 sq. ft. expansion of an existing urban hospital campus $\ensuremath{\square}$ Milwaukee, WI



Jennifer Curtis, Associate IALD, **IES**

Education

Bachelor of Fine Arts, Interior Design □ Harrington College of Design, 2009

Architectural Studies □SIUC, 2000

Professional Affiliations

International Association of Lighting Designers (IALD)

Illuminating Engineering Society of North America (IESNA)

Email

jcurtis@dbhms.com

Senior Lighting Designer

Jennifer's collaborative nature makes her an integral part of the design team. Now more than ever, lighting is a vital component on every project □ new codes and new technologies are adding a level of complexity. Jennifer works to find solutions and opportunities to integrate lighting into the built environment with an eye towards sustainability and energy efficiency. Several of her projects have been featured in national and local publications including LD+A, Interiors and Metropolis magazines.

Active in IESNA and IALD organizations, Jennifer is currently the IALD Chapter Coordinator. She organizes activities and leads events and discussions for the Midwest community of lighting designers on a regional level about issues impacting the lighting design profession.

Awards

IES Regional Illumination Design Award of Merit University of Chicago, Rockefeller Memorial Chapel IES Regional Illumination Design Award of Merit □Brunswick Building, GE Edison Award of Merit

Confidential Trading Firm Ilumini Gold Infinity Award
Confidential Trading Firm

Selected Project Experience

Education

Northwestern University □ Bienen School of Music □ Chicago, IL Loyola University □ Halas Hall Renovation and Addition □ Chicago, IL Loyola University □ Alumni Student Center □ Chicago, IL Jorge Prieto Math and Science Academy □ Chicago, IL Northwestern University

Harris Hall

Evanston, IL Loyola University ☐ Gentile Center ☐ Chicago, IL University Club Squash Courts □ Chicago, lL

Institutional

The University of Chicago □ Rockefeller Memorial Chapel □ Chicago, IL Dallas City Performance Hall □ Dallas TX

Hospitality

The Langham

Chicago, IL The Bedford Chicago, IL Hotel Felix □ Chicago, IL Thompson Hotel
Chicago, IL The Godfrey Hotel □ Chicago, IL

Exterior and Façade

Aurora Riveredge Park □ Aurora, IL Chicago 31st Street Harbor □ Chicago, IL Chicago Gateway Harbor

Chicago, IL North Halsted Street Bridge □ Chicago, IL The University of Chicago □ Rockefeller Memorial Chapel Façade □ Chicago, IL The University of Chicago □ Harper Library Façade □ Chicago, IL The University of Chicago □ Mitchell Tower Façade Lighting □ Chicago, IL The University of Chicago □ 58th Street Streetscape □ Chicago, IL

Charles E. Anderson, S.E., P.E. President

Chuck has over 35 years experience in structural engineering, architectural design, building construction and project management. He began his career with Perkins & Will upon graduation from the University of Illinois at Urbana-Champaign, with a Bachelor of Architecture Degree, and a Master of Science in Architectural Engineering. He progressed from structural designer to project manager, eventually culminating in his elevation to principal of the firm.

Chuck founded C.E. Anderson & Associates in 1995. The firm's purpose is to provide structural engineering consulting services, conceptual design, analysis, construction documents, investigations, evaluations, building surveys, reports, value engineering, and historical building adaptive reuse and preservation studies, to the architectural community. Chuck is personally responsible for guiding the performance of all staff members, coordinating the structural analysis and design of all projects. Chuck supervises each project through all stages of the structural design: from proposal development, to identification of design requirements, to on-going supervision of design concepts and their respective requirements, to written and graphic details, and project schedules. His additional responsibilities include client contact, advancement of office technology, office finances, and personnel management.

Chuck is a member of the Structural Engineers Association of Illinois, the Chicago Committee on High Rise Buildings, the American Concrete Institute and the American Society of Civil Engineers. He is a licensed Structural Engineer and Architect in the State of Illinois as well as a licensed Professional Engineer in 26 states.

REPRESENTATIVE PROJECT EXPERIENCE

Educational Facilities

Avery Coonley Elem. School Additions & Renovations Barrington Early Learning Center Braeside Elementary School Addition Cary 5/6 Elementary School Cary 7/8 Junior High School Cary Grove High School Charles H. Shaw Technical Learning Center Christ the King Jesuit College Preparatory School Cristo Rey Jesuit High School Addition **CROYA Building Addition** Crystal Lake South High School Education City, Bridge Arts and Sciences Elim Christian Services Fabyan Parkway Elementary School Fenwick High School Renovations Grand Rapids Junior College Grayslake High School Holy Family Elementary School Jefferson Elementary School Addition Jerling Jr. High School Karl Havlicek Elementary School Addition Lake Forest Schools Liberty Elementary School Additions & Renovations Lisle High School Additions McHenry East & West High School Addition New Albany High School New Middle School Will County School District New Oak Terrace Elementary School New Sunrise Lake Outdoor Education Facility North Berwyn Custer Replacement School Oak Prairie Middle School Perry Community Schools Prairie Elementary School Additions & Renovations Prairie Oak Elementary School Solon High School Sarah E. Goode STEM Academy Special Education District of Lake County (SEDOL) Tioga Elementary School Additions & Renovations

Downers Grove, Illinois Barrington, Illinois Highland Park, Illinois Cary, Illinois Cary, Illinois Cary, Illinois Chicago, Illinois Chicago, Illinois Chicago, Illinois Lake Forest, Illinois Crystal Lake, Illinois Doha, Qatar Palos Heights, Illinois Geneva, Illinois Oak Park, Illinois Grand Rapids, Michigan Grayslake, Illinois Chicago, Illinois Berwyn, Illinois Orland Park, Illinois Berwyn, Illinois Lake Forest, Illinois Orland Park, Illinois Lisle, Illinois McHenry, Illinois New Albany, Ohio Lockport, Illinois Highland Park, Illinois Bartlett, Illinois Berwyn, Illinois Lockport, Illinois Perry, Ohio Orland Park, Illinois Berwyn Illinois Solon, Ohio Chicago, Illinois Lake Forest, Illinois



Bensenville, Illinois

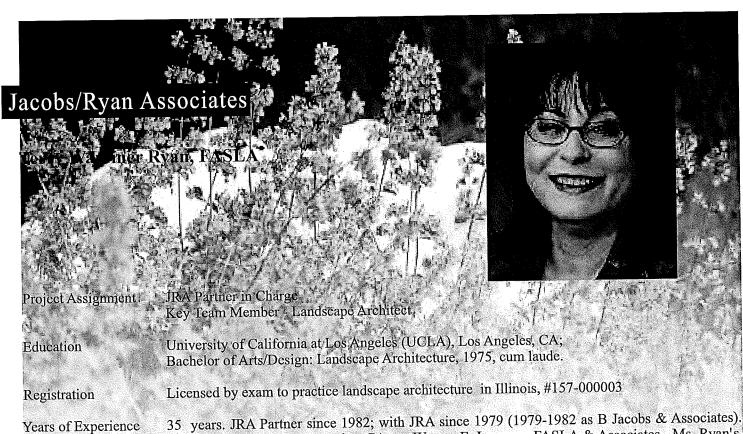
STRUCTURAL ENGINEERS

Charles E. Anderson, S.E., P.E. President

Warren Township High Schools Additions and Renovations Almond Campus & O'Plaine Campus

Gurnee, Illinois Gurnee, Illinois





Prior experience in Los Angeles, CA, at Warren E. Lauesen, FASLA & Associates. Ms. Ryan's professional practice has been landscape design for and consultation to architects, engineers, university facilities managers, the GSA and US Navy, school districts, municipalities, individual institutions, corporations, developers and owners. Her experience includes a variety of project types, such as campuses, education projects, renovation projects, residential dormitory landscapes, parks, and open green space., including many LEED projects. A sampling of experience includes:

Relevant Project Experience

Calemca Academy/ Brighton Park I Elementary School (LEED Gold), Chicago, IL Jorge Prieto Academy/Belmont Cragin Elementary School (LEED Silver), Chicago, IL Helge Haugan Middle School, including green roof and Jensen Park, Chicago, IL Calumet Middle School, Lake Calumet, IL

Sarah E Goode STEM Academy/Southwest Area High School, (LEED Platinum - 17 acre site with sport □elds and courts) Chicago, IL

Back of the Yards High School, Chicago, IL

Mather High School Renovation, Chicago, IL (LEED Silver)

CCC Olive Harvey College Transportation, Distribution and Logistics Center, Chicago, IL Northeastern Illinois University - Master Plan and many Implementation Projects, including Courtyard B, Parking Garage, Commuter Center, and others, Chicago, IL.

IIT Site Analysis for New Innovation Center Building, Chicago, IL

University of Chicago, President's Garden Renovation, Chicago, IL

UIC Advanced Chemical Technology Building, Chicago, IL

UIUC Law Building Feasibility Planning Study, Urbana, IL University of Illinois, National Center for SuperComputing Applications, Urbana Champaign

University of Illinois Spring eld New Residence Hall, Spring eld, IL

University of Illinois, Lincoln Hall Renovation, Champaign/Urbana, IL University of Illinois, North Campus Parking Facility, Urbana Champaign, IL

University of Illinois Chrisotpher Hall, Urbana, IL

Moody Bible Institute - Master Plan, Alumni Student Center, Sweeting Academic Building, Solheim Athletic Center and Other Projects, Chicago, IL

Governor's State University Daycare Facility, and Ramp Project, University Park, IL

College of DuPage Early Childhood Education Facility, DuPage Co., IL

St. Xavier College Residence Hall Landscape Water Feature, Chicago, IL Barrington Area Library Master Plan and Projects, Barrington, IL

Maywood Public Library, Maywood, IL



Project Assignment

Firm

Education

Professional Association

Years of Experience

Relevant Project Experience

Landscape Designer

Jacobs/Ryan Associates, Landscape Architects

University of Illinois, Champaign-Urbana, Illinois. Bachelor of Landscape Architecture. College of Fine and Applied Arts, 2004.

Member, American Society of Landscape Architects

Prior to joining JRA, Mr. White worked at the Park District in Highland Park, Illinois from 2004-2006. Mr. White left there to join DLK Civic Design where he worked on schools and streetscapes, and came to JRA in 2008 as an Associate Landscape Designer.

UIC Science and Engineering Building Concept Phase, Chicago, IL Mr. White assisted with design concepts, conceptual rendering and cost estimating.

Reference:

James Jankowski, AIA

312-960-8335

Cannon Design

IIT Innovation Center Site Analysis, Chicago, IL

Site reconnaissance, site planning and report documentation graphics.

Reference:

Colette Porter

312-567-8974

IIT Director of Design and Construction

CCC Olive Harvey College Transportation, Distribution & Logistics Center, Chicago, IL Landscape design and documentation of a large new building addition and site amentities with artful design of stormwater management features.

Reference:

Michael Emerson, Director

312-553-3299

CCC Capital Planing and Construction

Other Relevant Experience

UIUC Lincoln Hall Renovation, Construction Phase, Urbana Champaign, IL

D132 Calumet Middle School, Lake Calumet, IL Aspira Financial High School, Chicago, IL

CPS Mather High School Renovation, Chicago, IL

PBC Sarah Goode STEM Academy/Southwest Area High School, Chicago, IL

PBC Back of the Yards High School/Back of the Yards College Preparatory, Chicago, IL

Professional Skills

Adam White is pro cient at the following design softwares: AutoCad, MicroStation, Photoshop, InDesign and SketchUp.

HJK HJKESSLER ASSOCIATES, INC



Education Bachelor of Architecture, The University of Arizona, 1975 Master of Business Administration, Wharton School, University of Pennsylvania, 1986

Registrations Architect - Illinois and Arizona LEED Accredited Professional, BD+C

Professional Affiliations

Fellow, American Institute of Architects U.S. Green Building Council (Illinois **Chapter Board** member (former), Co-chair

Education Strategy Committee) Commercial Real **Estate Executive** Women (former Board member and Secretary) Illuminating **Engineering Society** of North America Lambda Alpha

HELEN J. KESSLER, FAIA, LEED FELLOW, LEED A.P. BD+C

Ms. Kessler is President of HJKessler Associates, a sustainable design, LEED, energy efficiency and commissioning consulting services firm founded in 2003. With over 30 years experience in sustainable design and energy efficiency, she specializes in the use of an integrative design approach and has had a leading role on over 50 LEED projects. Projects include college, university, K-12 schools, hotels, office, commercial interiors, municipal, and many other project types. She has led strategic energy management teams for a number of companies with large portfolios of buildings.

Ms. Kessler is a former Board member of the U.S. Green Building Council (USGBC) Illinois Chapter, currently co-directs its education programs, was on the Greenbuild host committee and was a voting member of the national LEED for Commercial Interiors Core Committee. She is past co-chair of the AIA Chicago Committee on the Environment, chaired the Energy Code Committee, which created Chicago's first energy code, and was a voting member on the ASHRAE committee that created *Guideline 0* \Box *The Building Commissioning Process*.

Ms. Kessler is a frequent speaker and author on sustainability topics and regularly teaches various courses, including 「Sustainability in Construction□ at Northwestern University, ☐ The Integrative Design Process for High Performance Buildings,□ ⑤ Green Building ☐ The Nuts and Bolts for Contractors,□ a program which she co-created for the USGBC Chicago Chapter and Wilbur Wright College, as well as lighting economics for IESNA Chicago. She is a USGBC LEED® Faculty™ member.

Ms.Kessler has received numerous awards, including the USGBC Illinois Chapter Natural Leaders Intent to Matter award and Chapter Leader award, the Illinois Real Estate Journal Women in Real Estate Impact award and Alumnus of the Year, The University of Arizona Honors College. She is part of the inaugural class of LEED Fellows.

LEED/Sustainability consultant -- selected projects:

- Hyatt Regency McCormick Place addition, 462 key hotel designed to achieve LEED Gold certification
- Virgin Hotel, Chicago, gut rehab of historic building designed to achieve at minimum LEED Silver certification
- Exelon Headquarters Project, Chicago, award-winning 250,000 sf commercial interior, LEED CI Platinum certified both 10-floor initial project (225,000 sf) and 1-floor addition
- Jewish Reconstructionist Congregation, Evanston, awardwinning 30,000 sf new synagogue, LEED Platinum certified

HJKessler Associates, Inc.

Page 1

HJK HJKESSLER ASSOCIATES, INC

- Northwestern University Silverman Hall, Evanston, 146,800 sf laboratory, achieved LEED Gold certification
- Northwestern University Harris Hall, 33,000 sf rehabilitation project of an historic building on NU's campus, achieved LEED Gold certification.
- Chicago Theological Seminary, new 78,000 sf facility on University of Chicago campus - LEED Gold certified
- Astellas US Corporate Headquarters, 450,000 sf design/build build to suit office building, achieved LEED BD+C 2009 Gold certification.
- Mesirow Financial Corporate Headquarters, 300,000 sf corporate headquarters, achieved LEED CI Gold certification.
- Liberty Mutual Hoffman Estates and Warrenville, two design/ build office buildings, 100,000 sf and 150,000 sf, achieved LEED Gold certification
- Garrett Evangelical Theological Seminary Loder Hall, gut rehab of historic building (35,000 sf), achieved LEED Gold certification.
- Orland Park Police Headquarters, award-winning 63,000 sf gut rehab, achieved LEED Gold certification
- Westinghouse High School, 240,000 sf new high school for Chicago Public Schools, first Chicago high school to achieve LEED Gold certification.
- Langston Hughes Davis Developmental Elementary School, Chicago, 100,000 sf elementary school was the first to achieve LEED NCv2.2 Gold certification.
- Mark T. Skinner, Federico Garcia Lorca and Calmeca Elementary Schools, 100,000 sf prototype elementary schools. All achieved LEED for Schools Gold certification.
- Eric Solorio High School and South Shore Replacement High School, 200,000 sf prototype high schools, achieved LEED Gold certification.
- UIUC Ikenberry Hall Phases E & G (Residence Hall no. 2), new residence hall on the University of Illinois Champaign campus anticipated to achieve LEED BD+C 2009 Gold certification. HJKessler is also LEED consultant for Residence Hall no. 3.
- Northwestern Memorial Healthcare Medical Office Building in Grayslake, IL (87,000 sf) designed to achieve LEED Certification.
- Southwest Area High School, 200,000 sf high school designed to achieve at minimum LEED Gold certification.
- University of Chicago Lab Schools, Early Childhood Center and Arts Wing, designed to achieve LEED Silver certification.
- Northwestern University New Kellogg School of Management, 350,000 sf new building, designed to achieve LEED Gold.
- Richard M. Daley (RMD) (16,000 sf), Greater Grand Crossing (9,000 sf) and Edgewater Branch (18,000 sf) Public Libraries, prototype branch libraries. RMD and GGC are LEED Gold certified; Edgewater is currently under construction.

3660 N. Lake Shore Drive, Suite 501 Chicago, IL 60613 (773) 975-6467 www.hjkesslerassociates.com hjkessler@hjkesslerassociates .com

HJKessler Associates, Inc

SCHEDULE G OTHER CONDITIONS

NONE.

<u>exhibit a</u> Legal actions

ATTACHED HERETO

Firm Name:	STR PARTNERS LLC
i ii iii ivuiiic.	

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?		X
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?		X
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		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?		X
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?		X
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?		X
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?		X
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)?		X
Has the firm or venture ever failed to complete any work awarded to it?		X

<u>EXHIBIT B</u> DISCLOSURE AFFADAVIT

ATTACHED HERETO

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. ____, as ___ The undersigned ___ Jan T. Taniguchi Title Name STR Partners LLC and on behalf of ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following: STR Partners LLC 1. Name of Firm: 350 W. Ontario St, Suite 200, Chicago, IL 60654 2. Address: 312-464-0785 312-464-1444 Fax: Telephone: 36-4281470 SSN: 4. FEIN: Nature of transaction (check the appropriate box): ☐ Sale or purchase of land Construction Contract Professional Services Agreement Other 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". Limited Liability Company ☐ Corporation Limited Liability Partnership Partnership Not-for-profit Corporation Sole Proprietorship Other: _____ Joint Venture

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CORPORATIONS AND LLC'S

1.	State of Incorporation or organization:	Illinois
	•	

3. Identify the names of all officers and directors of the business entity (attach list if necessary).

ole Manager
Member
Member
Member

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

ecessary). Name	Address	Ownership Interest Percentage
Jan T. Taniguchi	41W147 Kingsmill Rd, St. Charles, IL	51%
Michael Henderson	131 S. 8th Ave, LaGrange, IL	21.778%
John Colby Lewis	2452 prairie Ave, #2C, Evanston, IL	21.778%
Jennifer Costanzo	143 S. Cuyler Ave, Oak Park, IL	5.44%

LLC's ONLY, indicate management type and name:
Member-managed
Manager-managed
Name: JAN T. TANIGUCHI
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	PRO	PRIET	OF	≀SHIP

1.	The bidder/proposer or Contractor is a sol on behalf of any beneficiary: Yes	e proprietorship and is not acting in any representative capacity 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:
 - 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
- 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 of 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.
- 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.
- 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/FEES

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

 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

 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 606 (2).

Chicago, Director of Compliance, 50 W. Washington, Room 2	200, Chicago, IL 606 0 2.
	Modern.
<u> </u>	Signature of Authorized Officer
	Jan T. Taniguchi
	Name of Authorized Officer (Print or Type)
	Sole Manager
·	Title
	312-464-144
	Telephone Numbe
State of LLINGIS	
County of Cook	
Signed and sworn to before me on this 18th day of Sentine	<u>62</u> , 20 <u>14</u> by
JAN T. TANGUCHI (Name) as SUE MANAG	(Title) of
STIZ PARTNERS LLC (Bidder/Pro	pposer/Respondent or Contractor)
Jelsauro (Cont) (Notary Public Signatu	re and Seal
SUSANNA J. CRAIB-CC OFFICIAL SEAL Notary Public - State of Illie My Commission Expires June 21, 2016	nols

<u>EXHIBIT C</u> DISCLOSURE OF RETAINED PARTIES

ATTACHED HERETO

EXHIBIT C DISCLOSURE OF RETAINED PARTIES

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):

AOR Services for Southwest Area School

Description or goods or services to be provided under Contract:

Architecture and Engineering Services

Name of Consultant: STR Partners LLC

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

EXHIBIT C DISCLOSURE OF RETAINED PARTIES

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

Jan T. Taniguchi
Name (Type or Print)

Sole Manager
Title

Subscribed and sworn to before me

this 18th day of September 2014

Notary Public Voits

SUSANNA J. CRAIB-COX OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires June 21, 2016

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.
- 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.
- 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
 - $\dot{\text{c.}}$ 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:
 - 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.

- 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 count, 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.

۱.	Nam	ne of Joint Venture	N/A	
2.	Addr	ress of Joint Venture		
3.	Phor	ne number of Joint Ventur	e	
4.	lden	itify the firms that comprise	e the Joint Venture	
	A.	Describe the role(s) of the must here be shown as u	ne MBE/WBE firm(s) in the Joint Venture. (Note nder the responsibility of the MBE/WBE firm.)	that a "clearly defined portion of work"
	В.	Describe very briefly the	experience and business qualifications of each no	n-MBE/WBE Joint Venturer.
5.	Nati	ure of Joint Venture's busi	ness	
6.	Pro	vide a copy of the Joint Ve	enture agreement.	
7.	Ow	nership: What percentage	of the Joint Venture is claimed to be owned by MI	BE/WBE?%
8.	Spe	ecify as to:		
	A.	Profit and loss sharing	%	
	В.	Capital contributions, inc	luding equipment%	
	C.	Other applicable owners control.	hip interests, including ownership options or othe	r agreements which restrict ownership o
	D.	Describe any loan agree	ements between Joint Venturers, and identify the te	erms 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.	
	Н.	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	. Ple	ease 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	Title
Date	Date
State ofCounty of	State of County of
On thisday 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)

Name of Project:	Southwest Area School	
Project Number:	05660	
Name of Firm:	STR Partners LLC	
Name of MBE or	WBE Firm: STR Partners LLC	
	priate box: MBE or WBE	
TO:		
STR Part	ners LLC and Public Building Commission of Chicago	
Name of Profess	sional Service Provider	
The undersigned	d intends to perform work in connection with the above-referenced project as (check	one):
	e Proprietor	
6/25/14 and 9	E status of the undersigned is confirmed by the attached Letter 6/9/2014	of Certification, dated are with a non-MBE/WBE
connection with	ed is prepared to provide the following described services or supply the follow the above-named project. Architectural and interior design serv	V1003
The described : Documents.	services or goods are offered for the following price, with terms of payment as	stipulated in the Contract

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\$1,785,035.00

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

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

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s). SUB-SUBCONTRACTING LEVELS % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors. % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors. If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Exhibit, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided. The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission. Ву: Signatur Name of MBE/WBE Firm (Print) Name (Print) Phone IF APPLICABLE: By: Signature Joint Venture Partner (Print) Name (Print) Date

. ☐MBE ☐WBE ☐Non-MBE/WBE

Phone

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

September 9, 2014

Jan T. Taniguchi Str Partners Llc 350 West Ontario Street Suite 200 Chicago, IL 60654-5740 Certification Term Expires: June 25, 2015

Dear Business Owner:

Re: MBE Recognition Certification Approval (Cook County)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Cook County's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the Cook County.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, ARCHITECTURAL SERVICES, DRAFTING SERVICES, ENGINEERING-ARCHITECTURAL, ETC SERVICES, OFFICE DESIGN INTERIOR SERVICES, URBAN PLANNING

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutierrez Certification Manager Business Enterprise Program

(L59MBE)



TONI PRECKWINKLE

PRESIDENT

Cook County Board

of Commissioners

EARLEAN COLLINS

1st District

ROBERT STEELE 2nd District

JERRY BUTLER 3rd District

STANLEY MOORE
4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY 6th District

> JESUS G. GARCIA 7th District

> > EDWIN REYES 8th District

PETER N. SILVESTRI 9th District

BRIDGET GAINER 10th District

JOHN P. DALEY

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN 13th District

GREGG GOSLIN 14th District

ПМОТНУ О. SCHNEIDER 15th District

JEFFREY R. TOBOLSKI 16th District

ZABETH ANN DOODY GORMAN 17th District COUNTY OF COOK BUREAU OF FINANCE OFFICE OF CONTRACT COMPLIANCE JACQUELINE GOMEZ, DIRECTOR

118 N Clark, Room 1020 | Chicago, Illinois 60602-1304 | Tel (312) 603-5502

June 25, 2014

Mr. Jan T. Taniguchi, CEO/Member STR Partners LLC 350 W. Ontario Street, Suite 200 Chicago, IL 60654

Annual Certification Expires:

June 25, 2015

Dear Mr. Taniguchi:

Congratulations on your continued eligibility for Certification as a **Minority Business Enterprise (MBE)** by Cook County Government. This Certification is valid until **June 25, 2015**.

As a condition of continued Certification, you must file a "Re-Certification Affidavit" within sixty (60) business days prior to the Annual Certification Expiration date. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Professional Service: Architectural Services

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

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez

Contract Compliance Director

JG/ek

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project:	Southwest Area School	
Project Number:	05660	
Name of Firm:	STR Partners LLC	
Name of MBF or	WBE Firm: Urban Works	
	priate box: MBE or WBE	
TO:		
STR Part	tners LLC and Public Building Commission of Chicago	
Name of Profess	sional Service Provider	
The undersigned	d intends to perform work in connection with the above-referenced project as (check	one):
☐ Sol	e Proprietor	
	tnership	
The MBE/WBI October 8, 20 firm, a Schedule	the state of the s	of Certification, dated are with a non-MBE/WBE
The undersigne	ed is prepared to provide the following described services or supply the follow the above-named project. CPS standards coordination and arc	ving described goods in hitectural design
The described Documents.	services or goods are offered for the following price, with terms of payment as s	stipulated in the Contract
\$180,000.00	0	

Page 114 of 118 PS2028

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:

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

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

NI	/ A
IV	ıΑ

0

0

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

If MBE/WBE subcontractor will not be sub-subconabove. If more than 10% percent of the value description of the work to be sublet must be provided.	ntracting any of the work described in this Exhibit, a zero (0) must be filled in each blank of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and ided.
The undersigned will enter into a formal agreer contract with the Public Building Commission of award from the Commission.	ment for the above work with the General Bidder, conditioned upon its execution of a f Chicago, and will do so within five (5) working days of receipt of a notice of Contract
Ву:	
UrbanWorks, Ltd.	$(X_{\mathcal{O}})$
Name of MBE/WBE Firm (Print)	Signature
9.16.2014	Robert Natke
Date	Name (Print)
312.202.1200	
Phone	
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	☐MBE ☐WBE ☐Non-MBE/WBE
Phone	



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

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:



Urban Works, Ltd.

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,

Chief Procurement Office

JLR/cm

SCHEDULE C - Letter of Intent from MBE/WBE To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project:	Southwest Area School	
Project Number:	05660	
Name of Firm:	STR Partners LLC	
Name of MBE or	WBE Firm: HJKessler Associates, Inc	
	priate box: MBE or WBE	
TO:		
STR Part	ners LLC and Public Building Commission of Chicago	
Name of Profess	ional Service Provider	
The undersigned	Intends to perform work in connection with the above-referenced project as (check	one):
	e Proprietor Inership In Joint Venture	
Feb 27, 2013 an	E status of the undersigned is confirmed by the attached Letter and Aug 18, 2014 . In addition, in the case where the undersigned is a Joint Ventue B, Joint Venture Affidavit, is provided.	of Certification, dated ire with a non-MBE/WBE
connection with	ed is prepared to provide the following described services or supply the follow the above-named project. Sustainable Design and LEED Cons	diting Col Vices
The described so	services or goods are offered for the following price, with terms of payment as s	stipulated in the Contract
\$54,000		



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

Helen Kessler HJ Kessler Associates Inc. 3702 N Pine Grove Ave., Unit 3A Chicago, IL 60613

Annual Certificate Expires: February 15, 2014 Commence of the second of the second

The second secon

Dear Ms. Kessler:

We are pleased to inform you that HJ Kessler Associates Inc. has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until February 15, 2018; however your firms' certification must be re-validated oner Wildrammer on the managed control of the constant resonance of the rest to the second

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by February 15, see 1 2014. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by December 15, 2013.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure. change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a Woman Business Enterprise (WBE) if you fail to:

• file your No Change Affidavit within the required time period:

• provide financial or other records requested pursuant to an audit within the required time period; or

 notify the City of any changes affecting your firm's certification within 10 days of such change.



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

hikessler@hikesslerassociates.com

August 18, 2014

Helen Kessler **HJ Kessler Associates, Inc.** 3660 North Lake Shore Drive, Suite 501 Chicago, IL 60613-5303

Dear Ms. Kessler:

This letter is to inform you that the City of Chicago has extended your status as a **Women Business Enterprise (WBE) until November 15, 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

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project:	Southwest Area School		
Project Number:	05660		
•	STR Partners LLC		
Name of Firm:	WBE Firm: Nestbuilders, Inc. (dba: dbHMS)		
Name of MBE or	WBE Firm: 14031Bandoro, 11101 (d. 2011 distribution)		
Check the approp	oriate box: MBE or WBE		
TO:			
STR Part	ners LLC and Public Building Commission of Chicago		
Name of Profess	ional Service Provider		
The undersigned	I intends to perform work in connection with the above-referenced project as (check one):		
☐ Sole	e Proprietor		
 -	tnership		
The MBE/WBE August 2, 201 firm, a Schedule	the state of the same the undereigned is a light Venture WID 3 000-WDE/WDE		
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project. MEP/FP Design, LEED Documentation, Energy Mod			
The described s	services or goods are offered for the following price, with terms of payment as stipulated in the Contract		
\$523,500.00	0		

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-SU	JBCC)ntr/	CTING	LEVELS
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SUB-SUBCONTRACTING LEVELS	
	contract will be sublet to non-MBE/WBE contractors.
above. If more than 10% percent of the value of tr description of the work to be sublet must be provided	
The undersigned will enter into a formal agreement contract with the Public Building Commission of Chi award from the Commission.	t for the above work with the General Bidder, conditioned upon its execution of icago, and will do so within five (5) working days of receipt of a notice of Contract
ву:	Voumbur
Nest Builders, Inc. (dba: dbHMS)	Sound
Name of MBE/WBE Firm (Print)	Signature
September 17, 2014	Sachin Anand
Date	Name (Print)
(312) 915-0557	
Phone	
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	☐MBE ☐WBE ☐Non-MBE/WBE
Phone	



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

AUG 0 2 2013

Victor Avila Nest Builders, Inc. DBA dbHMS 303 W. Erie St., Suite 510 Chicago, IL 60654

Dear Mr. Avila:

We are pleased to inform you that **Nest Builders**, **Inc.** has been certified as a **Minority Business Enterprise** ("MBE") by the City of Chicago ("City"). This **MBE** certification is valid until **08/01/2018**; 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 08/01/2014, 08/01/2015, 08/01/2016, and 08/01/2017. 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 08/01/2018. 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 06/01/2018.

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** if you fail to:

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

Nest Builders, Inc.

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):

541330 - Engineering Design Services 541350 - Building Inspection Services

Your firm's participation on City contracts will be credited only toward **Minority 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. Rhee 23 Chief Procurement Officer

JLR/ha

July .



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

mschmidt@dbHMS.com

August 12, 2014

Victor Avila
Nest Builders, Inc., DBA dbHMS
303 West Erie, Suite 510
Chicago, IL 60610-3656

Dear Mr. Avila:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE) until October 31, 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

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project:	Southwest Area School
Project Number:	05660
Name of Firm:	STR Partners LLC
Name of MBE or	WBE Firm: Terra Engineering, Ltd.
	priate box: MBE or WBE
TO:	
STR Part	ners LLC and Public Building Commission of Chicago
Name of Profess	sional Service Provider
The undersigned	d intends to perform work in connection with the above-referenced project as (check one):
	e Proprietor Thership Corporation Joint Venture
The MBE/WBI	E status of the undersigned is confirmed by the attached Letter of Certification, dated
connection with	ed is prepared to provide the following described services or supply the following described goods in the above-named project. Civil engineering
The described Documents.	services or goods are offered for the following price, with terms of payment as stipulated in the Contract
\$116,600.0	0

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL	PAY	ITEMS
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7 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
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).

sheet(s).	
SUB-SUBCONTRACTING LEVELS	
0 % of the dollar value of the MBE/WBE su % of the dollar value of the MBE/WBE su	bcontract will be sublet to non-MBE/WBE contractors. bcontract will be sublet to MBE/WBE contractors.
above. If more than 10% percent or the value of description of the work to be sublet must be provided.	racting any of the work described in this Exhibit, a zero (0) must be filled in each blank the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and ed.
The undersigned will enter into a formal agreement contract with the Public Building Commission of Caward from the Commission.	ent for the above work with the General Bidder, conditioned upon its execution of a Chicago, and will do so within five (5) working days of receipt of a notice of Contract
Ву:	Kain Stergub
TERRA Engineering, Ltd	
Name of MBE/WBE Firm (Print)	Signature
9/18/2014	Karen Steingraber, PE
Date	Name (Print)
312.467.0123	
Phone	
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	☐MBE ☐WBE ☐Non-MBE/WBE
Phone	



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

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

SCHEDULE C - Letter of Intent from MBE/WBE To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

Name of Project:	Southwest Area School
	05660
Project Number:	STR Partners LLC
Name of Firm:	WBE Firm: Jacobs/Ryan Associates
Name of MBE or	WBE Firm: Oddobort (yatt / todo otto otto otto otto otto otto
Check the approp	priate box: MBE or WBE
TO:	
STR Part	tners LLC and Public Building Commission of Chicago
Name of Profess	sional Service Provider
The undersigned	d intends to perform work in connection with the above-referenced project as (check one):
☐ Sol	e Proprietor Corporation
	rtnership
The MBE/WBI 1.25.13 and e firm, a Schedule	E status of the undersigned is confirmed by the attached Letter of Certification, dated xt.letter-7.14.14 . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE B, Joint Venture Affidavit, is provided.
connection with	ed is prepared to provide the following described services or supply the following described goods in the above-named project. Landscape architectural services
The described Documents.	services or goods are offered for the following price, with terms of payment as stipulated in the Contract
\$55,000.00	

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

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

NA

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

SUB-SU	BCONTRACTING LEVELS
0	% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors. % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.
above.	VBE subcontractor will not be sub-subcontracting any of the work described in this Exhibit, a zero (0) must be filled in each blank If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and on of the work to be sublet must be provided.
The und	dersigned 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:} Jacobs/Ryan Associates	Tour Oariene Le
Name of MBE/WBE Firm (Print)	Signature
9-10-14 Date	Terry Warriner Ryan Name (Print)
312.664.3217	
Phone	
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone	☐MBE ☐WBE ☐Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

TRyan@jacobsryan.com

July 14, 2014

Ms. Terry Warriner Ryan Jacobs/Ryan Associates 1527 N. Sandburg Terrace Chicago, IL 60610

Dear Ms. Ryan:

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

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

Name of Project: Sout	hwest Area Scho	ool	,
STATE OF ILLINOIS	}		
	} SS		
COUNTY OF COOK	}		
In connection with the a	bove-captioned contra	act, I HEREBY DECLA	ARE AND AFFIRM that I am the
Principal Title	and duly authorized re	epresentative of <u>STF</u>	R Partners LLC Name of Professional Service Provider
whose address is			
350 W. Ontario S	treet, Suite 200		
in the City of Chicag	0	,State of _!!linois	

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

Name of MBE/WBE Consultant	Type of Work to be Done in	Dollar Credit Toward MBE/WBE Goals	
Maine of MDE/WDE concerns	Accordance with Schedule C	MBE	WBE
STR Partners LLC Urban Works	AOR Associate Architect	\$1,785,035 \$ 180,000	\$
Terra Engineering	Civil Engineering	\$	\$116,600
Nestbuilders/dbHMS	MEP/FP Engineering	\$ 523,500	\$
Jacobs/Ryan Associates	Landscape Architect	\$	\$ 55,000
H.J. Kessler & Associates	LEED Consultant	\$	\$ 54,000
Total Net MBE/WBE Credit		\$ 2,488,535	\$ 225,600
	Percent of Total Base Bio	85.05	_% 7.71 %

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

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

SUB-SUBCONTRACTIN		
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 <u>subcontract</u>	will be sublet to MBE/WBE contractors.
blank above.		any of the work described in this Schedule, a zero (0) must be filled in each
work to be sublet must b	e provided.	ctor's scope of work will be sublet, a brief explanation and description of the
nerformance as Profess	iter into a formal agreement for the ional Service Provider of a Contract ward from the Commission.	e above work with the above-referenced MBE/WBE firms, conditioned upon t with the Commission, and will do so within five (5) business days of receipt
Ву:		$\mathcal{M}(\mathcal{M})$
STR Partners LI	_c /	1/1/1/1
Name of MBE/WBE Fire	n (Print)	Signatur
9/12/19	(Jan T. Taniguchi
Date		Name (Print)
312-464-1444		
Phone		
IF APPLICABLE: By:		
Joint Venture Partner (Print)	Signature
Date		Name (Print)
		☐MBE ☐WBE ☐Non-MBE/WBE
Phone		

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.: Southwest Area Elementary School--05660

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.
Architedt:
The allelia
Archite Authorized Signature [date]
Acknowledged and Accepted for:
CDDO E U Diverte (deta)
Signature of PBC Executive Director [date]
Acknowledged and Accepted by Third Party:

Signature of Third Party [date]

Client#: 843865

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/26/2014

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).

certificate floider in fied of such endorsement(s).	CONTACT	
PRODUCER	CONTACT NAME:	
USI Midwest - Euclid-Prof Liab	PHONE (A/C, No, Ext): 630 625-5219 (A/C, No): 6	510 537-4939
234 Spring Lake Drive	E-MAIL ADDRESS: laurie.cloninger@usi.biz	
Itasca, IL 60143	INSURER(S) AFFORDING COVERAGE	NAIC#
,	INSURER A: Continental Casualty Company	
INSURED	INSURER B : Ace American Insurance Company	22667
STR Partners LLC	INSURER C:	
350 W Ontario St Ste 200 Chicago, IL 60654	INSURER D:	
	INSURER E:	
	INSURER F:	

OVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER: 1
THE IS TO CEPTICY	THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUE	D TO THE INSURED NAMED ABOVE FOR THE POLICE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INSURED THE POLICY PERIOD THE POLICY PERIOD INSURED THE POLI 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.

E>	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN WAT THAVE BEEN TREED TO THE POLICY EXP. SER TYPE OF INSURANCE INSERTION POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) (MM/DD/YYYY) (MM/DD/YYYY) (MM/DD/YYYY)								
INSR LTR	TYPE OF INSURANCE	ADDL' INSR	SUBR WVD	POLICY NUMBER			LIMITS		
A	GENERAL LIABILITY	Υ	Υ	1075621326	08/17/2014	08/17/2015	EACH OCCURRENCE	\$1,000,000	
	X COMMERCIAL GENERAL LIABILITY					i i	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$300,000 \$10,000	
	CLAIMS-MADE X OCCUR						PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000	
	POLICY X PRO- JECT LOC			4077004000	00/17/2014	08/17/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000	
Α	AUTOMOBILE LIABILITY	Y	Y	1075621326	00/1//2014	00/11/2013	BODILY INJURY (Per person)	\$	
	ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$ 1.4 -	
						0014710047		\$ 100.000;	
A	X UMBRELLA LIAB X OCCUR	Y	Y	2078533539	08/17/2014	08/17/2015	EACH OCCURRENCE AGGREGATE	\$5,000,000 / \$5,000,000	
	EXCESS LIAB CLAIMS-MADE							\$	
A	DED X RETENTION \$10,000 WORKERS COMPENSATION		Y	WC175621343	08/17/2014	08/17/2015	X WC STATU- TORY LIMITS OTH- ER		
^	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000	
1	(Mandatory in NH)	""					E.L. DISEASE - EA EMPLOYEE	\$1,000,000 \$1,000,000	
L_	If yes, describe under DESCRIPTION OF OPERATIONS below	-		G23687987001	09/16/2014	09/16/2015	E.L. DISEASE - POLICY LIMIT \$2,000,000 each cla		
В	Professional		İ	G2300/80/001	03/10/2014	00/10/2010	annual aggregate		
	Liability								
L				<u></u>		1			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Professional Liability is written on a 'claims made' policy form.

RE: Project PS2028 - Southwest Area Elementary/Middle School

A \$3,000,000 each claim/annual aggregate excess of \$2,000,000 each claim/annual aggregate specific (See Attached Descriptions)

CERTIFICATE HOLDER		CANCELLATION	
Public Building Commission Procurement Department	ok eryan 9/26/14	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CA THE EXPIRATION DATE THEREOF, NOTICE WILL B ACCORDANCE WITH THE POLICY PROVISIONS.	NCELLED BEFORE E DELIVERED IN
Richard J. Daley Center 50 W Washington Rm 200		AUTHORIZED REPRESENTATIVE	1. 11
Chicago, IL 60602		Don of June	Alternative
			11. 1. 1. 1

DESCRIPTIONS (Continued from Page 1) additional limit of Professional Liability applies with respect to the Southwest Area Elementary/Middle School project with the Public Building Commission. The General/Auto Liability policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the following only when there is a written contract that requires such status, and only with regard to work performed by the named insured: **Public Building Commission of Chicago** Board of Education of the City of Chicago City of Chicago, their respective Board members, employees, elected officials, or representatives The General/Auto Liability policy contains a special endorsement with "Primary and Noncontributory" wording. The General/Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract.