

# PUBLIC BUILDING COMMISSION OF CHICAGO



ARCHITECT OF RECORD  
PROFESSION SERVICE AGREEMENT  
CONTRACT NUMBER PS2040

WITH

ARCHITRAVE, LTD.

TO PROVIDE  
ARCHITECT OF RECORD SERVICES  
FOR  
MINNIE MARS JAMIESON ELEMENTARY SCHOOL ANNEX  
5650 NORTH MOZART STREET  
CHICAGO, ILLINOIS  
PROJECT NUMBER 05760

---

**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](http://www.pbcchicago.com)

## EXECUTION PAGE

**THIS AGREEMENT** effective as of September 9, 2014, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Architrave, Ltd.** with office at 1128 West Chicago Avenue, 2nd Floor, Chicago, Illinois 60642, (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 Jamieson Elementary School Annex 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 Design Development based upon the requirements of the Project and allowances for cost escalation and Project contingencies.

**Whereas**, the Commission has relied upon the Architect's representations in selecting the Architect.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Rahm Emmanuel  
Mayor Rahm Emmanuel  
Chairman

Date: \_\_\_\_\_

**ATTEST:**

Lori Ann Lypton  
Secretary

Date: 1/5/15

**AOR:**

Ruben Gil  
Principal

Date: 11.25.14

AFFIX CORPORATE  
SEAL, IF ANY, HERE



County of: Cook

State of: Illinois

Subscribed and sworn to before me by Dawn Santana and N/A  
on behalf of Architect of Record this 3<sup>rd</sup> day of DEC., 20 14.

Dawn Santana  
Notary Public

My Commission expires:  
(SEAL OF NOTARY)

Approved as to form and legality

Anne L. Freed Date: 12-15-14  
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** Definitions. The following phrases have the following meanings for purposes of the Agreement:

- (a) Agreement. This Agreement for Architect-of-Record Services, between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- (b) Architect or Architect of Record or Consultant. The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (c) AOR's Estimate of Probable Construction Cost. The Architect's professional opinion of the cost to necessary construct the Project and furnish all items required to complete the Project as described in the corresponding design phase Deliverables prepared by the Architect in accordance with the Agreement.
- (d) Authorized Commission Representatives. One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission
- (e) Commission. The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (f) Construction Budget. The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents to be prepared by the Architect in accordance with this Agreement. The Construction Budget does not include any payments made to the Architect or Commission Consultants or reimbursable expenses pursuant to Schedule D.
- (g) Additional Services. Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.
- (h) Contract Documents. All of the Contract documents for the construction and improvement of the Project including the Bidding Instructions, Standard Terms and Conditions for Construction Contracts, Technical Specifications, Drawings, Addenda, Bulletins and Modifications to those parts.
- (i) Day. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (j) Deliverables. The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required, under this Agreement, to provide to the Commission.
- (k) Key Personnel. Those job titles and individuals identified in Schedule F.

- (l) Project. Construction of a new 37,580 GSF, 390 student, 3-story Elementary School Annex located at 5650 North Mozart Street. The school will include 14 classrooms, 1 science classroom, 1 music classroom, a dining center, and hybrid kitchen. 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, and new sidewalks.
- (m) Project Schedule. The Project Schedule will be provided to the Architect in CPM and/or summary bar chart form. The Project Schedule will represent the information in Book 1 of the Contract Documents approved by the Commission for the Project. The Project Schedule will clearly identify major activities within the Project, including each phase of planning, design and construction. The Architect must provide details of their pre-construction activities and will promptly notify the Authorized Commission Representative whenever there is an actual or projected variance to the Project Schedule.
- (n) Record Documents. Drawings prepared by the Architect in an electronic editable format approved by the Commission showing significant changes in the work made during construction, based on marked-up prints, drawings, shop drawings and other data furnished by the Project's building contractor.
- (o) Services. Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.
- (p) Subconsultant or Subcontractor. Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.
- (q) User Agency. Chicago Public Schools (CPS).

**Section 2.02 Usage and Conventions**

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

**ARTICLE III. INCORPORATION OF DOCUMENTS**

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

**Section 3.01** The Architect of Record has read and agrees to comply with all provisions of the Resolution passed by the Board of Commissioners of the Commission on June 12, 2012, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

**Section 3.02** The Architect of Record has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [http://www.pbcchicago.com/pdf/RES\\_PBC\\_ECR\\_Code of EthicsAmendOct32011\\_20110920.pdf](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** Engagement. The Commission engages the Architect, and the Architect accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended by an Amendment to the Agreement as provided below in Section 4.14.

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

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

**Section 4.04** Nondiscrimination. In performing under this Agreement the Architect will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended: The Architect will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

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

Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Architect to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

**Section 4.06** Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

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

**Section 4.08** Document Control

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

- f.) The Architect shall submit all invoices in electronic format using the PBC's on-line collaboration and document management system. The Architect will receive training for the utilization of the system by the Commission. All submitted invoices shall include a cover page as provided by the Commission.

**Section 4.09** Compliance with Laws. In performing its engagement under the Agreement, the Architect must comply with all applicable federal, state and local laws, rules, and regulations.

**Section 4.10** Weekly Meetings. Weekly meetings for the Project and project Team will be scheduled upon the Commission's request for the duration of the Services. The Architect will cause such meetings to be attended by appropriate personnel of the Design Team engaged in performing or knowledgeable of the Services.

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

**Section 4.11** Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.

**Section 4.12** Performance Standard.

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



**Section 4.13** Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify negligent errors, omissions or ambiguities. The Commission has a committee that reviews the project for alleged errors and omissions by the Architect. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Architect will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, damages incurred by the Commission resulting from errors or omissions in the construction documents prepared by the Architect. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited, to the Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of this Agreement.

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

**Section 4.14** Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Architect, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment absent such written amendment.

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

**Section 4.16** Subcontract Terms and Conditions. Architect shall include a provision in any and all subcontracts that Architect may enter into for the performance of the Services that states that the subcontractor shall comply with the terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each subcontract for the performance of the Services shall provide that the Commission is a third-party beneficiary to the subcontract, and may enforce any of the subcontract terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Nothing in this Agreement, nor any subcontract to this Agreement, shall state, imply or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of the Architect or Architect's subcontractors. Each subcontract shall further require that by executing the subcontract, the subcontractor consents to an assignment of the subcontract by the Architect to the Commission upon the request of the Commission for such assignment.

## ARTICLE V. TERM

**Section 5.01** Duration. The term of the Agreement begins on the Commencement Date of Services specified in Schedule A, and subject to the provisions in this section, expires upon completion of the Services and acceptance of the Deliverables by the Commission.

**Section 5.02** Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Architect at least 30 days before the effective date of termination. So long as the Architect is not in default under this Agreement at the time of termination, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of termination. The Commission may exercise any right of set off regarding Architect's failure to properly perform Services from payments that are due to Architect.

**Section 5.03** Suspension by the Commission. The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Architect hereunder with respect to all or any part of the Services, by written notice given to the Architect at least 5 days before the effective date of suspension. During the notice period the Architect must wind down its Services. So long as the Architect is not in default under this Agreement at the time of suspension, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension

- (a) During the period the Architect's performance is suspended, the Architect is not entitled to incur fees or bill the Commission, except for Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Architect's invoices or claims). The Architect may bill such time spent during a suspension only if the Architect's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule D. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect's Services.
- (b) If the Architect is required to resume its Services under this Agreement, the Commission will notify Architect in writing, giving Architect a reasonable period not to exceed 10 days to remobilize itself. The Architect may bill such time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule D. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance with the provisions of Schedule C, establishing a revised Completion Date of Services, and Architect will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

**Section 5.04** Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Architect from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Architect on or before the effective date of termination or suspension. In no event will the Commission be liable to the Architect for any loss, cost or damage, including lost profits, which the Architect or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in it.

**Section 5.05** Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of

suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

#### **ARTICLE VI. COMPENSATION OF ARCHITECT; REIMBURSEMENT FOR EXPENSES**

The Commission will compensate the Architect for the Services in the amount and manner set forth in Schedule D.

#### **ARTICLE VII. RIGHTS AND OBLIGATIONS OF COMMISSION**

**Section 7.01** General and Specific. In connection with the administration of the Project by the Commission and the performance of the Agreement by the Architect, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:

- (a) Information. The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.
- (b) Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.
- (c) Site Data. To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
  - (i) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.
  - (ii) A certified title.
  - (iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements.
  - (iv) Title information as to restrictions, easements, zoning and deed restrictions.
  - (v) Information concerning availability of both public and service and utility lines. See Schedule A for more details.
  - (vi) If the Architect does procure these or any other services at the request of the Commission, the Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Architect be vicariously liable for the procured services.
- (d) Tests and Reports. To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule D.

- (e) Architect's Rights and Obligations with Respect to Commission-Provided Information ("CPI"). Architect may rely upon the CPI provided by the Commission as described in this Section 7.01, provided, however, that the Commission expects the Architect to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Architect to do so for the proper performance of the Services under this Agreement. The Commission makes no warranties and representations with respect to the accuracy of the information provided. Architect must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Authorized Commission Representative. In the event that Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation if, and only if, Architect furnishes reasonable and appropriate evidence that Architect has met its obligation to review and verify the CPI.

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

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

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

- (a) The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its subcontractors pursuant to this Agreement (the "Work") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- (b) The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.
- (c) The Architect represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.

- (d) In addition, the Architect represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the typical practices and performance standard of this Agreement. The Architect will provide the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Architect will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified by the Commission for any damages resulting from any such future re-use or adaptation of the Work by having the Executive Director and Architect execute an Electronic File Transfer Agreement in the form attached to this Agreement as Exhibit C.

#### **ARTICLE VIII. INDEMNIFICATION**

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

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

#### **ARTICLE IX. INSURANCE MAINTAINED BY THE ARCHITECT**

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

## ARTICLE X. DEFAULT

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

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

- (f) Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- (g) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, or the Chicago Public Schools. Architect acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.

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

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

## **ARTICLE XI. CLAIMS AND DISPUTES**

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

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

**Section 11.03** Dispute Procedure. In the event that the Authorized Commission Representative and Architect cannot resolve the Claim, the Architect may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 11.01 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

**Section 11.04** Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Commission Representative was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Architect must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Architect

disagrees with the Executive Director's final decision, the Architect may file a common law writ of certiorari in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Architect. However, the Architect must have followed the procedures in this section as a condition precedent to filing a common law writ of certiorari. The Architect shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

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

## **ARTICLE XII. CONFIDENTIALITY**

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

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

## **ARTICLE XIII. ASSIGNMENT**

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



## ARTICLE XIV. RELATIONSHIP OF PARTIES

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

## ARTICLE XV. GENERAL

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

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

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

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

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

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

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SCHEDULE A**  
**SCOPE OF SERVICES**

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

**A. Building Assessment and Concept Review**

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

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

**B. Design Development Phase**

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. Architect will collaborate in analysis and will prepare conceptual documentation such as narratives, drawings and specification detail necessary to illustrate alternative design development strategies under consideration by the Commission, and the Using Agency. These alternative strategies will be forward progression analysis of key decisions made in concept design and may include but are not limited to: alternative structural detailing; alternative design applications of base line building systems, sustainable systems and storm water management systems; materials; equipment; and constructability considerations.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. 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.
6. Draft development a hardware and device location plan for Commission and User Agency review and approval.
7. Draft development a signage plan and specifications for Commission and User Agency review and approval.
8. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.
9. 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.
10. Preparation of documents necessary to illustrate any required amendments to the public right of way.
11. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Department of Water Management, and Office of Emergency Management and Communications.
12. Conduct and prepare a code analysis package, including, but not limited to, the following components:
  - a) Occupancy classification
  - b) Construction type
  - c) Occupant load by area and floor
  - d) Travel distances
  - e) Accessibility
  - f) Exit types, units and widths
  - g) Plumbing fixture counts
  - h) Loading berths and parking requirements
  - i) Fire resistance requirements

13. Architect will prepare a Design Development Package including 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. 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) Issuance of approved Furniture, Fixture and Equipment Plan and Schedule.
  - f) Issuance of approved Hardware and Device Location Plan and Schedule.
  - g) Issuance of Submittal and Closeout Matrix.
  - h) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit, as shown in the Commission's Design Management Manual.
  - i) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
  - j) Updated Storm water Analysis and Management Proposal.
  - k) Proposed Public Right of Way Amendment Plan.
  - l) Provide an updated energy simulation model.
  - m) Issuance of initial MEP design and coordination documents.
  - n) Issuance of compilation of issued Meeting Minutes.
  - o) Issuance of code analysis package.
  - p) Provide a complete utility coordination and public infrastructure plan.
  - q) Documentation for User Agency Departmental Approvals.
  - r) Issuance of milestone packages for review.
  - s) Response to milestone review comments.
14. Issue hard copies of the Design Development Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Design Development Milestone Review. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.
15. A log of 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.
16. Using a complete set of Design Development Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost.
17. 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 aligning with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
18. Prepare a Design Development phase presentation to the Commission. Presentation to be made as directed in writing by the Authorized Commission Representative. Presentation shall include a colored Site Development Plan, Colored Floor Plans, Colored Elevations and a minimum of two Perspective Renderings.

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. At a minimum, the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:
  - a) Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the existing or designed ceiling height and the bottom of any new or existing structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
  - b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of existing or new slabs. Any limitations on embedded services will be noted on the construction documents.
  - c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
  - d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed and existing spaces and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
  - e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
3. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.

4. 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.
5. 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.
6. 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.
7. The Architect shall coordinate their scope with the Commission's Environmental Soils Management and Environmental Renovation /Demolition Consultant(s) in the development of the Commission's environmental bid documents and specifications. Scope coordination shall include but not be limited to the architectural, demolition, plumbing, mechanical, electrical sub-consultants. The environmental documents prepared under the supervision of the Commission's environmental consultants for the proper management of environmental soils, Asbestos Containing Material (ACM) Lead Based Paint (LBP) abatement/mitigation, and management/disposal of Hazardous Materials and Universal Waste shall be included as part of the construction document milestone submittals and bidding documents.
8. Prior to submission of 90% Construction Documents to the Commission, Architect shall prepare coordination documents to confirm that the various elements of the Architect's Construction Documents are sufficiently coordinated to support an accurate bid process and minimize the potential for change orders during the construction phase of the project. The Architect will resolve any known conflicts prior to issuing the Bid Set of documents. Coordination documents shall address the following, at a minimum:
  - a) Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.
  - b) Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
  - c) Inconsistencies between drawings and specifications (between disciplines and within each discipline).
  - d) As required to manage discipline coordination, the Architect must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the Commission's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the Commission.
9. At the completion of 90% Construction Documents, the Architect shall submit the project for permit.
  - a) Permit Submittal Phase: The Architect shall enter the project into the City of Chicago E-Plan permit system, obtain an application number, administer and obtain all required documentation, and upload all

required permit documents into the E-Plan Project Docs system for preliminary review. The Architect shall complete all permit submittal phase tasks on a timeline to facilitate Preliminary Approval from Department of Buildings Project Manager in accordance with the approved Commission schedule. For green permit submissions, the permit package shall include:

- (1) LEED registration information.
- (2) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit.
- (3) Current 90% Construction Drawings and Specifications
- (4) Energy Simulation Modeling.

b) Permit Review Phase: Architect shall monitor the progress of permit reviews and report on a weekly basis the status of reviews to the Authorized Commission Representative. At the conclusion of the first round of all reviews, the Architect shall respond to all permit comments and upload all required permit document corrections into the E-Plan Project Docs system for second review within a reasonable time (not to exceed 15 days) or in accordance with the Commissions approved schedule. The Architect shall complete all permit review activities on a timeline to facilitate permit approval in accordance with the Commission's approved schedule.

c) Permit Initiation Phase: Upon receipt of all Contractor permit documentation, upload all documents into the E-Plan Project Docs system for permit issuance.

10. 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

11. Prepare 60%, and 90% Construction Documents including modifications and revisions as approved by written direction of the Authorized Commission Representative. Construction Document Deliverables for each milestone 60% and 90% include:

- a) Certification of Compliance with Commission's Design Checklist
- b) Design Guidelines and Standards Deviation Log
- c) Request for Clarification (RFC) Log
- d) Request for Design Change (RFDC) Log
- e) Issue updated Submittal and Closeout Matrix
- f) Site Preparation Construction Documents (including specifications)
- g) Building Construction Documents (including specifications)
- h) Architect's Estimate of Probable Construction Costs in the format provided by the Commission for 60% and 90% Construction Documents.
- i) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit, as shown in the Commission's Design Management Manual.
- j) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.



- k) Energy Simulation Modeling Using Department of Energy DOE 2 Software. Using the DOE2 Energy Modeling Software, model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Commission. An updated model must be provided with each project milestone.
  - l) Updated Storm water Analysis and Management Proposal
  - m) Compilation of issued meeting minutes
  - n) Issuance of updated zoning analysis package and required rezoning documentation as required
  - o) Issuance of updated code analysis package
  - p) Issuance of updated MEP coordination documentation
  - q) Issuance of and coordination with Site Environmental and Environmental Demolition and Renovation drawings prepared by the Commissions Consultant
  - r) Issuance of milestone packages for review
12. Using a complete set of 60% and 90% Construction Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost.
  13. 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.
  14. Issue hard copies of the 60% and 90% 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.
  15. Review the 60% and 90% Construction Documents along with value engineering items, with the Authorized Commission Representative. Incorporate modifications and revisions into the Issue for Bid Documents as required aligning with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
  16. 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.
  17. If requested, attend the Commission's internal Bid Package Review Conference where the Commission will verify that the construction documents, including the coordination documents, prepared by the Architect are ready to issue for bids.
  18. 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.

## **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. Coordinate, assemble and submit the design phase package to the LEED Authority.

## **F. Construction Administration**

The Architect of Record shall be on site weekly to conduct construction administration. Time 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 each week of construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
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 and the Contractor's accuracy and completeness of submittals. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.

5. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
6. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
7. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
8. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
9. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.
10. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.
11. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
12. During Construction administer the Project's LEED compliance and submittal program as follow (this subsection may be applicable to the Project at sole discretion of the Commission):
  - a) Participate in the Leadership in Energy and Environmental Design (LEED) Construction kickoff mtg.

Agenda by the Commission purpose of the meeting is to outline the General Contractor (GC) responsibilities; outline path for all LEED information flow throughout the project.

- b) Serve as LEED On-Line Project Administrator:
  - i. Invite GC and whoever else Commission designates to join the LEED On-Line project.
- c) Manage LEED On-Line Design Submittal: Coordinate, assemble and submit design package to the Green Building Certification Institute (GBCI):
  - i. Assign Design Credits to consultants etc. to upload; Set reasonable timeline for each credit upload.
  - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package prior to submittal of the whole package to GBCI for review.
  - iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
  - iv. Monitor GBCI review timeline.
  - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
  - vi. Once all responses acceptable, submit for GBCI re-review.
  - vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
- d) Review/ comment/ approve GC's LEED Plans. Propose formats if required for Plans.
  - i. LEED AP qualifications,
  - ii. Erosion and Sedimentation Control Plan (ESCP) Plan (narrative and tracking plan)
  - iii. Waste Management Plan (narrative and tracking format - should align with requirements of Specification sections 01352 and 01524)
  - iv. Materials and Resources (MR) and Low Emitting Materials (LEM) Plans - tracking formats and narratives
  - v. Indoor Air Quality (IAQ) Plans - During Construction and Before Occupancy (Flush Out)
- e) Administer LEED as part of Construction Administration (CA) Includes:
  - i. Review LEED submittals for all materials that need them. (Submittal is incomplete until LEED portion is also complete.)
  - ii. AOR is to send MEP submittals to the Commissioning Authority (CxA); AOR's MEP consultant is to triage / review comments from CxA so only one set of comments is returned to the GC. Inform PBC if there is conflicting thinking and Owner input is required.
  - iii. Review monthly reports from GC and all backup for adequacy and completeness, and alignment with pace and submittals reported in overall submittal log.
  - iv. Have Mechanical engineer calculate or check calculations for flush-out for IAQ plan
  - v. Attend monthly LEED meetings to review monthly report content and discuss problems or concerns.
  - vi. Identify violations of IAQ management Plans during site walkthroughs. Understand content of GC's Plans and LEED credit intent.
  - vii. Keep tabs on Commissioning (Cx) process - make sure MEP consultants are engaged in / informed about the pace of the process, and any issues encountered.
- f) Manage LEED On-Line Construction Submittal: Coordinate, assemble and submit package to GBCI:
  - i. Assign Construction Credits; Set reasonable timeline for each credit upload.
  - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package (does it address LEED credit requirements adequately) prior to submittal of the whole package to GBCI for review.

- iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
  - iv. Monitor GBCI review timeline
  - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
  - vi. Once all responses are acceptable, submit for GBCI re-review.
  - vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
- g) Serve as project LEED Administrator throughout construction and closeout as required until LEED Certification is received.

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

#### **D. Close Out Phase**

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

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

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

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

The Architect shall provide the following Services:

- A. For all parts and phases of the project, if the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission and consistent process set forth in Schedule A. In the event that the Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the Commission-Provided Information, the Commission will consider a request for additional compensation in accordance with Article VII, Section 7.01.
- B. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
  1. Specifications will follow performance criteria outline format.
  2. Specifications will identify acceptable manufacturers.
  3. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
  4. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
- C. 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.
- D. 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.
- E. 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.

- F. Develop a furniture, fixture and equipment plan to locate electronic devices, including power, data, communications, security and life safety equipment.
- G. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels or geothermal panels, public art).
- H. 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.
- I. 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.
- J. The Architect will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.
- K. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
  1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Deputy Director of Utility Coordination. The Architect will assist the Deputy Director of Utility Coordination as necessary.
  2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
  3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
  4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
  9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
  10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
  11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- L. 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.
- M. If the Architect takes any photographs of the Project for any purpose, Architect shall provide a complete set of such photographs, in negative or digital format, to the Commission.
- N. The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**SCHEDULE B**  
**PROJECT DOCUMENTS**

Preliminary Conceptual Design documents transferred on **October 2, 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: N/A**

Conceptual Transfer: Preliminary Conceptual Design documents shall be transferred no later than **October 2, 2014**

**E. Building: Schematic Design Phase: N/A**

**F. Building: Design Development Phase:**

Design Development Documents shall be completed no later than **November 14, 2014**.

**G. Building: Construction Documents Phase:**

1. 60% Construction Documents: 60% Construction Documents shall be completed no later than **January 16, 2015**.
2. 90% Construction Documents & Permit: 90% Construction Documents shall be completed no later than **March 6, 2015**.
1. Bid Preparation and Issue for Bid: Bid preparation documents shall be completed no later than **April 17, 2015** and Issue for Bid on **April 22, 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 **April 22, 2015** and due on **May 20, 2015**. PBC intends on awarding the project on **June 9, 2015**.

**III. Building: Construction Phase Services:**

Construction of the Project building shall be completed no later than **June 10, 2016** following the issuance of Notice to Proceed to the contractor.

**IV. Building: Time of Completion**

Time of completion for the 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 **\$1,122,000** plus an estimated budget of **\$97,850** 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:**

|   |     |                       |
|---|-----|-----------------------|
| <b>Site Preparation</b>                 |     | 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                   |
| <b>Design/ Engineering of Building:</b> |     | <b>\$1,122,000.00</b> |
| Schematic Design                        | 15% | <b>\$168,300.00</b>   |
| Design Development                      | 20% | <b>\$224,400.00</b>   |
| Construction Documents                  | 35% | <b>\$392,700.00</b>   |
| Bidding Phase Services                  | 5%  | <b>\$56,100.00</b>    |
| Construction Phase Services             | 20% | <b>\$224,400.00</b>   |
| Project Close-out                       | 5%  | <b>\$56,100.00</b>    |

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Hourly Direct Salary Rate Schedule for Additional Service Work

**A/E Fee Proposal Analysis**  
 Public Building Commission of Chicago  
 Richard J. Daley Center  
 50 W Washington Street, Room 200  
 Chicago, IL 60602

Architrave, Ltd.  
 Comm. No.: P1314  
 Date: 11/4/2014

CPS- Minnie Mars Jamieson Elementary School Annex  
 5650 N Mozart St  
 Chicago, IL 60646

| <b>Hourly Rate Schedule through 12/31/2016</b> |  |                           |                       |                    |
|--|--|---------------------------|-----------------------|--------------------|
| <b>Firm/Staff</b>                              | <b>Role</b>                                  | <b>Direct Salary Rate</b> | <b>Multiple X 2.5</b> | <b>Hourly Rate</b> |
| <b>Architrave/Architect of Record</b>          |  |                           |                       |                    |
| Ruben Gil                                      | Principal in Charge                          | \$ 72.00                  | 2.50                  | \$ 180.00          |
| Angela Tonic                                   | Project Manager                              | \$ 44.00                  | 2.50                  | \$ 110.00          |
| Todd Svoboda                                   | Senior Project Manager/Systems Coordinator   | \$ 52.00                  | 2.50                  | \$ 130.00          |
| Derek Rice                                     | Senior Project Architect/Systems Coordinator | \$ 44.00                  | 2.50                  | \$ 110.00          |
| Max Riordan                                    | Project Architect                            | \$ 36.00                  | 2.50                  | \$ 90.00           |
| Janine Westlund                                | Staff Architectural Designer                 | \$ 27.00                  | 2.50                  | \$ 67.50           |
| Mariela Bayer                                  | Staff Architectural Designer                 | \$ 27.00                  | 2.50                  | \$ 67.50           |
| <b>HJ Kessler Associates/LEED Consultant</b>   |  |                           |                       |                    |
| Heleen Kessler                                 | Principal                                    | \$ 81.73                  | \$ 2.50               | \$ 204.33          |
| <b>TERRA Engineering/Civil &amp; Landscape</b> |  |                           |                       |                    |
| Jamil Bou-Saab                                 | Principal                                    | \$ 93.59                  | 2.50                  | \$ 233.98          |
| Danielle Kowalewski                            | Sr. Project Manager                          | \$ 39.66                  | 2.50                  | \$ 99.15           |
| Kelly Mills                                    | Project Manager                              | \$ 39.42                  | 2.50                  | \$ 98.55           |
| Alina Carrillo                                 | Project Engineer                             | \$ 29.57                  | 2.50                  | \$ 73.93           |
| Katherine Kenefake                             | Project Engineer                             | \$ 21.15                  | 2.50                  | \$ 52.88           |
| Bill Schmidt                                   | Sr. Landscape Architect                      | \$ 46.15                  | 2.50                  | \$ 115.38          |
| Brooke David                                   | Landscape Architect                          | \$ 29.57                  | 2.50                  | \$ 73.93           |
| Ashley Johnson                                 | Landscape Architect                          | \$ 19.23                  | 2.50                  | \$ 48.08           |
| <b>KJWW Engineering/Structural &amp; MEP</b>   |  |                           |                       |                    |
| Scott Wiercinski                               | Project Executive                            | \$ 77.40                  | 2.50                  | \$ 193.50          |
| Lew Hamilton                                   | Project Executive                            | \$ 76.63                  | 2.50                  | \$ 191.58          |
| Greg Sandman                                   | Project Manager - Lead Mechanical Eng        | \$ 51.92                  | 2.50                  | \$ 129.80          |
| Sandra Petranu                                 | Lead Electrical Eng                          | \$ 46.54                  | 2.50                  | \$ 116.35          |
| Alyssa Fee                                     | Lead Structural                              | \$ 40.63                  | 2.50                  | \$ 101.58          |
| Jeff Burton                                    | Lead Technology Designer                     | \$ 52.64                  | 2.50                  | \$ 131.60          |

## 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:

1. Plotting, printing and distribution of drawings and specifications for the purpose of coordination between members of the Architect's team, or otherwise incidental to the Architect's Services are not Reimbursable Expenses.
2. Office and administrative expenses, including telephone system expenses, photocopying, duplicating costs, postage, office & drafting supplies, fax and delivery services (except as noted above in A. 1. and A. 2. are not Reimbursable Expenses.

- B. The following shall be Reimbursable Expenses provided that the Architect has obtained the prior written approval by the Authorized Commission Representative:

1. Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.
2. Fees and costs of special consulting services requested by the Commission such as acoustical, theater, food service, masonry, roofing and elevator consultants will be paid as a reimbursable expense. Civil, structural, mechanical, electrical, plumbing and fire protection engineering services are included within the Fixed Fee.
3. Costs for rental or purchase of special items or equipment requested by the Commission.
4. Fees and costs to secure necessary permits or civil agency approvals, including permit fees and expenditure fees.
5. Costs of surveys, geotechnical and environmental technical testing and reports.
6. Other direct costs of the Project may be approved as a Reimbursable Expense by Commission's Authorized Representative provided that written approval is obtained in advance of incurring the expense and provided that the expense is to be reimbursed on a Lump Sum basis.

## III. METHOD OF PAYMENT

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

Each invoice must reference the contract number and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms

of the Agreement, the Architect must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.

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

2. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Architect.
3. Invoice Disputes. If the Commission disputes certain items in the Architect's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

#### **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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SCHEDULE E**  
**INSURANCE REQUIREMENTS**

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

**E.1. INSURANCE TO BE PROVIDED:**

**E.1.1. Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago, Board of Education of the City of Chicago and City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

**E.1.3. Automobile Liability (Primary and Umbrella)**

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

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

**E.1.4. Professional Liability**

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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



### **E.1.5. Property**

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

### **E.1.6. Valuable Papers**

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

### **E.1.7 Contractors Pollution Liability**

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

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

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

## **ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

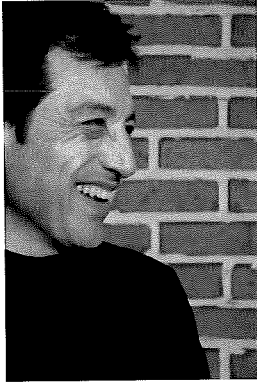
The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

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

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

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

**SCHEDULE F**  
**KEY PERSONNEL**



**Ruben Gil** LEED AP AIA, Principal

As a principal of Architrave, Ltd., Ruben Gil is responsible for the business activity of the firm. Further, he personally directs the performance of client services from the design of a project through its construction. Mr. Gil has over thirty years of experience in architectural practice, with a focus on commercial and institutional project types.

Mr. Gil holds a Bachelor of Architecture degree from the University of Illinois at Chicago, is registered with the National Council of Architectural Registration Boards, and is a licensed architect in the State of Illinois. He established Architrave, Ltd. in 1986 and has been responsible for direction of a wide range of projects including the following:

**Public Building Commission, James Shields Middle School: Chicago, Illinois [2012]**

**Illinois Sports Facilities Authority, US Cellular Field, 35TH St Development: Chicago, Illinois [2010]**

**Chicago Public Schools, Benito Juarez High School: Chicago, Illinois [2010]**

**Chicago Transit Authority, Reconstruct Rail Station, Howard/Red Line: Chicago, Illinois [2009]**

**Saint Agnes of Bohemia, New Construction of K-8 School: Chicago, Illinois [2008—Concept design]**

**UNO Charter School, New Construction Study: Chicago Illinois [2007]**

**Chicago Transit Authority, Wilson Red line renovation: Chicago, Illinois [2007]**

**Associates In Nephrology, Corporate Office Relocation: Chicago, Illinois [2007]**

**Chicago Public Schools, John L. Marsh Elementary School: Chicago, Illinois [2006]**

**Chicago Transit Authority, Blue Line Rehabilitation: Chicago and Cicero, Illinois [2005]**

**Chicago Public Schools, Josephine C. Locke Elementary: Chicago, Illinois [1999]**



**Angela Tusic NCARB, LEED AP, Associate**

As a Project Architect with Architrave Ltd., Angela Tusic is a member of the architectural design team which provides services throughout the duration of the project. She has thirteen years of experience in the practice of architecture with a concentration in education, transit and institutional architecture and prior experience in historic residential architecture.

Ms. Tusic holds a Masters of Architecture from the University of Illinois at Chicago, is registered with the National Council of Architectural Registration Boards, and is a licensed architect in the State of Illinois. She joined Architrave, Ltd. in 2003 and has participated on the following projects:

**Chicago Park District, Park 553: Chicago, Illinois [2013]**

**Chicago Housing Authority, ABLA Community Center: Chicago, Illinois [2013]**

**Public Building Commission, James Shields Middle School: Chicago, Illinois [2012]**

**Chicago Public Schools, Design Manager with Cannon Design Team: Chicago, Illinois [2009-2012]**

**UNO Charter School Network, Gage Park Elementary Chicago, Illinois [2010]**

**Chicago Public Schools, Benito Juarez High School: Chicago, Illinois [2010]**

**Chicago Transit Authority, Reconstruct Rail Station, Howard/Red Line: Chicago, Illinois [2009]**

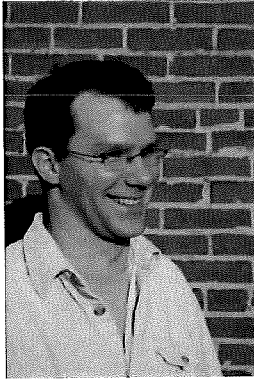
**State of Illinois, Capital Development Board, Department of Human Services, Life Safety Work & Renovate Pavilions, Madden Mental Health Center: Hines, Illinois [2005]**

**Our Lady of Guadalupe, Church Accessibility: Chicago, Illinois [2005]**

**Advocate Illinois Masonic Medical Center, PACS Reading Room: Chicago, Illinois [2004]**

**Tamayo Financial Services, Division & Hoyne Office: Chicago, Illinois [2004]**

**Chicago Transit Authority, 98th Street Yard and Shop Study: Chicago, Illinois [2004]**



**Todd E. Svoboda** Associate

As an Associate and Senior Designer with Architrave, Ltd., Todd E. Svoboda takes a leadership role on the architectural design team which provides services throughout the duration of a project. He has nineteen years of experience in the practice of architecture with a concentration in commercial, healthcare and transportation.

Mr. Svoboda holds a Bachelor of Architecture from the University of Illinois at Chicago. He joined Architrave, Ltd. in 1999 and has participated on the following selected projects:

**University Of Chicago Medicine, Center for Care and Discovery—3rd and 4th Floor Patient Unit Build-Out: Chicago, Illinois [On-going]**

**University Of Chicago Medicine, J & MPS 4th Floor Renovation: Chicago, Illinois [2014]**

**Transystems Corporation, CTA GEC—Bus Hoist Replacement: Chicago, Illinois [2013]**

**Public Building Commission, James Shields Middle School: Chicago, Illinois [2012]**

**Chicago Housing Authority, Pomeroy Senior Apartments: Chicago, Illinois [2011]**

**Chicago Public Schools, Benito Juarez High School: Chicago, Illinois [2010]**

**Illinois Sports Facilities Authority, US Cellular Field, 35TH St Development: Chicago, Illinois [2010]**

**Chicago Transit Authority, Reconstruct Rail Station, Howard/Red Line: Chicago, Illinois [2009]**

**Associates in Nephrology, Vascular Access North Side: Chicago, Illinois [2009]**

**Associates in Nephrology, Corporate Office Relocation: Chicago, Illinois [2007]**

**Chicago Public Schools, John L. Marsh Elementary School: Chicago, Illinois [2006]**

**Tamayo Financial Services, Orland Park Office: Orland Park, Illinois [2005]**

**Chicago Transit Authority, Blue Line Rehabilitation: Chicago and Cicero, Illinois [2005]**



**Derek Rice** AIA, Architect

As a Project Architect with Architrave Ltd., Derek Rice is a member of the architectural design team which provides services throughout the duration of a project. He has seventeen years of experience in the practice of architecture with a concentration in commercial and health care and prior experience in residential architecture.

Mr. Rice holds a Masters of Architecture from the University of Illinois at Chicago, is registered with the National Council of Architectural Registration Boards, and is a licensed architect in the State of Illinois. He joined Architrave, Ltd. in 2007 and has participated on the following projects:

**University of Chicago Medicine, Digital Radiology Equipment Replacement: Chicago, Illinois [2013]**

**University of Chicago Medicine, CT/Spect Renovation: Chicago, Illinois [2013]**

**Public Building Commission, James Shields Middle School: Chicago, Illinois [2012]**

**University of Chicago Medical Center, Autopsy Renovation: Chicago, Illinois [2011]**

**Amtrak Union Station Terminal Facilities Improvements Chicago, Illinois [2010]**

**Illinois Sports Facilities Authority, US Cellular Field, 35TH St Development: Chicago, Illinois [2010]**

**Advocate Illinois Masonic Medical Center, Operating Rooms Renovation: Chicago, Illinois [2009]**

**Illinois Sports Facilities Authority, US Cellular Field, Convertible Suites and Restrooms: Chicago, Illinois [2008]**

**Rush University Medical Center, Marketing Department Relocation: Chicago, Illinois [2008]**

**Associates in Nephrology, Medical Offices Relocation: Evergreen Park, Illinois [2007]**

**Chicago Transit Authority, Wilson Red line renovation: Chicago, Illinois [2007-Design]**



**Max Riordan** LEED AP, Architect

As an Architect with Architrave, Ltd., Max Riordan is a member of the architectural design team which provides services throughout the duration of a project.

Mr. Riordan holds a Bachelor of Arts in Architectural Studies from the University of Illinois at Chicago and is a licensed architect in the state of Illinois. He joined Architrave, Ltd. in 2006 and has participated on the following projects:

**University of Chicago Medicine, Digital Radiology Equipment Replacement: Chicago, Illinois [2013]**

**University of Chicago Medicine, CT/Spect Renovation: Chicago, Illinois [2013]**

**Rush University Medical Center, Breast Imaging Center – Screening/Diagnostic: Chicago, Illinois [2012]**

**Public Building Commission, James Shields Middle School: Chicago, Illinois [2012]**

**Chicago Housing Authority, Pomeroy Senior Apartments: Chicago, Illinois [2011]**

**Chicago Public Schools, Benito Juarez High School: Chicago, Illinois [2010]**

**Prime Care Community Health, Medical Clinic: Chicago, Illinois [2010]**

**Associates In Nephrology, Vascular Access Lab: Chicago, Illinois [2009]**

**Instituto Health Sciences Career Academy School: Chicago, Illinois [2009– Conceptual Design]**

**Chicago Transit Authority, Wilson Red line renovation: Chicago, Illinois [2009]**

**Saint Agnes of Bohemia, New Construction of K-8 School: Chicago, Illinois [2008 – Conceptual Design]**

**Advocate Illinois Masonic Medical Center, Blood Bank Lab Renovation [2006-ongoing]**

**Chicago Transit Authority, Bus Garage Alterations: Forest Glen, Illinois [2002 – 2008]**





## **Mariela Bayer**

As an Architectural Designer with Architrave Ltd., Mariela is responsible for project design and development through all stages from conception through completion. She has two years of experience in the practice of architecture, with a concentration in hospitality and commercial markets.

Ms. Bayer holds a Bachelors of Architecture from Iowa State University, is an Associate AIA Member and ARE candidate. She joined Architrave, Ltd. in 2014 and is participating on the following projects:

**Claretian Associates, CTU Immigrant Welcoming Center : Chicago, Illinois [2015]**

Mariela's prior experience with prominent national firms includes the following projects and clients:

**Hyatt Corporation, Hyatt Place:  
Champaign, Illinois [2014]**

**Draper & Kramer, Lake Meadows Retail Renovation:  
Chicago, Illinois [2014]**

**Natural Markets Food Group, Mrs. Green's Natural Market:  
Chicago, Illinois [2013]**

**DDR Corporation, Brookside Marketplace:  
Tinley Park, Illinois [2013]**

Prior to joining Architrave Ltd., Miss Bayer gained experience working for the following firms:

**Adrian Smith + Gordon Gill: 2014**  
Position: Architectural Designer

**Solomon Cordwell Buenz: 2013**  
Position: Architectural Designer

**DLR Group: 2012-2013**  
Position: Architectural Designer



**Janine Westlund LEED Green Associate**

As an Architectural Designer with Architrave Ltd., Janine is responsible for project design and development through all stages from conception through completion. She has three years of experience in the practice of architecture, with a concentration in healthcare and senior living markets.

Ms. Westlund earned a Master of Architecture degree with a Professional Option in Architectural Structures from the University of Illinois Urbana-Champaign. She is also a LEED Green Associate pursuing licensure as an ARE candidate. She joined Architrave, Ltd. in 2014 and is participating on the following projects:

**University of Chicago Medicine, Center for Care and Discovery:  
Chicago, Illinois [2015]**

Janine’s prior experience includes the following projects and clients:

**Central DuPage Hospital, Behavioral Health & Movement Disorder  
Units:  
Winfield, Illinois [2014]**

**Little Company of Mary Hospital, Medical Office Building and Tenant  
Suites:  
Chicago, Illinois [2013]**

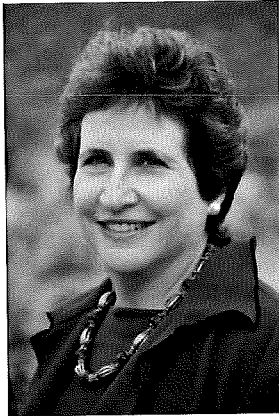
**Loretto Hospital, Fifth Floor Patient Room Wing Renovation:  
Chicago, Illinois [2013]**

**Edward Hines Jr. VA Hospital, Radiology Suite Renovation  
Hines, Illinois [2013]**

Prior to joining Architrave Ltd., Miss Westlund gained experience working for the following firms:

**PFB Architects: 2011-2014**  
Position: Architectural Designer

**Matocha Associates: 2006-2008**  
Position: CAD Technician, Summer Intern



**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 70 LEED projects. Projects include college, university, K-12 schools, hotels, office, commercial interiors, municipal, museum and many other project types.

**Education**

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

**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),  
LEED Fellow  
Commercial Real  
Estate Executive  
Women (former  
Board member and  
Secretary)  
Illuminating  
Engineering Society  
of North America  
Lambda Alpha

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 – 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," "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 as well as its Chapter Leader award, the inaugural Illinois Real Estate Journal Women in Real Estate "Impact award" and Alumnus of the Year, The University of Arizona Honors College. She is a member of the inaugural class of LEED Fellows.

**LEED/Sustainability consultant -- selected projects:**

- Jewish Reconstructionist Congregation, Evanston, award-winning 30,000 sf new synagogue, LEED Platinum certified
- 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
- Sarah E. Goode STEM Academy, 200,000 sf high school, first Chicago high school to achieve LEED Platinum certification.
- UIUC Ikenberry Hall Phases E & G (Residence Hall no. 2), new residence hall on the University of Illinois Champaign campus

- achieved LEED BD+C 2009 Platinum certification. HJKessler is also LEED consultant for Residence Hall no. 3.
- Chicago Theological Seminary, new 78,000 sf facility on University of Chicago campus - LEED Gold certified
  - Garrett Evangelical Theological Seminary Loder Hall, gut rehab of historic building (35,000 sf residence hall), achieved LEED Gold certification.
  - Hyatt Regency McCormick Place addition, 462 key hotel, achieved LEED Gold certification
  - Virgin Hotel, Chicago, gut rehab of historic building designed to achieve at minimum LEED Silver certification
  - 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.
  - 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.
  - Northwestern University New Kellogg School of Management, 350,000 sf new building, designed to achieve minimum LEED Gold.
  - Liberty Mutual Hoffman Estates and Warrenville, two design/build office buildings, 100,000 sf and 150,000 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 Calmecca 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.
  - Northwestern Memorial Healthcare Medical Office Building in Grayslake, IL (87,000 sf) achieved LEED Silver Certification.
  - Museum of Broadcast Communications, Chicago, IL, gut rehab, designed to achieve LEED Gold certification.
  - Richard M. Daley (RMD) (16,000 sf), Greater Grand Crossing (9,000 sf) and Edgewater Branch (18,000 sf) Public Libraries, prototype branch libraries. All achieved LEED Gold certification.

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



## JAMIL BOU-SAAB, PE

Executive Vice President / Principal-in-Charge



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

**NORTHWESTERN LAW SCHOOL ATRIUM ADDITION / Chicago, Illinois / Principal-in-Charge /** Provided project management, site design, and stormwater management for an addition to the law school at Northwestern's Streeterville campus. The project included a building addition as well as a raised outdoor terrace. The water and sanitary service were routed under the terrace and replaced with stronger pipe required additional coordination with the design team.

**NORTHWESTERN UNIVERSITY / Evanston, Illinois / Principal-in-Charge of Planning, Design and Construction Administration.** The assessment of each recreational facility included a structural evaluation inclusive of the spectator areas, box offices, playing areas, locker rooms, and buildings. Along with the structural evaluation, a Civil/Site assessment was conducted evaluating the conditions of the playing fields and surfaces, spectator and parking logistics, and utility infrastructure conditions.

**WRIGLEY FIELD'S 1060 PROJECT / Chicago, Illinois / Principal-in-Charge /** TERRA is the civil engineer of record for all phases of the Wrigley Field Renovation project. Improvements include expansion to the iconic Wrigley Field ballpark, including drainage analysis and engineering to mitigate historical water management issues. In addition to work at the ballpark, TERRA is designing the grading, drainage, and underground utilities for a new plaza and office building on the west side of the ballpark. TERRA is utilizing the latest in BIM technology for civil engineering practice to assist in analyzing sewer hydraulics and conflicts with existing and proposed utilities.

**UNIVERSITY OF CHICAGO – SAIH HALL FOR ECONOMICS / Chicago, Illinois / Principal-in-Charge /** Provided project management and site engineering oversight, inclusive of pavement design, utility connections, grading and drainage, stormwater management and LEED documentation for this complex building renovation and addition project (formerly Freidman Center) at the university.

**COURTHOUSE PERIMETER SECURITY AND LANDSCAPE ENHANCEMENTS / Cook County, Illinois / Principal-in-Charge /** This project's goal was to increase pedestrian safety for nine county courthouse and judicial facilities. Enhancements included new accessible walkways, plaza building entries, site furnishings, pedestrian lighting, bollards, crash barriers and ornamental plantings.

**CHICAGO PUBLIC SCHOOLS CAPITAL IMPROVEMENT PROGRAM / Chicago, Illinois /** Provided principal civil engineering for the following schools receiving improvements as part of the capital improvement program:

- |                           |                                |
|---------------------------|--------------------------------|
| Brown Elementary School   | Medill Intermediate School     |
| Chappel Elementary School | Montefiore Special School      |
| Gage Park High School     | Mount Vernon Elementary School |
| Hanson Park School        | Ogelsby Elementary School      |
| Lewis Elementary School   | Park Manor Elementary School   |

### EDUCATION

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 Engineers, Member

Innovative Conference on Asphalt and Transportation, Committee Member

Citizen Council of Oak Park River Forest High School, Member

Children's Hospital of University of Illinois – Chicago, Board Member



▲ **Education**

Bachelor of Architecture,  
Illinois Institute of Technology,  
Chicago, Illinois, 2004

Minor in Computer Aided Design,  
Illinois Institute of Technology,  
Chicago, Illinois, 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:

**Powell Elementary School, Chicago, Illinois.** Site design and project management for the elementary school, inclusive of a permeable paver parking lot. This project boasts zero discharge of storm water to the City sewer, up to the 100YR rain event. This project was awarded the 2012 Merit Award for Waste and Storm Water from ACEC Illinois Chapter.

**Benito Juarez Community Academy, Chicago, Illinois.** Site design and project management for the high school, inclusive of a soccer field, softball field, a large permeable paver plaza, and coordination with Chicago Department of Water Management regarding bioswale streetscape design. Work also included awareness of various utility easements trisecting the site as well as appropriate utility design in response. This project was awarded the 2012 Sustainability Project of the Year from the American Society of Civil Engineers.

**Brighton Park Elementary School, Chicago, Illinois.** Site design and project management for this 3-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.

**Jones High School, Chicago, Illinois.** Provided project oversight and shared project management for the proposed 8-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.

**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. 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.

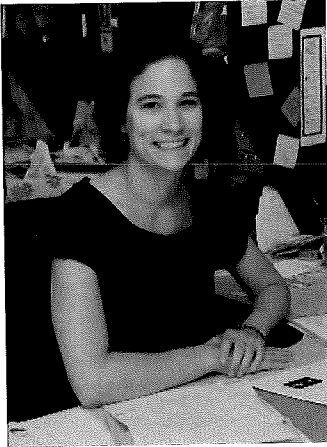
**Lawndale Elementary School, Chicago, Illinois.** Principal civil engineer for work associated with demolishing an existing school building and replacing it with a new pedestrian plaza and parking lot. The plaza, constructed of permeable pavers, provides outdoor gathering and play space for students.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

**Chicago Public Schools Capital Improvement Program, Chicago, Illinois.** Provided project oversight and shared project management associated with civil engineering for the following schools receiving improvements as part of the capital improvement program:

- |                              |                                |
|------------------------------|--------------------------------|
| Ogelsby Elementary School    | Medill Intermediate School     |
| Park Manor Elementary School | Montefiore Special School      |
| Gage Park High School        | Mount Vernon Elementary School |
| Hanson Park School           | Lewis Elementary School        |

**ALINA CARRILLO, PE**

Project Engineer



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:

**NORTHWESTERN LAW SCHOOL ATRIUM ADDITION** / Chicago, Illinois / Project Engineer / Provided project management, site design, and stormwater management for an addition to the law school at Northwestern's Streeterville campus. The project included a building addition as well as a raised outdoor terrace. The water and sanitary service were routed under the terrace and replaced with stronger pipe required additional coordination with the design team.

**UNIVERSITY OF CHICAGO – NEUBAUER FAMILY COLLEGIUM** / Chicago, Illinois / Project Engineer / Provided project management and site design for a full renovation of the Neubauer Family Collegium. A terrace was added to the west side of the building along with a ramp meeting ADA requirements. The existing utilities were evaluated and the water service will be replaced.

**ABLA COMMUNITY CENTER** / Chicago, Illinois / Project Engineer / Site design, stormwater management, and permitting for the renovation of the ABLA Community Center in south Chicago. The project added a parking lot to the site as well as sidewalk, a utility yard and shed, and updated the crosswalk and ramps to be ADA compliant. A concrete detention tank is located under the parking lot to meet the city's detention requirements and provide for the 100-year storm.

**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 sealcoated and restriped for efficiency and to meet landscape, zoning, and ADA requirements. TERRA also provided landscape services to provide a play area with underground detention. An aggregate trench was installed to meet DWM's requirements and to increase drainage of the site.

**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.

**ST. CAMILLUS CHURCH** / Chicago, Illinois / Project Engineer / Site design, stormwater management, permitting, and construction administration for just over one acre of parking divided across Lorel Avenue on Chicago's southwest side. The asphalt parking lot required two stormwater detention tanks in order to meet the current Department of Water Management regulations and handle the 100-year storm event. Several above grade ramps were added to the building exterior to meet ADA requirements. Extensive coordination was required to locate and protect the nearly 100-year-old building's existing infrastructure. Site observations were provided during civil design installations along with review of product submittals and review of RFIs in coordination with the design team.

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

**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**

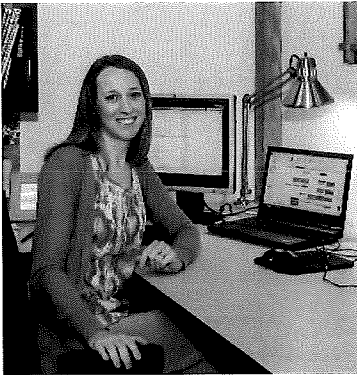
Professional Engineer, IL, 2013

**PROFESSIONAL AFFILIATIONS**

American Society of Civil Engineers, Member

**BROOKE DAVIS**

Landscape Designer



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

**NORTHWESTERN LAW SCHOOL ATRIUM ADDITION** / Chicago, Illinois / Landscape Designer / Provided project management, site design, and stormwater management for an addition to the law school at the Streeterville campus. The project included a building addition as well as a raised outdoor terrace. The water and sanitary service were routed under the terrace and replaced with stronger pipe required additional coordination with the design team.

**EDUCATION**

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

**BROOKFIELD ZOO ADA RAMPS** / Brookfield, Illinois / Landscape Designer / Worked directly with zoo staff and personnel to improve the ADA accessibility of the BZ Redhots restaurant and the Seven Seas Exhibit. The proposed design incorporates custom graphics formed into the walls lining the new ADA pathways, new landscape planting, and custom animal railings. Individual responsibilities on this project include designing and detailing the hardscape and landscape elements, bidding and contractor selection assistance, and construction observation when construction begins.

**CHICAGO VOCATIONAL CAREER ACADEMY** / Chicago, Illinois / Designer / Currently providing landscape architectural design services for this multi-phase project including preparing a Site Master Plan to assist in the overall project phasing and the incorporation of site program features being deferred until future funding is available. The current design phase is focused on bringing the site into compliance with the Chicago Landscape Ordinance and ADA Requirements. The Site Master Plan includes the layout of a new parking lot and service drives, pedestrian walkways, and a running track with an artificial turf football field.

**ILLINOIS VETERAN'S HOME** / Chicago, Illinois / Designer / Designer for site and roof garden spaces for a new 200-unit, full care veteran's home located on a 7.8-acre site on the northwest side of Chicago. Site improvements included the design and layout of parkway and site landscaping including pedestrian walkways, site lighting, three exterior courtyard spaces designed as an extension of the interior building space and two rooftop "sensory" garden spaces for resident use. The landscape design uses native and adapted plantings providing an attractive, low maintenance and water efficient alternative to traditional landscaping.

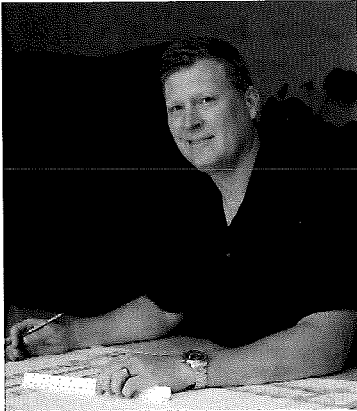
**HYDE PARK STREETScape IMPROVEMENTS** / Chicago, Illinois / Designer / Responsible for working with the University of Chicago to develop conceptual streetscape improvements and order of magnitude cost for five streets within and around the University of Chicago main campus. Conceptual designs focused on the University's and Chicago Department of Transportation's (CDOT) desire to incorporate Complete Streets principles and CDOT's new "Sustainable Infrastructure Design Guidelines and Policies".

**MILE SQUARE HEALTH CENTER** / Chicago, Illinois / Designer / Provided landscape architectural design for a new medical building incorporating sustainable design elements. Landscape improvements include a new entry plaza featuring precast benches, architecturally finished pavement, native and drought tolerant landscape and site fencing. Construction observation services were also provided during the landscape installation.



**WILLIAM SCHMIDT, RLA, ASLA, LEED AP**

Project Manager / Senior Landscape Architect

**EDUCATION**

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

**LICENSES / CERTIFICATES**

Registered Landscape Architect, IL

**PROFESSIONAL AFFILIATIONS**

American Society of Landscape Architects, Member

United States Green Building Council, National/Corporate Member

United States Green Building Council, Illinois Chapter, Member

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

**NORTHWESTERN LAW SCHOOL ATRIUM ADDITION** / Chicago, Illinois / Senior Landscape Architect / Provided project management, site design, and stormwater management for an addition to the law school at the Streeterville campus. The project included a building addition as well as a raised outdoor terrace. The water and sanitary service were routed under the terrace and replaced with stronger pipe required additional coordination with the design team.

**NORTHWESTERN UNIVERSITY PARKING GARAGE** / Evanston, Illinois / Principal designer for site and landscape improvements for a new parking structure located at the north end of campus. Site improvements included building entry plazas that features raised planters to integrate ADA ramps and stairs. In addition to the landscape planting around the building plantings were also included for the new alignment of Campus Drive, the main entry into the campus from the north.

**HYDE PARK STREETScape IMPROVEMENTS** / Chicago, Illinois / Project Manager / Responsible for working with the University of Chicago to develop conceptual streetscape improvements and order of magnitude cost for five streets within and around the University of Chicago main campus. Conceptual designs focused on the University's and Chicago Department of Transportation's (CDOT) desire to incorporate Complete Streets principles and CDOT's new "Sustainable Infrastructure Design Guidelines and Policies".

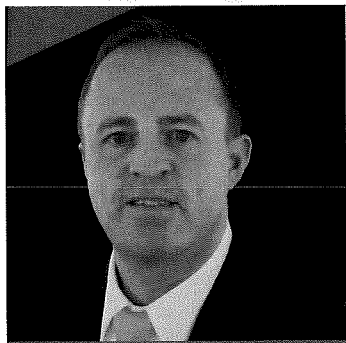
**UNIVERSITY OF CHICAGO MEDICINE** / Orland Park, Illinois / Senior Landscape Architect / Principal designer for a new 4.1-acre ambulatory clinic building. The majority of the project site consisted on a four-story building and 580-car parking deck. Landscape architecture services included developing plan renderings for entitlement approvals of site landscape meeting Village Standards and development of planter on structure of trees and landscape planting integrated with the parking structure. Construction observation services will also be provided during the landscape installation.

**CHICAGO VOCATIONAL CAREER ACADEMY** / Chicago, Illinois / Currently providing landscape architectural design services for this multi-phase project including preparing a Site Master Plan to assist in the overall project phasing and the incorporation of site program features being deferred until future funding is available. The current design phase is focused on bringing the site into compliance with the Chicago Landscape Ordinance and ADA Requirements. The Site Master Plan includes the layout of a new parking lot and service drives, pedestrian walkways, and a running track with an artificial turf football field.

**ILLINOIS VETERAN'S HOME** / Chicago, Illinois / Principal designer for site and roof garden spaces for a new 200-unit, full care veteran's home located on 7.8-acre site on the northwest side of Chicago. Site improvements included the design and layout of parkway and site landscaping including pedestrian walkways, site lighting, three exterior courtyard spaces designed as an extension of the interior building space and two rooftop "sensory" garden spaces for resident use.

# SCOTT WIERCINSKI, PE, SE

The FUTURE.  
Built SMARTER.



**ROLE:**  
**Lead Structural Engineer**

Scott brings experience in a wide range of projects using a variety of materials including steel, concrete, masonry,

precast, post tensioned concrete, and wood and timber. His design experience includes healthcare, educational, industrial, municipal and commercial projects. Scott employs the use of the latest in technology, computer software and design tools to provide solid structural engineering solutions to a wide range of complex building projects. Producing results that are practical, safe, economical, and within the context of the client's budget and purpose is always a primary objective. He holds a Master's Degree in Structural Engineering and is a licensed design professional.

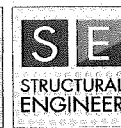
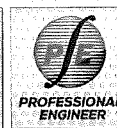
**COMPANY TITLE:**  
Project Executive

**EXPERIENCE:**  
20 Total, 5 with KJWW

**EDUCATION:**  
Michigan State University  
BS Civil Engineering 1992  
Michigan State University  
MS Structural Engineering 1998

**REGISTRATIONS:**  
Professional Engineer 2002  
Illinois, Michigan, Wisconsin, Arizona, Georgia, Massachusetts, Kansas, Connecticut, Nevada  
  
Structural Engineer 2002  
Illinois

**AFFILIATIONS:**  
American Institute of Steel Construction  
American Society of Civil Engineers  
Structural Engineers Association of Illinois



## RELATED EXPERIENCE

### ***Chicago Public Schools, Chicago, IL***

Role: Lead Structural Engineer  
30,000-SF Hanson Park Elementary/Middle School Renovation: \$5.6M  
Simeon Career Academy High School Pool HVAC Replacement: \$500K  
Whitney Young Magnet High School Pool HVAC Replacement: \$500K  
Morgan Park High School Pool HVAC Replacement: \$410K  
Curie Metropolitan High School Pool HVAC Replacement: \$400K  
Gage Park High School Pool HVAC Replacement: \$317K

### ***Moline CUSD 40, Moline, IL***

Role: Project Executive  
60,000-SF Hamilton Elementary School Expansion and 17,000-SF Renovation - Structural: \$16M

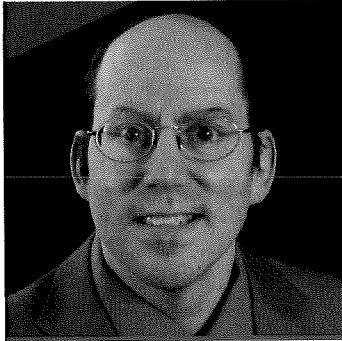
### ***Niles THSD 219, Skokie, IL***

Role: Project Executive  
School Renovations: \$6.7M  
8,000-SF North High School Kitchen and Cafeteria Renovation: \$5M  
Life Safety Work - Structural: \$3M

### ***Oswego CUSD 308, Oswego, IL***

Role: Lead Structural Engineer, Structural Engineer  
East View Elementary School Life Safety Upgrades: \$6.3M

# LEWIS HAMILTON, PE, LEED AP, HBDP



**ROLE:**  
**Project Manager, Lead Mechanical Engineer**

Lew is a licensed engineer with experience in the design and construction of mechanical

systems. He has worked on a wide range of renovation and new construction projects including healthcare, institutional, higher education, K-12, hotels, and commercial buildings. He has a high degree of interest in sustainable design and related energy efficiency in mechanical systems design and has worked on numerous LEED projects. In addition to being a LEED Accredited Professional, Lew has earned a High-Performance Building Design Professional certification from ASHRAE. He is responsible for the QA/QC checking of mechanical design work on many projects throughout the company.

**COMPANY TITLE:**  
Senior Engineer

**EXPERIENCE:**  
30 Total, 7 with KJWW

**EDUCATION:**  
University of Illinois at Champaign  
BS Agricultural Engineering 1983  
University of Illinois at Champaign  
MS Mechanical Engineering 1984

**REGISTRATIONS:**  
Professional Engineer 1987  
Illinois, California, Michigan, New York, Indiana

**ACCREDITATIONS:**  
Chicago Registered Energy Professional 2004  
LEED Accredited Professional 2002  
High-Performance Building Design Professional 2009

**AFFILIATIONS:**  
ASHRAE

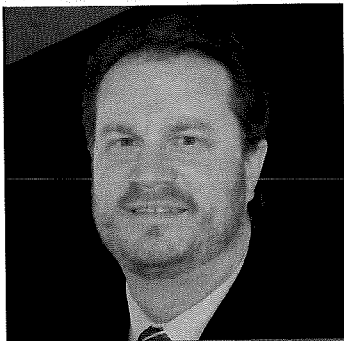
## RELATED EXPERIENCE

**Chicago Public Schools, Chicago, IL**

- Role: Project Manager, Mechanical Engineer
- 105,000-SF New Belmont-Cragin Elementary School - Pursuing LEED Gold: \$25M
- 100,000-SF Clemente High School ADA Renovation: \$13M
- 30,000-SF Hanson Park Elementary/Middle School Renovation: \$5.6M
- 10,000-SF Sexton Elementary School ADA Upgrades and Roof Replacement: \$4.5M
- 80,000-SF Beethoven Elementary School Remodel: \$3M
- 10,000-SF Bond Elementary School Renovation: \$2M
- 10,000-SF Schneider Elementary School Renovation: \$2M
- Rogers Elementary School Renovation: \$2M
- 40,000-SF Camras Elementary School Mechanical and Electrical Systems Upgrade: \$1.5M
- Schneider Elementary ADA Upgrades: \$1M
- New Water Service, Fire Pump, and Domestic Water Pump for Administration Building: \$700K
- Simeon Career Academy High School Pool HVAC Replacement: \$500K
- Whitney Young Magnet High School Pool HVAC Replacement: \$500K
- Frederick W. von Steuben Metropolitan Science High School Plumbing Upgrades: \$500K
- Morgan Park High School Pool HVAC Replacement: \$410K
- Curie Metropolitan High School Pool HVAC Replacement: \$400K
- Sharon Christa McAuliffe Elementary School ADA Upgrades: \$400K
- Gage Park High School Pool HVAC Replacement: \$317K
- 1,000-SF Walter Payton High School Renovation: \$200K
- 1,000-SF William B. Ogden Elementary School ADA Upgrades: \$100K

# JEFF BURTON

The **FUTURE.**  
Built **SMARTER.**



**ROLE:**  
**Lead Technology Designer**

Jeff brings over 20 years of experience in technology, security and system integration. He is

experienced in design of telecommunications, wireless, and CATV building infrastructures; data centers; security systems; and performance audio/video systems. Jeff has designed technology systems for educational, office, industrial, and government projects.

**COMPANY TITLE:**  
Senior Designer

**EXPERIENCE:**  
24 Total, 7 with KJWW

**EDUCATION:**  
Humber College (Canada) 1988

**AFFILIATIONS:**  
American Society of Industrial Security

## RELATED EXPERIENCE

***Chicago Public Schools, Chicago, IL***

Role: Lead Technology Engineer  
105,000-SF New Belmont-Cragin Elementary School - Pursuing LEED Gold: \$25M

***Woodstock CUSD 200, Woodstock, IL***

Role: Technology Engineer  
330,000-SF New High School: \$65.5M

***Batavia CUSD 101, Batavia, IL***

Role: Technology Engineer  
150,000-SF High School Expansion and 200,000-SF Renovation, Including 1250-ton Chiller and 290 BHP Boiler Plant: \$53M

***Hammond Urban Academy, Hammond, IN***

Role: Security Designer  
75,000-SF New K-12 Science and Technology School: \$14M

***Warren THSD 121, Gurnee, IL***

Role: Lead Technology Engineer  
Almond High School Renovation and Addition: \$20M  
700,000-SF High Schools Infrastructure Upgrade: \$6.4M

# ALYSSA FEE, SE



**ROLE:**  
**Lead Structural Engineer**

Alyssa is a licensed Senior Structural Engineer with vast design experience in preparation of plans and specifications

for various building types utilizing masonry, precast concrete, reinforced concrete, and structural steel. She has extensive experience in coordinating the design team efforts on large and/or complex projects, along with experience in the project management field and construction administration services. Alyssa's education, Master of Architecture, allows her to better understand the concerns of clients and communicate their intent and needs. She has experience in commercial office buildings, K-12, higher education, healthcare, and industrial projects.

**COMPANY TITLE:**  
Senior Engineer

**EXPERIENCE:**  
14 Total, 8 with KJWW

**EDUCATION:**  
University of Illinois at Urbana/Champaign  
BS Architecture 1998  
University of Illinois at Urbana/Champaign  
MS Architecture in Structures 2000

**REGISTRATIONS:**  
Structural Engineer 2006  
Illinois

**AFFILIATIONS:**  
American Institute of Steel Construction

**AWARDS:**  
ACEC of Illinois, Loyola University Chicago  
Marcella Niehoff School of Nursing 2014  
Steel Joist Institute - Niles North High School Aquatics Center Honorable Mention in Non-Industrial Category 2013  
Illinois Association of School Boards, Award of Merit, Exhibition of Educational Environments - Niles North Aquatics Center 2013  
Midwest Construction, Best of 2010 - K-12 Project of the Year - Wheaton Warrenville CUSD 200 New Middle School 2010  
Illinois Association of School Boards, Award of Merit, Exhibition of Educational Environments - Wheaton Warrenville CUSD 200 New Middle School 2010  
Midwest Construction, 2009 - Government / Public Project of the Year - Village of Montgomery New Village Hall 2009

## RELATED EXPERIENCE

**Chicago Public Schools, Chicago, IL**

Role: Lead Structural Engineer  
36,000-SF Jamieson Elementary School Annex 3-story Addition: \$11M

**Woodstock CUSD 200, Woodstock, IL**

Role: Structural Engineer  
330,000-SF New High School: \$65.5M  
2010 Life Safety Upgrades: \$10M  
15,000-SF Early Learning Center Addition & 2,000-SF Renovation: \$4.3M  
4,000-SF New Concession Stand and Storage Building: \$400K

**Batavia CUSD 101, Batavia, IL**

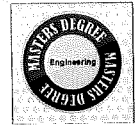
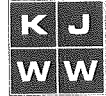
Role: Lead Structural Engineer  
150,000-SF High School Expansion and 200,000-SF Renovation, Including 1250-ton Chiller and 290 BHP Boiler Plant: \$53M  
15,100-SF Early Childhood Center Expansion: \$3.75M  
90,000-SF Louise White Elementary School Renovation: \$3.6M  
7,400-SF Middle School Gymnasium Addition: \$1.2M

**Niles THSD 219, Skokie, IL**

Role: Project Manager, Lead Structural Engineer  
28,000-SF Pool Addition - Structural: \$15M  
8,000-SF North High School Kitchen and Cafeteria Renovation: \$5M

# SANDRA PETRANU

The FUTURE:  
Built SMARTER.



**ROLE:**  
**Lead Electrical Engineer**

Sandra has design responsibility for a broad range of projects including lighting and controls, medium and

low voltage power distribution, and special systems including fire alarm, security, public address, and clock for numerous buildings. She also has experience with LEED and sustainable design projects. She began her professional engineering career in Romania, specializing in electrical systems. Sandra's project experience includes a wide range of renovation and new construction projects including higher education, K-12, hotels, healthcare, institutional, and commercial buildings. She is familiar with industry standards and code requirements of City of Chicago, NEC, International Building Codes, and State of Illinois.

**COMPANY TITLE:**  
Electrical Engineer

**EXPERIENCE:**  
32 Total, 7 with KJWW

**EDUCATION:**  
Politechnical Institute of Bucharest, Romania  
MS Electrical Engineering 1982  
Politechnical Institute of Bucharest, Romania  
BS Electrical Engineering 1981

**AFFILIATIONS:**  
Institute of Electrical and Electronics Engineers  
Electrical Association of Chicago

**AWARDS:**  
Chicago Building Congress, Merit Award - Hard Rock Hotel 2006  
Midwest Construction, Hard Rock Hotel/Project of the Year for Renovation/Rehabilitation 2004  
IESNA, Knickerbocker Ballroom Lighting Award 1995

## RELATED EXPERIENCE

### *Chicago Public Schools, Chicago, IL*

Role: Lead Electrical Engineer, Lead Electrical Engineer  
105,000-SF New Belmont-Cragin Elementary School - Pursuing LEED Gold: \$25M  
100,000-SF Clemente High School ADA Renovation: \$13M  
36,000-SF Jamieson Elementary School Annex 3-story Addition: \$11M  
Walter Payton High School 50,000-SF 3-Story Addition: \$9M  
30,000-SF Hanson Park Elementary/Middle School Renovation: \$5.6M  
10,000-SF Sexton Elementary School ADA Upgrades and Roof Replacement: \$4.5M  
60,000-SF Jane Neil Elementary School Renovation: \$4.1M  
80,000-SF Beethoven Elementary School Remodel: \$3M  
Orr Community Academy High School HVAC Upgrade: \$2.2M  
10,000-SF Bond Elementary School Renovation: \$2M  
Rogers Elementary School Renovation: \$2M  
10,000-SF Schneider Elementary School Renovation: \$2M  
Robert Emmet Elementary School New Boiler, Emergency Generator & Controls: \$1.8M  
40,000-SF Camras Elementary School Mechanical and Electrical Systems Upgrade: \$1.5M  
10,000-SF Elementary School ADA Remodel and Roof Relacement: \$1M

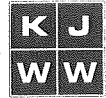
Schneider Elementary ADA Upgrades: \$1M  
ADA Restroom and Drinking Fountain Upgrades: \$550K  
Frederick W. von Steuben Metropolitan Science High School Plumbing Upgrades: \$500K  
Morgan Park High School Pool HVAC Replacement: \$410K  
Gage Park High School Pool HVAC Replacement: \$317K  
170,000-SF Adaptive Reuse of Elementary School to Performing Arts High School:

### *Elim Christian School, Crestwood, IL*

Role: Lead Electrical Engineer, Electrical Engineer  
16,000-SF ADA Upgrades: \$1M

# GREG SANDMAN, PE, LEED AP BD+C

The FUTURE.  
Built SMARTER.



**ROLE:**  
**Lead Mechanical Engineer**

Greg is a licensed Professional Engineer with extensive experience in mechanical design including HVAC,

plumbing and fire protection systems for commercial, institutional, educational, and municipal projects. He is involved in all phases of engineering, from initial design concept and design development, to preparation of construction drawings and construction management. He is skilled at developing facility assessments, master plans, load calculations, alternate mechanical designs, cost estimates, life cycle costs, and phasing plans. In addition to traditional engineering concepts, Greg has been involved with many of the current LEED initiatives which require buildings to be designed to the highest energy standards.

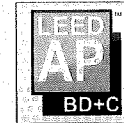
**COMPANY TITLE:**  
Mechanical Engineer

**EXPERIENCE:**  
18 Total, 7 with KJWW

**EDUCATION:**  
University of Dayton  
BME Mechanical Engineering 1995

**REGISTRATIONS:**  
Professional Engineer 2003  
Illinois

**ACCREDITATIONS:**  
CDB Project Management 2000  
LEED Accredited Professional BD+C 2014



## RELATED EXPERIENCE

### ***Chicago Public Schools, Chicago, IL***

Role: Project Manager, Lead Mechanical Engineer  
36,000-SF Jamieson Elementary School Annex 3-story Addition: \$11M  
Walter Payton High School 50,000-SF 3-Story Addition: \$9M  
10,000-SF Sexton Elementary School ADA Upgrades and Roof  
80,000-SF Beethoven Elementary School Remodel: \$3M  
40,000-SF Camras Elementary School Mechanical and Electrical Systems Upgrade: \$1.5M  
10,000-SF Elementary School ADA Remodel and Roof Replacement: \$1M  
ADA Restroom and Drinking Fountain Upgrades: \$550K  
170,000-SF Adaptive Reuse of Elementary School to Performing Arts High School: N/A

### ***DuPage HSD 88, Villa Park, IL***

Role: Mechanical Engineer  
200,000-SF Willowbrook High School Expansion & 800,000-SF Renovation: \$100M

### ***Walter Payton College Prep High School, Chicago, IL***

Role: Lead Mechanical Engineer  
20,000-SF High School Renovation: \$2M

### ***Elim Christian School, Crestwood, IL***

Role: Project Manager, Lead Mechanical Engineer  
16,000-SF ADA Upgrades: \$1M

**SCHEDULE G**  
**OTHER CONDITIONS**

**NONE**



**EXHIBIT A**  
**LEGAL ACTIONS**

**ATTACHED HERETO**

**EXHIBIT A  
LEGAL ACTION**

**Firm Name:** Architrave, Ltd.

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

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

**EXHIBIT B**  
**DISCLOSURE AFFADAVIT**

**ATTACHED HERETO**



**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

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

| Name      | Title     |
|-----------|-----------|
| Ruben Gil | President |
|           |           |
|           |           |
|           |           |

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

| Name      | Address           | Ownership Interest Percentage |
|-----------|-------------------|-------------------------------|
| Ruben Gil | 6431 N Hoyne Ave. | 100%                          |
|           |                   |                               |
|           |                   |                               |
|           |                   |                               |

5. LLC's ONLY, indicate management type and name:  
 Member-managed  
 Manager-managed  
 Name: \_\_\_\_\_
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
 Yes  
 No

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**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 |
|------|-------------------------------|
|      |                               |
|      |                               |
|      |                               |
|      |                               |
|      |                               |

**SOLE PROPRIETORSHIP**

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

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

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

| Name(s) of Principal(s) |
|-------------------------|
|                         |
|                         |
|                         |
|                         |
|                         |

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 |
|------|---------|
|      |         |
|      |         |
|      |         |
|      |         |
|      |         |

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CONTRACTOR CERTIFICATION**

**A. CONTRACTORS**

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> 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-rotating<sup>4</sup> 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;

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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

**B. SUBCONTRACTORS**

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



**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**C. STATE TAX DELINQUENCIES**

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

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

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

**D. OTHER TAXES/FEEES**

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

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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 Restriction<sup>s</sup>; (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.

EXHIBIT B  
DISCLOSURE AFFIDAVIT

VERIFICATION

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

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

Ruben Gil  
Signature of Authorized Officer  
Ruben Gil  
Name of Authorized Officer (Print or Type)  
President  
Title  
(312) 642-2600  
Telephone Number

State of ILLINOIS

County of COOK

Signed and sworn to before me on this 25<sup>TH</sup> day of NOVEMBER, 2014 by

RUBEN GIL (Name) as PRESIDENT (Title) of

ARCHITRAVE, LTD (Bidder/Proposer/Respondent or Contractor)

Todd Svo  
Notary Public Signature and Seal



**EXHIBIT C**  
**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):

**Minnie Mars Jamieson Elementary School Annes**

Description of goods or services to be provided under Contract:

**Architect of Record Services**

Name of Consultant: Architrave, Ltd.

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

Retained Parties:

| <b>Name</b> | <b>Business Address</b> | <b>Relationship</b><br>(Attorney, Lobbyist, etc.) | <b>Fees</b><br>(indicate total whether paid or estimated) |
|-------------|-------------------------|---|---|
|             |                         |   |   |
|             |                         |   |   |
|             |                         |   |   |
|             |                         |   |   |
|             |                         |   |   |

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

The Consultant understands and agrees as follows:

**EXHIBIT C  
DISCLOSURE OF RETAINED PARTIES**

- 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 

\_\_\_\_\_  
Date 11/24/14

\_\_\_\_\_  
Name (Type or Print) Ruben Gil

\_\_\_\_\_  
Title President

Subscribed and sworn to before me

this 25<sup>th</sup> day of November 2014

\_\_\_\_\_  
Notary Public 



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

**ATTACHED HERETO**

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

1. Policy Statement

- a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Consultant must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Consultant also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

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



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

- 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.

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

- 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.

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

- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - i. Attendance at the Pre-bid conference;
  - ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
  - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
  - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - a. The name, address and telephone number of MBE and WBE firms contacted;
    - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - vi. A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.

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

- vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
  - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - ix. General efforts made to assist MBE and WBE firms to overcome participation barriers.
  - c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
    - i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
    - ii. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.
8. Failure To Achieve Goals
- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
    - i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
    - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
    - iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
    - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
    - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

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

- 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.

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

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Consultant shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Consultant of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

- i. The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
- ii. The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Consultant; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

- iii. The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

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

iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

v. Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.

c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Consultant's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

b. When the contract is completed, if the Executive Director has determined that the Consultant did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Consultant from entering into future contracts with the Commission.

14. Severability

a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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

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

Name of Project: Minnie Mars Jamieson Elementary School Annex

Project Number: 05760

FROM:

Architrave, Ltd. MBE  WBE   
(Name of MBE or WBE)

TO:

Architrave, Ltd. and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

a Sole Proprietor                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/23/14. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Architectural services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$726,300  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

**PARTIAL PAY ITEMS**

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

Architrave, Ltd.

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

11/04/14

\_\_\_\_\_  
Date

(312) 642-2600

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

Ruben Gil

\_\_\_\_\_  
Name (Print)

**IF APPLICABLE:**

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

\_\_\_\_\_  
Phone



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

October 23, 2014

Ruben Gil  
Architrave Ltd.  
450 E. Ohio - 9th Floor  
Chicago, IL 60611-3627

Email: [rgil@architrateltd.com](mailto:rgil@architrateltd.com)

Dear Mr. Ruben Gil,

This letter is to inform you that the City of Chicago has extended your status as **Minority Business Enterprise (MBE) until January 31, 2015**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

  
George Coleman Jr.  
Deputy Procurement Officer

GC/sm

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

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

Name of Project: Minnie Mars Jamieson Elementary School Annex

Project Number: 05760

FROM:

TERRA Engineering, Ltd. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

Architrave, Ltd. and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

\_\_\_\_\_ a Sole Proprietor                      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 1, 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Civil Engineering and Landscape Architecture  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Civil Engineering, Building Construction Design \$38,900.00 + Permitting Reimbursables  
Landscape Architecture, Building Construction Design \$24,900.00  
TOTAL \$63,800.00  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

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

N/A

---



---



---

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

By:

Terra Engineering, Ltd.  
 \_\_\_\_\_  
 Name of MBE/WBE Firm (Print)  
 October 7, 2014  
 \_\_\_\_\_  
 Date  
 312.467.0123  
 \_\_\_\_\_  
 Phone

Karen Steingraber, PE  
 \_\_\_\_\_  
 Signature  
 Karen Steingraber  
 \_\_\_\_\_  
 Name (Print)

**IF APPLICABLE:**

By:

\_\_\_\_\_  
 Joint Venture Partner (Print)  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name (Print)  
 MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-MBE/WBE \_\_\_\_\_



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

mcampbell@terraengineering.com

November 7, 2014

Karen S. Steingraber  
**Terra Engineering, Ltd.**  
225 W. Ohio Street – 4th Floor  
Chicago, IL 60654

Dear Karen S. Steingraber:

This letter is to inform you that the City of Chicago has extended your status as a **Women Business Enterprise (WBE) until November 30, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and/or 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)**

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

Name of Project: Minnie Mars Jamieson Elementary School Annex

Project Number: 05760

FROM:

HJKessler Associates, Inc. MBE \_\_\_\_\_ WBE x  
(Name of MBE or WBE)

TO:

Architrave, Ltd. and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

\_\_\_\_\_ a Sole Proprietor                      x \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 18 August 2014. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Sustainable Design/LEED consulting services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$39,800  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

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

---



---



---



---

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

HJKessler Associates, Inc.  
 \_\_\_\_\_  
 Name of MBE/WBE Firm (Print)  
 20 August 2014  
 \_\_\_\_\_  
 Date  
 773.975.6467  
 \_\_\_\_\_  
 Phone

Helen J. Kessler  
 \_\_\_\_\_  
 Signature  
 Helen J. Kessler  
 \_\_\_\_\_  
 Name (Print)

**IF APPLICABLE:**

By:  
 \_\_\_\_\_  
 Joint Venture Partner (Print)  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name (Print)  
 MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

October 29, 2014

Helen Kessler  
**HJKessler Associates Inc.**  
3660 North Lake Shore Drive Suite 501  
Chicago, IL 60613-4103

Email: [hjkessler@hjkesslerassociates.com](mailto:hjkessler@hjkesslerassociates.com)

Dear Ms. Helen Kessler,

This letter is to inform you that the City of Chicago has extended your status as **Women Business Enterprise (WBE) until January 31, 2015**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

George Coleman Jr.  
Deputy Procurement Officer

GC/sm



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

Name of Project: Minnie Mars Jamieson Elementary School Annex

STATE OF ILLINOIS        }  
  } SS  
COUNTY OF COOK        }

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

Title  
and duly authorized representative of  
**Architrave, Ltd.**

Name of Professional Service Provider  
whose address is  
**1128 W. Chicago Ave. 2nd Floor**

in the City of Chicago, State of Illinois

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

| Name of MBE/WBE Contractor       | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals |              |
|----------------------------------|---|------------------------------------|--------------|
|                                  |   | MBE                                | WBE          |
| Architrave, Ltd.                 | Architectural services                                | \$ \$726,300                       | \$           |
| Terra Engineering Ltd.           | Civil/Landscape                                       | \$                                 | \$ \$63,800  |
| HJ Kessler Associates, Inc.      | Sustainable/LEED                                      | \$                                 | \$ \$39,800  |
|                                  |   | \$                                 | \$           |
|                                  |   | \$                                 | \$           |
|                                  |   | \$                                 | \$           |
|                                  |   | \$                                 | \$           |
| <b>Total Net MBE/WBE Credit</b>  |   | \$ \$726,300                       | \$ \$103,600 |
| <b>Percent of Total Base Bid</b> |   | 64.7 %                             | 9.2 %        |

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.

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

By:

Architrave, Ltd.

\_\_\_\_\_  
Name of Professional Service Provider (Print)

11/4/14

\_\_\_\_\_  
Date

(312) 642-2600

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/FAX



\_\_\_\_\_  
Signature

Ruben Gil

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-MBE/WBE \_\_\_\_\_

**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.: Minnie Mars Jamieson Annex - 05760

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

**TERMS OF AGREEMENT:**

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

**Architect:**

  
\_\_\_\_\_  
Architect Authorized Signature [date]

**Acknowledged and Accepted for:**

\_\_\_\_\_  
Signature of PBC Executive Director [date]

**Acknowledged and Accepted by Third Party:**

\_\_\_\_\_  
Signature of Third Party [date]



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CD

DATE (MM/DD/YYYY)

10/10/2014

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

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

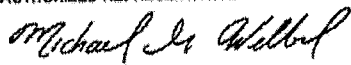
|  |                                    |                |        |
|--|------------------------------------|----------------|--------|
| PRODUCER<br>M.G. Welbel & Associates, Inc.<br>Michael Welbel<br>650 Dundee Rd., Suite 170<br>Northbrook, IL 60062<br>Michael G. Welbel | CONTACT NAME:                      |                |        |
|  | PHONE (A/C, No. Ext):              | FAX (A/C, No): |        |
| E-MAIL ADDRESS:  |                                    |                |        |
| PRODUCER CUSTOMER ID #: ARCHI-2  |                                    |                |        |
| INSURED<br>Architrave, Ltd.<br>1128 West Chicago Av.,<br>Chicago, IL 60642   | INSURER(S) AFFORDING COVERAGE      |                | NAIC # |
|  | INSURER A: Wesco Insurance Company |                |        |
|  | INSURER B: RLI Insurance Company   |                | 13056  |
|  | INSURER C:                         |                |        |
|  | INSURER D:                         |                |        |
|  | INSURER E:                         |                |        |
| INSURER F:   |                                    |                |        |

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR                           | SUBR WVD    | POLICY NUMBER                     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |              |
|----------|---|-------------------------------------|-------------|-----------------------------------|-------------------------|-------------------------|---|--------------|
| B        | GENERAL LIABILITY   |                                     |             | PSB0001197                        | 09/01/2014              | 09/01/2015              | EACH OCCURRENCE   | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |                                     |             |                                   |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 1,000,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |                                     |             |                                   |                         |                         | MED EXP (Any one person)                                | \$ 10,000    |
|          | <input checked="" type="checkbox"/> PRIMARY & -----   |                                     |             |                                   |                         |                         | PERSONAL & ADV INJURY                                   | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> SUBJECT TO -----  |                                     |             | NON CONTRIBUTORY WRITTEN CONTRACT |                         |                         | GENERAL AGGREGATE                                       | \$ 2,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |                                     |             |                                   |                         |                         | PRODUCTS - COMP/OP AGG                                  | \$ 2,000,000 |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                     |             |                                   |                         |                         |   | \$           |
| B        | AUTOMOBILE LIABILITY  |                                     |             | PSB0001197                        | 09/01/2014              | 09/01/2015              | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1,000,000 |
|          | <input type="checkbox"/> ANY AUTO   |                                     |             |                                   |                         |                         | BODILY INJURY (Per person)                              | \$           |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |                                     |             |                                   |                         |                         | BODILY INJURY (Per accident)                            | \$           |
|          | <input type="checkbox"/> SCHEDULED AUTOS  |                                     |             |                                   |                         |                         | PROPERTY DAMAGE (PER ACCIDENT)                          | \$           |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   |                                     |             |                                   |                         |                         |   | \$           |
|          | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |                                     |             |                                   |                         |                         |   | \$           |
| B        | UMBRELLA LIAB   | <input checked="" type="checkbox"/> | OCCUR       | PSE0001083                        | 09/01/2014              | 09/01/2015              | EACH OCCURRENCE   | \$ 4,000,000 |
|          | EXCESS LIAB   |                                     | CLAIMS-MADE |                                   |                         |                         | AGGREGATE   | \$ 4,000,000 |
|          | <input type="checkbox"/> DEDUCTIBLE   |                                     |             |                                   |                         |                         |   | \$           |
|          | <input type="checkbox"/> RETENTION \$   |                                     |             |                                   |                         |                         |   | \$           |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |                                     |             | PSW0001170                        | 09/01/2014              | 09/01/2015              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER        |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | <input type="checkbox"/>            | N/A         |                                   |                         |                         | E.L. EACH ACCIDENT                                      | \$ 500,000   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |                                     |             |                                   |                         |                         | E.L. DISEASE - EA EMPLOYEE                              | \$ 500,000   |
|          |   |                                     |             |                                   |                         |                         | E.L. DISEASE - POLICY LIMIT                             | \$ 500,000   |
| A        | Professional Liab   |                                     |             | ARA1119869-00                     | 04/08/2014              | 04/08/2015              | Per Claim   | 5,000,000    |
|          |   |                                     |             |                                   |                         |                         | Aggregate   | 5,000,000    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Jamieson Elementary School The Public Building Commission of Chicago, Board of Education of the City of Chicago and City of Chicago are included as additional insureds per blanket endorsement as respect GL/Auto, subject to written contract requiring same. GL/Auto is primary & non-contributory. Waiver of subrogation applies GL/WC

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>PUBLI02<br><br>eryl 10/16/14<br><br>Public Building Commission of Chicago<br>50 W. Washington St., R, 200<br>Richard J. Daley Center<br>Chicago, IL 60602 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>   |

© 1988-2009 ACORD CORPORATION. All rights reserved.