PUBLIC BUILDING COMMISSION OF CHICAGO

ARCHITECT OF RECORD
PROFESSION SERVICE AGREEMENT
CONTRACT NUMBER PS2051

WITH

FGM ARCHITECTS

TO PROVIDE
ARCHITECT OF RECORD SERVICES
FOR
DUNNE TECHNOLOGY ACADEMY MODERNIZATION
10845 SOUTH UNION AVENUE
CHICAGO, ILLINOIS 60628
PROJECT NUMBER 05440

Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

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

EXECUTION PAGE

THIS AGREEMENT effective as of January 13, 2015, 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 **FGM Architects Inc.** with offices at 200 West Jackson Blvd., (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 Dunne Technology Academy based on the Scope of Service in Schedule A attached to the Agreement (the "**Project**").

Whereas, the Commission requires certain professional services described in the Agreement, in connection with the Project and desires to retain the Architect on the terms and conditions set forth in the Agreement to perform such Services. The Architect desires to be so retained by the Commission and has represented to the Commission that the Architect has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

Whereas, the Architect has consulted with the Commission and the User Agency, made site inspections, and taken such other actions as the Architect deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Architect represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the Project in accordance with standards of reasonable professional skill and diligence.

Whereas, the Construction Budget for the Project will be established by the Commission after completion of Schematic Design based upon the requirements of the Project and allowances for cost escalation and Project contingencies.

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Date: _____

Mayor Rahm Emmanuel
Chairman

ATTEST:

Date: 3/25/15

Lori Ann Lypson
Secretary

AOR: FGM ARCHITECTS INC.

John F. Ochoa

Date: 3/5/15

President

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: DuPage

State of: Illinois

Subscribed and sworn to before me by John F. Ochoa and _____
on behalf of Architect of Record this 5th day of March 2015.

Carol Reeser

Notary Public

"OFFICIAL SEAL"
CAROL REESER
Notary Public, State of Illinois
My Commission Expires 02/08/16

My Commission expires:
(SEAL OF NOTARY)

Approved as to form and legality

Anne L. Fredd

Date: 3-19-15

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 11,000 GSF, 2-story elementary school Annex located at 10845 South Union Avenue. The modernization is planned as a two-story gym and classroom addition to the existing school and includes site development work and select interior renovations of the existing facility as needed to accommodate the addition. This addition to the existing building is intended to address basic programmatic needs as well as the addition of STEM science and engineering programs. 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 concrete pathways, lawn areas, and storm water management improvements. The site development may include re-grading and constructing an artificial turf field north of the Annex parking lot.

(m) Project Schedule. The Project Schedule will be provided to the Architect in CPM and/or summary bar chart form. The Project Schedule will represent the information in Book 1 of the Contract Documents approved by the Commission for the Project. The Project Schedule will clearly identify major activities within the Project, including each phase of planning, design and construction. The Architect must provide details of their pre-construction activities and will promptly notify the Authorized Commission Representative whenever there is an actual or projected variance to the Project Schedule.

(n) Record Documents. Drawings prepared by the Architect in an electronic editable format approved by the Commission showing significant changes in the work made during construction, based on marked-up prints, drawings, shop drawings and other data furnished by the Project's building contractor.

(o) Services. Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.

(p) Subconsultant or Subcontractor. Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.

(q) User Agency. Chicago Public Schools (CPS).

Section 2.02 Usage and Conventions

(a) Captions and Headings. The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.

(b) The term "include," in all its forms, means "include, without limitation" unless stated otherwise.

(c) Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

ARTICLE III. INCORPORATION OF DOCUMENTS

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

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

Section 3.02 The Architect of Record has read and agrees to comply with all provisions of the Code of Ethics

Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at http://www.pbcchicago.com/pdf/RES_PBC_ECR_Code of EthicsAmendOct32011_20110920.pdf, and is incorporated into this Agreement by reference.

Section 3.03 The Architect agrees to cooperate with all requests made the Commission's Inspector General, as set forth in the Authorization to Establish an Inspector General Function for the Public Building Commission of Chicago Resolution passed by the Commission on 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 can not be resolved, by discussion with the Authorized Commission Representative, to the Executive Director for final determination, subject to Section 11.04 below.

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

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

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

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

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

ARTICLE XII. CONFIDENTIALITY

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

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

ARTICLE XIII. ASSIGNMENT

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

ARTICLE XIV. RELATIONSHIP OF PARTIES

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

ARTICLE XV. GENERAL

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

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

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

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

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

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

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

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

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

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

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SCHEDULE A
SCOPE OF SERVICES

I. Part I – Design / Engineering for Site Preparation

A. Scope Development Phase

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

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

2. Architect will coordinate the site preparation and foundation phase design with the vertical (building) design such that the site preparation and foundation design and contract documents support compliance with all project LEED goals.

B. Construction Documents Phase

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

1. 100% Construction Documents. Final development of the Site Preparation and Foundation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commissions environmental consultant.

    a) Site Preparation, Abatement and Demolition Documents (including specifications).

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

2. Site Preparation, Abatement and Demolition Construction Cost Estimate

C. Bidding and Contract Administration Phase

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

1. Respond and documents Request for Information (RFI) submitted by the contractor and provide responses within a reasonable time.

2. Provide field observation of the construction as necessary each week to adequately monitor the progress and conformance of the permanent features of the Work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before Final Completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon the written request of the Authorized Commission Representative.

3. Attend and participate in regularly scheduled:

   a) Weekly Project meetings.

   b) Monthly pay application meetings for approval of contractor pay requests.

4. During Site Preparation Construction administer the Project's LEED compliance and submittal program as necessary to insure that LEED requirements have been achieved and documented for Vertical Construction.

D. Closeout Phase

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

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

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

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

4. Oversee the Contractor's efforts to prepare and deliver to the Commission all required LEED documentation.

5. Upon completion of the construction contract issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

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

A. Building Assessment and Concept Review

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

1. Site visits and review of as-built drawings.

2. Detailed review of conceptual estimate.

3. Detailed review of concept design and its compatibility with the existing conditions.

4. Building assessments including, but not limited to architectural, landscape, structural, mechanical, electrical, plumbing, life safety and civil disciplines.
   a) Comprehensive exterior envelope assessment limited to extent necessary to define and design exterior envelope scope of work at the location of the addition and tandem with interior renovations.
   b) Comprehensive interior conditions assessment limited to the extent necessary to define interior scope of work for interior renovations and interior renovations associated with building systems tie-ins. Comprehensive building systems assessment necessary to define MEP renovations/upgrades, and scope of work in tandem with the building addition.

5. Meeting with User Agency representatives.

6. Meetings with City Agencies as necessary, including but not limited to Bureau of Fire Prevention, MOPD, Department of Water Management, Chicago Department of Transportations, Landmarks, DHED and others including but not limited to the purpose of identifying key conceptual design elements and design strategies.

B. Schematic Design Phase

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).

2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.

3. All material deviations from the Concept Design must be demonstrated in a final Design Development Package by the Architect and approved, in writing, by the Authorized Commission Representative. The Commission expects the Architect to undertake a thorough review of the Draft Concept Design and Draft Program for purposes that include, but are not necessarily limited to, the identification and correction of any errors, omissions, inconsistencies, ambiguities or other issues, including, but not limited to, compliance with all codes in effect at the time of performance of the Services.. As stated above, the Commission will look solely to the Architect for any and all liabilities that may arise from any error or omission present in the construction documents for the Project.

4. Using a complete set of Schematic Design Documents, reflecting all improvements described for the Project, provide an Architect's Estimate of Probable Construction Cost at Schematic Design Documents containing:

   a) A narrative overview of the Architect's Estimate of Probable Construction Cost compared to the Construction Budgets.

b) Architect's Estimate of Probable Construction Cost must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
c) A detailed comparison and reconciliation of the current and previous Architect's Estimate of Probable Construction Cost with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative. (If applicable)
d) A summary of all approved Construction Budget revisions.

5. Architect will prepare narratives, plans, elevations and other drawings and outline specifications necessary to illustrate the scope, phasing, and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required.

6. Preparation and presentation of documents necessary for User Agency departmental approvals.

7. Draft development a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.

8. Draft development a hardware and device location plan for Commission and User Agency review and approval.

9. Draft development a signage plan and specifications for Commission and User Agency review and approval.

10. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.

11. Prepare a written and oral report of the Schematic Design phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorize Commission Representative, incorporate User Agency comments into the Construction Documents.

12. Review the Schematic Design Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Schematic Design Documents as required to align with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.

13. Facilitate and document a sustainable design charrette and follow up sessions with all sub consultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charrette is to confirm that the Project's target LEED Certification rating to be determined is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.

14. If the project is determined to seek LEED Rating, register the project as a LEED For Schools v2009 project in the Green Building Certification Institute (GBCI).

15. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.

16. Preparation of documents necessary to illustrate any required amendments to the public right of way.

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

18. Conduct and prepare a code analysis package, including, but not limited to, the following components:
    a) Occupancy classification
    b) Construction type
    c) Occupant load by area and floor
    d) Travel distances
    e) Accessibility
    f) Exit types, units and widths
    g) Plumbing fixture counts
    h) Loading berths and parking requirements
    i) Fire resistance requirements

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

20. Schematic Design Phase Deliverables include:

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

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

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

C. Design Development Phase

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).

2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.

3. All material deviations from the Concept Design must be demonstrated in a final Design Development Package by the Architect and approved, in writing, by the Authorized Commission Representative. The Commission expects the Architect to undertake a thorough review of the Draft Concept Design and Draft Program for purposes that include, but are not necessarily limited to, the identification and correction of any errors, omissions, inconsistencies, ambiguities or other issues, including, but not limited to, compliance with all codes in effect at the time of performance of the Services.. As stated above, the Commission will look solely to the Architect for any and all liabilities that may arise from any error or omission present in the construction documents for the Project.

4. Using a complete set of Design Development Documents, reflecting all improvements described for the Project, provide an Architect's Estimate of Probable Construction Cost at Design Development Documents containing:

    a) A narrative overview of the Architect's Estimate of Probable Construction Cost compared to the Construction Budgets.
    b) Architect's Estimate of Probable Construction Cost must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
    c) A detailed comparison and reconciliation of the current and previous Architect's Estimate of Probable Construction Cost with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative. (If applicable)
    d) A summary of all approved Construction Budget revisions.

5. Architect will prepare narratives, plans, elevations and other drawings and outline specifications necessary to illustrate the scope, phasing, and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required.

6. Preparation and presentation of documents necessary for User Agency departmental approvals.

7. Draft development a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.

8. Draft development a hardware and device location plan for Commission and User Agency review and approval.

9. Draft development a signage plan and specifications for Commission and User Agency review and approval.

10. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.

11. Prepare a written and oral report of the Design Development phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorize Commission Representative, incorporate User Agency comments into the Construction Documents.

12. Review the Design Development Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required to align with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.

13. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.

14. Preparation of documents necessary to illustrate any required amendments to the public right of way.

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

16. Conduct and prepare a code analysis package, including, but not limited to, the following components:
    a) Occupancy classification
    b) Construction type
    c) Occupant load by area and floor
    d) Travel distances
    e) Accessibility
    f) Exit types, units and widths
    g) Plumbing fixture counts
    h) Loading berths and parking requirements
    i) Fire resistance requirements

17. Prepare and issue hard copies of the Design Development Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Design

Development Milestone Review. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.

18. Design Development Phase Deliverables include:

    a) Certification of Compliance with Commission's Design Checklist.

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

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

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

D. Construction Documents Phase

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

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews will be performed at 60%, and 90% on the dates listed in Project Schedule, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry standard elements required for the architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment and site work. At the completion of every milestone, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.

2. Prepare and deliver 60%, and 90% Construction Documents including modifications and revisions as approved by written direction of the Authorized Commission Representative.

3. Using a complete set of 60% and 90% Construction Documents, reflecting all improvements described for the Project, provide an Architect's Estimate of Probable Construction Cost at 60% Construction Documents containing:

    a) A narrative overview of the Architect's Estimate of Probable Construction Cost compared to the Construction Budgets.
    b) Architect's Estimate of Probable Construction Cost must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
    c) A detailed comparison and reconciliation of the current and previous Architect's Estimate of Probable Construction Cost with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative. (If applicable)
    d) A summary of all approved Construction Budget revisions.

4. Prepare and present an Architect's Estimate of Probable Construction Costs at the completion of 60% Construction Document Deliverables. Review the Construction Documents along with value engineering items with the Authorized Commission Representative to align Architect's Estimate of Probable Construction Costs with the Construction Budget.

5. At the completion each Construction Document phase 60% and 90%, prepare a written and oral report of the Construction Document phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.

6. At a minimum, the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:

    a) Above ceilings in corridors to confirm that services, fixtures, and other devices can fit between the existing or designed ceiling height and the bottom of any new or existing structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
    b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of existing or new slabs. Any limitations on embedded services will be noted on the construction documents.
    c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
    d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed and existing spaces and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
    e) Locations on the site or under the building where major existing or new utilities come in close proximity

to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.

7. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be a represented by a composite device/service schedule that cross references the appropriate interface points.

8. The Architect will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.

9. The Architect will be responsible for the overall coordination review. As each coordination document is completed, the Architect will review and resolve significant conflicts. The Architect must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect with the Commission's design review team.

10. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:
    a) Verification of responsibilities for providing inspections, tests and certificates.
    b) Scope of services for the testing and inspection services.
    c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.

11. Prior to submission of 90% Construction Documents to the Commission, Architect shall prepare coordination documents to confirm that the various elements of the Architect's Construction Documents are sufficiently coordinated to support an accurate bid process and minimize the potential for change orders during the construction phase of the project. The Architect will resolve any known conflicts prior to issuing the Bid Set of documents. Coordination documents shall address the following, at a minimum:

    a) Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.
    b) Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
    c) Inconsistencies between drawings and specifications (between disciplines and within each discipline).
    d) As required to manage discipline coordination, the Architect must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the Commission's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the Commission.

12. At the completion of 60% Construction Documents issue in electronic format a Green Permit or Standard Permit Review package to the Commission. The Architect shall respond to issued Permit comments within a reasonable time (not to exceed 15 days). The Green Permit Review package include:

    a) LEED registration information.
    b) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-

specific strategies to achieve each credit.
c) Current 60% Construction Drawings and Specifications
d) Energy Simulation Modeling.

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

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

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

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

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

17. Construction Document Deliverables for each milestone 60% and 90% include:
    a) Certification of Compliance with Commission's Design Checklist
    b) Design Guidelines and Standards Deviation Log
    c) Request for Clarification (RFC) Log
    d) Request for Design Change (RFDC) Log
    e) Issue updated Submittal and Closeout Matrix
    f) Site Preparation Construction Documents (including specifications)
    g) Building Construction Documents (including specifications)
    h) Architect's Estimate of Probable Construction Costs in the format provided by the Commission for 60% and 90% Construction Documents.

    i) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit, as shown in the Commission's Design Management Manual.
    j) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
    k) Energy Simulation Modeling Using Department of Energy DOE 2 Software. Using the DOE2 Energy Modeling Software, model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Commission. An updated model must be provided with each project milestone.
    l) Updated Storm water Analysis and Management Proposal

m) Compilation of issued meeting minutes
n) Issuance of updated zoning analysis package and required rezoning documentation as required
o) Issuance of updated code analysis package
p) Issuance of updated MEP coordination documentation
q) Issuance of and coordination with Site Environmental and Environmental Demolition and Renovation drawings prepared by the Commissions Consultant
r) Issuance of milestone packages for review

18. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase 60% and 90%, begin the next phase on the updated and approved schedule.

19. If requested Attend the Commission's internal Bid Package Review Conference where the Commission and User Department will verify that the construction documents, including the coordination documents, prepared by the Architect are ready to issue for bids.

E. Bidding Phase

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

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

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

3. Respond and documents Request for Information (RFI) submitted by the contractor and provide responses within a reasonable time.

4. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.

5. Review bids and prepare an evaluation and recommendation for award relative to the Project and Construction Budget. Assist in finalizing the agreement(s) with the contractor(s) to construct the Project. Attend if requested by the Commission a pre award meeting.

6. If the lowest responsive and responsible bid obtained exceeds the Construction Budget, the Commission may either award the construction contract to the lowest responsive and responsible bidder, or request that the Architect, without additional compensation, make revisions to the Project, including design, scope, quality, drawings, specifications, deletions and substitutions for the purpose of decreasing Project costs to the point that the bids received are within the Construction Budget, or otherwise acceptable to the Commission. All such revisions require the prior written approval of the Authorized Commission Representative. The right of the Commission to require such revision and re-bidding will not be exhausted by a single revision and re-bidding, but will be a continuing right until the lowest responsive and responsible bid received is within the Construction Budget.

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

8. Assist the Commission, without additional compensation, in the solicitation of new bids.

F. Construction Administration

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

1. Attend and participate in regularly scheduled:
   a) Weekly Project meetings
   b) Environmental Project meetings
   c) Utility Coordination Project meetings
   d) Monthly pay applications meetings for approval of contractor pay requests.

2. Provide field observation of the construction per week in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replace before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.

3. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

4. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.

5. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.

6. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.

7. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.

8. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.

9. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.

10. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.

11. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.

12. During Construction administer the Project's LEED compliance and submittal program as follow (this subsection may be applicable to the Project at sole discretion of the Commission):

    a) Participate in the Leadership in Energy and Environmental Design (LEED) Construction kickoff mtg. Agenda by the Commission purpose of the meeting is to outline the General Contractor (GC) responsibilities; outline path for all LEED information flow throughout the project.
    b) Serve as LEED On-Line Project Administrator:
        i. Invite GC and whoever else Commission designates to join the LEED On-Line project.
    c) Manage LEED On-Line Design Submittal: Coordinate, assemble and submit design package to the Green Building Certification Institute (GBCI):
        i. Assign Design Credits to consultants etc. to upload; Set reasonable timeline for each credit upload.

        ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package prior to submittal of the whole package to GBCI for review.
        iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
        iv. Monitor GBCI review timeline.
        v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
        vi. Once all responses acceptable, submit for GBCI re-review.
        vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.

    d) Review/ comment/ approve GC's LEED Plans. Propose formats if required for Plans.
        i. LEED AP qualifications,

ii. Erosion and Sedimentation Control Plan (ESCP) Plan (narrative and tracking plan)
iii. Waste Management Plan (narrative and tracking format - should align with requirements of Specification sections 01352 and 01524)
iv. Materials and Resources (MR) and Low Emitting Materials (LEM) Plans - tracking formats and narratives
v. Indoor Air Quality (IAQ) Plans - During Construction and Before Occupancy (Flush Out)

e) Administer LEED as part of Construction Administration (CA) Includes:
i. Review LEED submittals for all materials that need them. (Submittal is incomplete until LEED portion is also complete.)
ii. AOR is to send MEP submittals to the Commissioning Authority (CxA); AOR's MEP consultant is to triage / review comments from CxA so only one set of comments is returned to the GC. Inform PBC if there is conflicting thinking and Owner input is required.
iii. Review monthly reports from GC and all backup for adequacy and completeness, and alignment with pace and submittals reported in overall submittal log.
iv. Have Mechanical engineer calculate or check calculations for flush-out for IAQ plan
v. Attend monthly LEED meetings to review monthly report content and discuss problems or concerns.
vi. Identify violations of IAQ management Plans during site walkthroughs. Understand content of GC's Plans and LEED credit intent.
vii. Keep tabs on Commissioning (Cx) process - make sure MEP consultants are engaged in / informed about the pace of the process, and any issues encountered.

f) Manage LEED On-Line Construction Submittal: Coordinate, assemble and submit package to GBCI:

i. Assign Construction Credits; Set reasonable timeline for each credit upload.
ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package (does it address LEED credit requirements adequately) prior to submittal of the whole package to GBCI for review.
iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
iv. Monitor GBCI review timeline
v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
vi. Once all responses are acceptable, submit for GBCI re-review.
vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.

g) Serve as project LEED Administrator throughout construction and closeout as required until LEED Certification is received.

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

D. Close Out Phase

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

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

2. The AOR is responsible for facilitating a walkthrough on site with the Authorized Board Representative,

Commissioning Agent and User Agency to review punch list items identified in the Contractor prepared initial punch list. The AOR will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

3. Oversee the Contractor's efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.

4. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. The Architect shall, accordingly, oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record, "as-built" drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.

5. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

6. Post Construction Review. The Commission will review Architect's performance in providing services during construction after the project punch list is complete. The Architect will be required to attend a meeting to discuss the performance review.

7. Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.

8. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.

9. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.

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

The Architect shall provide the following Services:

A. For all parts and phases of the project, if the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission and consistent process set forth in Article V, Schedule A.

B. The Architect will provide an Estimate of Probable Construction Cost at all phases of the project to establish that the Probable Construction Costs are within the Construction Budget. If the Architect's Estimate of Probable Construction Costs exceeds the Construction Budget then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission until the correspondingly revised Commission's Estimate of Probable Construction Costs is within the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted for review and approval to the Authorized Commission Representative within a reasonable time (not to exceed 10 days) after notice and

direction by the Authorized Commission Representative. The Services shall be provided by the Architect without compensation or an extension to the Project Schedule.

C. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.

1. Specifications will follow performance criteria outline format.
2. Specifications will identify acceptable manufacturers.
3. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
4. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.

D. At all phases of this Project are required to be designed in accordance with USGBC standards to achieve a minimum Leadership in Energy and Environmental Design (LEED) certification rating, or such other level as the Commission may designate; the requirements for the LEED rating designated by the Commission are set forth in the US Green Building Council LEED Reference Guide. LEED requirements are to be fully integrated into the bid documents, including drawings and specifications, and are included in the scope of the Architect's responsibilities with respect to contract administration.

E. At all phases of the project the Architect shall review the Commission's Environmental and Geotechnical Consultant's findings, and fully coordinate the Construction Documents. The Architect shall include the Commission's Environmental and Geotechnical Consultant's documentation in the Construction Documents at each milestone and Issue for Bid Documents.

F. At all phases of the project facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, impact on LEED certification, constructability, and material/product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.

G. Develop a furniture, fixture and equipment plan to locate electronic devices, including power, data, communications, security and life safety equipment.

H. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels or geothermal panels, public art).

I. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, permits, licenses, fees, or other approvals, as applicable that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project.

J. Oversee the Contractor's procurement and assembly of all required permits, licenses, and certificates from the contractor and arrange delivery of same to the Commission.

K. The Architect will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.

L. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:

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

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

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

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

SCHEDULE B

PROJECT DOCUMENTS

Preliminary Conceptual Design documents transferred on **November 20, 2014**.

SCHEDULE C
PROJECT SCHEDULE

A. Site Preparation, Abatement & Demolition: Scope Development Phase:

Scope Development: **December 12, 2014**

B. Site Preparation, Abatement & Demolition: Construction Documents Phase:

1. 75% Construction Documents: **N/A**
2. 100% Construction Documents. **January 9, 2015**

C. Site Preparation and Foundation: Construction Phase Services:

January 9, 2015 to March 30, 2015

D. Building: Conceptual Design Phase:

Conceptual Transfer: Preliminary Conceptual Design documents shall be transferred no later than **November 20, 2014**.

E. Building: Schematic Design Phase:

Scope not included for project's critical path.

F. Building: Design Development Phase:

Scope not included for project's critical path.

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 **February 9, 2015.**

3. Bid Preparation and Issue for Bid. Bid preparation documents shall be completed no later than **February 10, 2015** and Issue for Bid on **February 13, 2015**.

II. Building: Bid and Award Phase:

The Bid and Award phase of the project, from bid advertisement to bid opening through final contract award, is anticipated to require **30** calendar days to complete. Bidding phase will commence on **February 13, 2015** and due on **March 9, 2015**. PBC intends on awarding the project on **March 10, 2015.**

III. Building: Construction Phase Services:

Construction of the Project building shall be completed no later than **March 27, 2015** following the issuance of Notice to Proceed to the contractor.

IV. Building: Time of Completion

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

V. The Architect

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

SCHEDULE D
COMPENSATION OF THE ARCHITECT

I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a lump sum fee (Fee) of **$434,630** plus an estimated budget of **$86,000** for reimbursables (all reimbursables require prior written approval from the Commission's Representative). The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Allocation of Fee:		
Site Preparation		**$3,180**
Scope Development	35%	**N/A**
Construction Documents	35%	**N/A**
Bidding Phase Services	5%	**N/A**
Construction Phase Services	20%	**$2,385**
Project Close-out	5%	**$795**
Design/ Engineering of Building:		**$431,450.00**
Schematic Design	15%	**N/A**
Design Development	20%	**N/A**
Construction Documents	35%	**$188,800**
Bidding Phase Services	5%	**$31,400**
Construction Phase Services	20%	**$179,850**
Project Close-out	5%	**$31,400**

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

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Hourly Direct Salary Rate Schedule for Additional Service Work

FGM ARCHITECTS

Hourly Rate Schedule

FGM ARCHITECTS

	Direct	Billing
Principal	$73.08	$230.00
Arch IV	$47.60 - $73.08	$175.00
Arch III	$41.20	$140.00
Arch II	$26.92	$110.00
Arch I	$15.00 - $22.36	$85.00
Interior Designer IV		$175.00
Interior Designer III	$47.12	$140.00
Interior Designer II		$105.00
Interior Designer I	$21.15	$85.00
Landscape Architect	$46.01	$160.00
Project Administrator III	$33.17	$105.00
Project Administrator II		$80.00
Project Administrator I	$20.00	$70.00

JiL Tech Consulting

Senior Staff	$45.00	$110.00
Junior Staff	$30.00	$75.00

Terra Engineering

Principal	$93.59	$200.00
Senior Project Manager	$40.86	$175.00
Project Manager	$40.62	$174.00
Assistant Project Manager	$37.15	$159.00
Senior Project Engineer	$42.06	$180.00
Project Engineer	$21.87 - $30.53	$134.00
Cad Manager	$24.30	$104.00
Cad Technician	$21.50	$92.00
Senior Technician	$24.30	$104.00
On-Site Representative	$22.43	$96.00
Intern	$13.79	$59.00

1211 W. 22nd Street, Suite 705
Oak Brook, Illinois 60523-2109
630.574.8300 PHONE 630.574.9292 FAX
fgmarchitects.com

Administration	$19.86	$85.00
Clerical	$17.06	$73.00

Matrix Engineering

Principal	$70.00	$180.00
Associate	$48.00	$120.00
Senior Project Engineer	$40.00	$110.00
Project Engineer	$34.00	$90.00
Junior Engineer	$30.00	$80.00
Draftsperson	$28.00	$75.00
Technical Typist	$21.00	$55.00

Milhouse Engineering and Construction

Senior Project Manager	$111.23	$317.00
Mechanical Section Manager	$53.75	$151.39
Senior Mechanical Engineer	$72.04	$205.31
Electrical Section Manager	$46.31	$131.98
Senior Engineer	$61.95	$176.56
Associate Electrical Engineer	$43.27	$123.32
Assistant Engineer	$45.44	$129.50
Senior Engineering Technician	$57.13	$162.82
Associate Engineering Technician	$45.01	$128.28
Administration	$35.19	$100.29

SCHEDULE OF GENERAL BILLING RATES

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

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

MISCELLANEOUS EXPENSE RATES

DESCRIPTION	EXPENSE RATE
Printing	
11"x17" (black/white)	$0.65 / page
11"x17" (color)	$1.30 / page
24"x36" (black/white)	$3.00 / page
24"x36" (color)	$6.00 / page
30"x42" (black/white)	$4.37 / page
30"x42" (color)	$8.75 / page
36"x48" (black/white)	$6.00 / page
36"x48" (color)	$12.00 / page
External Plotting	Cost plus 10%
Shipping/Messenger Services	Cost plus 10%
Sub-consulting Services	Cost plus 10%
Travel	
Mileage	Per IRS Standard Mileage Rate
Parking	Cost plus 10%
Per Diem	$28.00 / day
Taxi	Cost plus 10%
Document Retrieval	Cost plus 10%
Permit Fees	Cost plus 10%

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.

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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.

OP ID: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2014

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 M.G. Welbel & Associates, Inc. Michael Welbel 650 Dundee Rd., Suite 170 Northbrook, IL 60062 Michael G. Welbel	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FGMIN-1
INSURED FGM Architects, Inc. 1211 W. 22nd St., #705 Oak Brook, IL 60523	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Continental Casualty Company — 20443 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	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PRIMARY &-------- [X] SUBJECT TO------- GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			PSB0001771 NON CONTRIBUTORY WRITTEN CONTRACT	10/01/2014	10/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PSB0001771	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $			PSE0001447	10/01/2014	10/01/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PSW0001597	10/01/2014	10/01/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Professional Liab			AEH 114077912	10/01/2014	10/01/2015	Per Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Dunne Technology Academy Modernizaiton. Project 05440. The Public Commission of Chicago, Board of Education of the City of Chicago & The City of Chicago are included as additional insureds as respect GL/Auto, subject to written contract requiring same per blanket endt. Waiver of subrogation applies as respect GL/WC

CERTIFICATE HOLDER

PUBLI06

Public Building Commission of Chicago
50 W. Washington St., Room 200
Richard J. Daley Center
Chicago, IL 60602

ok eryan 1/12/15

CANCELLATION

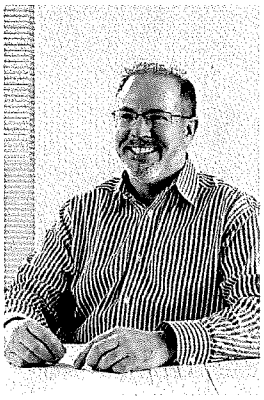
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Welbel

SCHEDULE F
KEY PERSONNEL

JAMES WOODS, AIA, CEFP, LEED AP BD+C



Director, PK–12 Education
Principal
Design Architect Manager

200 West Jackson,
Suite 705
Chicago, Illinois 60606
Phone: 312.948.8461
Cell: 312.307.3002
jimw@fgmarchitects.com

FIRM WIDE AWARDS

AIA Illinois
2003 Distinguished Firm Award, FGM Architects Engineers, Inc.

K–12 EDUCATION AWARDS

AIA Illinois
2009 Honor Award, Daniel Burnham Honor Award, Holy Family Ministries Center, Chicago, Illinois
2008 Honor Award, Frank Lloyd Wright Award, Grayslake North High School, Grayslake, Illinois

AIA Chicago
2008 Honor Award for Unbuilt Design, Holy Family Ministries Center, First Design, Chicago, Illinois

Northeast Illinois AIA
2009 Design Award, North Grove Elementary School, Sycamore, Illinois
2009 Design Award, Hickory Creek Middle School, Frankfort, Illinois
2009 Design Award, Fabyan Elementary School, Geneva, Illinois
2009 Design Award, Williamsburg Elementary School, Geneva, Illinois

Mr. Woods will be the Design Architect Manager. With more than 30 years' experience in the field of architecture, he has managed well over 2.5 billion dollars in projects. He has particularly enjoyed the collaboration with other architects throughout his career and has experience as the Design Architect's Managing Principal/Project Manager and the Architect of Record's Managing Principal/Project Manager. In recent years he has focused on the predesign phase of projects with his clients as he knows that it is then that projects are set up for success. Programming, planning and zoning analyses are particular skill sets that he has expertise in and often draws upon to the benefit of his clients. He enjoys helping his clients translate their visions into spaces that work and provide the greatest value for their budgets. He does this by thinking creatively about programming, planning and building systems to maximize efficiency, functionality and value.

While the majority of Jim's experience is in the PK-12 practice area, he also has extensive experience in higher education and municipal projects. Jim is a Certified Educational Facility Professional (CEFP), a mark of distinction in the educational facility planning profession (Council for Educational Facility Planners—CEFPI) and of benefit to educational facility planners worldwide. This designation is an opportunity to recognize a professional's successful achievement, continual professional training and an opportunity for them to be respected in their profession and community. Jim's projects have received more than 35 awards for design excellence.

EDUCATION
Master of Architecture, University of Virginia, 1981
Bachelor of Science in Architecture, University of Virginia, 1978
Polytechnic of Central London

PROFESSIONAL AFFILIATIONS
Licensed Architect / 1991 / Illinois
American Institute of Architects
Certified Educational Facility Professional—Council of Educational Facility Planners International
Council of Educational Facility Planners International
LEED Accredited Professional BD+C
Illinois State Board of Education 21st Century Schools Focus Group
Community Management Assistance Program's Volunteers in Education
City of Evanston Planning Commission, Past Chairman
City of Chicago, Self-Certified

RELEVANT EXPERIENCE

Chicago Public Schools, Chicago, Illinois
- Multiple Additions & Renovations over last 20 years
- Abbott School—Air Force Academy 2010 Remodeling
- Arnold Mireles Academy

Holy Family Ministries, Chicago, Illinois
- Holy Family Ministries Center

Mother McAuley Liberal Arts High School, Chicago, Illinois
- Feasibility Study & Master Plan
- Mother McAuley Liberal Arts High School Space Programming
- Chemistry Labs Addition

St. Rita of Cascia High School, Chicago, Illinois
- St. Rita High School Feasibility Study
- St. Rita High School Renovation & Expansion

University of Chicago, Chicago, Illinois
- Laboratory Schools Expansion & Renovation

Glen Ellyn School District 41, Glen Ellyn, Illinois
- District Wide Master Plan
- District Wide Site Improvements
- District Administration Office Renovation
- Facility Options Study
- Glen Ellyn Modular Classrooms
- Hadley Junior High School Library Media Center Renovation
- Pre-Referendum Services
- Main Street School Feasibility Study

Mascoutah Community Unit School District 19, Mascoutah, Illinois
- Mascoutah High School
- Pre-Referendum Services
- Mascoutah Elementary School

Mt. Vernon Township High School District 201, Mt. Vernon, Illinois
- Mt. Vernon High School

Cicero Elementary School District 99, Cicero, Illinois
- Administration & Testing Center Renovation
- Burnham Elementary School Addition & Renovation
- Unity Junior High School
- Wilson Elementary School
- Warren Park Replacement School

Berwyn North School District 98, Berwyn, Illinois
- Berwyn North Early Childhood Center, Pre-K Feasibility Study & District Office Relocation
- District Wide 10 Year Health & Life Safety Survey
- District Wide Life Safety Implementation
- District Wide Additons & Renovations

JAMES WOODS, AIA, CEFP, LEED AP BD+C
Director, PK–12 Education
Principal
Design Architect Manager

RELEVANT EXPERIENCE CONTINUED

- Curriculum Center Build Out
- Havlicek Elementary School Various Projects
- Jefferson Elementary School Life Safety Implementation
- Lincoln Middle School Yard Storage Room
- Prairie Oak Elementary School

Winfield School District 34, Winfield, Illinois
- District Wide Addition & Renovation
- Winfield K–8 School Addition & Renovation
- District Wide Master Plan
- District Wide Feasibility Study
- District Wide Facilities Audit

Northwestern University, Evanston, Illinois
- Allen Center Lecture Room Renovation

Triton College, River Grove, Illinois
- Science & Health Careers Renovation

City of Oakbrook Terrace, Oakbrook Terrace, Illinois
- City Facilities Concepts

Glen Ellyn Park District, Glen Ellyn, Illinois
- Pre-Referendum Services
- Main Street Recreation Center Addition & Renovation

Huntley Park District, Huntley, Illinois
- Recreational, Educational & Cultural (REC) Center Addition & Renovation

Village of Addison, Addison, Illinois
- Addison Village Hall

Village of Arlington Heights, Arlington Heights, Illinois
- Arlington Heights Village Hall Study
- Arlington Heights Village Hall

Village of Itasca, Itasca, Illinois
- Itasca Village Hall & Police Station

Village of Lake in the Hills, Lake in the Hills, Illinois
- Lake in the Hills Village Hall
- Lake in the Hills Space Needs Analysis

Village of New Lenox, New Lenox, Illinois
- New Lenox Village Hall

Village of West Dundee, West Dundee, Illinois
- Police Facilities Space Needs Analysis
- Fire Facilities Space Needs Analysis

JIM ANDREONI, CSI

Senior Associate
Quality Assurance / Senior Technical Staff

EDUCATION

Masters of Business Administration, Rosary College, 1986

Bachelor of Architecture, University of Illinois, 1978

FIRM WIDE AWARDS

AIA Illinois
2003 Distinguished Firm Award, FGM Architects Engineers Inc.

K–12 EDUCATION AWARDS

AIA Illinois
2009 Honor Award, Daniel Burnham Honor Award, Holy Family Ministries Center, Chicago, Illinois

AIA Chicago
2008 Honor Award for Unbuilt Design, Holy Family Ministries Center, First Design, Chicago, Illinois

Northeast Illinois AIA
2009 Design Award, Hickory Creek Middle School, Frankfort, Illinois
2009 Design Award, Holy Family Ministries Center, Chicago, Illinois

Chicago Building Congress
2009 Merit Award Winner, Construction Under $10M, Holy Family Ministries Center, Chicago, Illinois

Mr. Andreoni has been in the architectural field for 30 years. His previous educational project experience includes dozens of projects completed for Chicago Public Schools (CPS) and many other districts His work includes the design of several new schools as well as major additions and renovations to school. For the PBC, Jim will be involved with the technical issues surrounding the design and construction of the project. He has a thorough understanding of the codes and requirements and the different agencies that will be involved with this project. Jim is a key member of your project team and he will see your project through from conception until time of occupancy.

PROFESSIONAL AFFILIATIONS

American Institute of Architects, Associate Member
Construction Specifications Institute

RELEVANT EXPERIENCE

All Saints Catholic Academy, Naperville, Illinois
- All Saints Catholic Academy Expansion, Addition & Renovations
- All Saints Catholic Academy Addition & Renovations, Phase 2

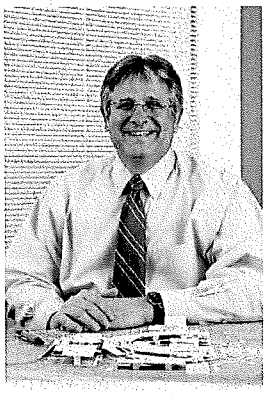
Berwyn North School District 98, Berwyn, Illinois
- Havlicek Elementary Schools & Lincoln Middle School—Additions & Renovations
- North Jefferson Elementary School Addition & Renovation

Chicago Public Schools, Chicago, Illinois
- Abbott School—Air Force Academy 2010 Remodeling
- Arnold Mireles Academy Major Capitol Renovations
- Arnold Mireles Academy ADA Upgrades
- Arnold Mireles Academy
- Benito Juarez High School Locker Room Renovation
- Benito Juarez High School Renovation of Classrooms
- Bradwell Elementary School Renovations
- Bradwell Elementary School ADA Upgrades
- Bradwell Elementary School Elevator Repairs
- Charles P. Caldwell Math & Science School Boiler Replacement
- Corliss High School Science Laboratory Renovations
- Crane High School Boiler Replacement
- Curie Metro High School ADA Work
- Daniel Webster School Major Capitol Renovations
- Dyette Academy Middle & High School Renovations
- Edgar Allan Poe Classical School Boiler Replacement
- Edgar Allan Poe Classical School HVAC Replacement
- Edward Tilden Career Community Academy High School
- Enrico Tonti Main School Sound Abatement
- Fenger Academy Locker Room Renovations
- Foster Park Elementary School Boiler Replacement
- Hancock College Preparatory Sound Abatement
- Hannah G. Solomon School Boiler Replacement
- Hayt Elementary School ADA Work
- Hubbard High School Pool Repair
- Hyde Park High School Swimming Pool Study
- Jane A. Neil Elementary School ADA Upgrades
- Jane A. Neil Elementary School Boiler Replacement
- James Johnson Elementary Summer Interior Renovation
- James Johnson Elementary School Major Capital Renovations
- James Johnson Elementary School Site Work
- John H. Hamline Elementary School Renovations
- John F. Kennedy Science Laboratory Renovations
- John F. Kennedy High School Renovations
- Laughlin Falconer Elementary School Masonry Repair
- Mason Elementary School Boiler Replacement
- Mason Elementary School Masonry Renovations
- Mather High School Addition & Renovations
- McCosh Elementary School ADA Upgrades
- McCosh Elementary School Major Capital Renovations
- McCosh Elementary School Elevator Installation
- Michael M. Byrne Elementary School Sound Abatement
- Percy L. Julian High School Exterior Renovations
- Phillips High School Science Lab Upgrades
- Simeon High School Pool Renovation
- South Chicago Community Area Elementary School Boiler Replacement
- South Chicago Community Area Elementary School Summer Renovations
- Songhai Elementary Learning Institute Pool Study
- Spencer Math & Science Academy Renovations
- Steinmetz High School Locker Rooms Renovations
- Steinmetz High School Roof & Window Replacements
- Steinmetz High School Science Laboratory Upgrades
- Thurgood Marshall Middle School Terra Cotta Repair
- Thurgood Marshall Middle School Renovations
- Washington Irving Elementary School Roof Replacement
- William Dever Elementary School Sound Abatement

Paris Community Unit School District 4, Paris, Illinois
- Paris Crestwood Elementary School 2013 Roof Replacement

Sycamore Community Unit School District 427, Sycamore, Illinois
- District Wide Health & Life Safety Implementation
- Sycamore High School Auditorium Renovations
- Sycamore South Prairie Elementary School Addition & Renovation
- Sycamore High School Secure Vestibule Addition

AUGUST F. BATTAGLIA, FAIA, REFP



Director, PK–12 Education
Principal
Design Architect Designer
PK-12 Education

During a career that has spanned more than 35 years, Mr. Battaglia's focus has been primarily the design of PK–12 educational facilities. His ability to elevate the aspirations of his clients has resulted in architecture that is inspiring to those who use it and those who simply pass by.

By organizing solids and voids, planes and masses and the color, Augie creates outstanding designs that celebrate the uniqueness of each client and project. He creates environments that support curriculum, engage their sites and encourage a life-long love of learning.

His designs are driven from two perspectives: the objectives of the client and the influences of the environment. And though his designs are exceptional, they are always respectful of the client's concerns for cost and function.

In 2008, Augie received the prestigious elevation to the Fellowship of the American Institute of Architects. The AIA Fellowship program was developed to elevate those architects who have made a significant contribution to architecture and society and who have achieved a standard of excellence in the profession. Many of his projects have been recognized with awards from client-based and architectural organizations.

PROFESSIONAL AFFILIATIONS

Licensed Architect / 1983 / Illinois, Wisconsin
Fellowship, American Institute of Architects
Illinois Association of School Boards
Council of Educational Facility Planners International (CEFPI)
Recognized Educational Facility Professional—Council of Educational Facility Planners International
Bloomingdale Parks Foundation Board, Vice-Chairman

EDUCATION

Master of Architecture, University of Illinois at Urbana-Champaign, 1976
Bachelor of Architectural Studies, University of Illinois at Urbana-Champaign, 1974

K–12 EDUCATION AWARDS

AIA Illinois
2009 Honor Award, Daniel Burnham Honor Award, Holy Family Ministries Center, Chicago, Illinois
2008 Honor Award, Frank Lloyd Wright Award, Grayslake North High School, Grayslake, Illinois

AIA Chicago
2008 Honor Award for Unbuilt Design, Holy Family Ministries Center, First Design, Chicago, Illinois

Northeast Illinois AIA
2011 Merit Award, Distinguished Building Category, Lincoln Elementary School, Cicero, Illinois
2009 Design Award, North Grove Elementary School, Sycamore, Illinois
2009 Design Award, Hickory Creek Middle School, Frankfort, Illinois
2009 Design Award, Fabyan Elementary School, Geneva, Illinois
2009 Design Award, Williamsburg Elementary School, Geneva, Illinois
2009 Design Award, Holy Family Ministries Center, Chicago, Illinois
2007 Honor Awards, Excellence in Architecture Award, Grayslake North High School, Grayslake, Illinois

RELEVANT EXPERIENCE

Holy Family Ministries, Chicago, Illinois
- Holy Family Ministries Center

Mother McAuley Liberal Arts High School, Chicago, Illinois
- Feasibility Study & Master Plan
- Mother McAuley High School Chemistry Lab Addition
- Mother McAuley Liberal Arts High School Space Programming

St. Rita of Cascia High School, Chicago, Illinois
- St. Rita High School Feasibility Study
- St. Rita High School Renovation & Expansion

Ida Crown Jewish Academy, Skokie, Illinois
- Programming & Planning

All Saints Catholic Academy, Naperville, Illinois
- Master Plan

The Avery Coonley School, Downers Grove, Illinois
- Avery Coonley School Addition & Renovation
- Master Plan

Berwyn North School District 98, Berwyn, Illinois
- Prairie Oak Elementary School
- Havlicek Elementary School Addition & Renovation
- Havlicek Elementary School Media Center
- Jefferson Elementary School Addition & Renovation
- Lincoln Middle School Addition

Bloomingdale School District 13, Bloomingdale, Illinois
- District Wide Master Plan
- DuJardin Elementary School Addition & Renovation
- Westfield Middle School Addition Study
- Westfield Middle School Addition & Renovation

Butler School District 53, Oak Brook, Illinois
- District Wide Facility Assessment Study & 10 Year Life Safety Survey

Cicero Elementary School District 99, Cicero, Illinois
- Administration & Testing Center Renovation
- Burnham Elementary School Addition & Renovation
- Lincoln Elementary School Addition & Renovation
- Unity Junior High School
- Warren Park Replacement School
- Wilson Elementary School

Community High School District 155, Crystal Lake, Illinois
- District Wide Additions & Renovations
- Crystal Lake Central High School Health & Life Safety Implementation
- Crystal Lake Central High School 5 Year Facilities Master Plan
- Crystal Lake Cary Grove High School Fine Arts Master Plan

Fenwick High School, Oak Park, Illinois
- Fenwick High School Master Plan
- Fenwick High School Addition & Renovation
- Fenwick High School Entrance

AUGUST F. BATTAGLIA, FAIA, REFP
Director, PK–12 Education
Principial
Design Architect Designer
PK-12 Education

RELEVANT EXPERIENCE CONTINUED

Frankfort School District 157C, Frankfort, Illinois
- District Wide Additions & Renovations
- Hickory Creek Middle School

Geneva Community Unit School District 304, Geneva, Illinois
- District Wide Master Plan
- District Wide Additions & Renovation
- 4th Street District Office Renovation
- Coultrap District Office Facilities Study & Renovation
- Fabyan Elementary School
- Williamsburg Elementary School
- Friendship Station Preschool

Glen Ellyn School District 41, Glen Ellyn, Illinois
- District Wide Master Plan
- District Wide Site Improvements
- District Wide Additions & Renovations
- District Administration Office Renovation
- Facility Options Study
- Glen Ellyn Modular Classrooms
- Hadley Junior High School Library Media Center Renovation
- Main Street School Feasibility Study
- Pre-Referendum Services

Grayslake Community High School District 127, Grayslake, Illinois
- Grayslake Central High School Master Plan
- Grayslake Central High School Renovations
- Grayslake Central High School Library & Arena Renovation
- Grayslake Central High School Student Services Office
- Grayslake North High School Master Plan
- Grayslake North High School Competition Gym
- Grayslake North High School

Guerin College Preparatory High School, River Grove, Illinois
- Guerin College Preparatory High School Master Plan
- Guerin College Preparatory High School Campus Reconfiguration
- Guerin College Preparatory High School Field House Concepts

Marian Central Catholic High School, Woodstock, Illinois
- Marian Central Catholic High School Addition

McHenry Community High School District 156, McHenry, Illinois
- McHenry East & West High School Addition & Renovation

Mt. Vernon City Schools District 80, Mt. Vernon, Illinois
- Mt. Vernon High School Pre-Referendum Services

Mt. Vernon Township High School District 201, Mt. Vernon, Illinois
- Mt. Vernon High School

Orland School District 135, Orland Park, Illinois
- Pre-Referendum Services
- Centennial Elementary School Addition & Renovation
- Jerling Junior High School Addition & Renovation
- Prairie School Addition & Renovation
- High Point Elementary School Addition & Renovation

PEGGY HOFFMANN, IIDA, LEED AP ID+C, REFP

Principal
PK-12 Educational Interiors Design

Ms. Hoffmann has 25 years of architectural and interior design experience. She is experienced in all phases of design with an emphasis on interior design, space planning, programming and furniture. Her responsibilities include establishing the design direction for interior design concepts and the selection of appropriate colors, materials, furniture and lighting. She works with the Design Director to ensure that each project fulfills the unique needs of each client. Her career has been primarily focused on the design of educational interiors. Peggy has a unique ability to design spaces that provide a comfortable and welcoming environment for students, teachers and the community. She is highly adept at organizing areas with color and furnishings, creating clear, defined spaces that are easily understandable and to provide strong solutions. Her philosophy of design is to present conscientious solutions that are aligned with each client's aesthetic and budgetary goals.

PROFESSIONAL AFFILIATIONS

Registered Interior Designer / 2009 / Illinois
International Interior Designers Association
LEED Accredited Professional
Recognized Educational Facility Professional- Council of Educational Facility Planners International

EDUCATION

Bachelor of Architecture, University of Cincinnati, 1988

RELEVANT EXPERIENCE

All Saints Catholic Academy, Naperville, Illinois
- All Saints Catholic Academy Expansion, Addition & Renovation

The Avery Coonley School, Downers Grove, Illinois
- Library Renovation
- Addition & Renovation
- Master Plan
- Commons Renovation
- 2014 School Improvement

Berwyn North School District 98, Berwyn, Illinois
- District Wide 10 Year Health & Life Safety Survey
- District Wide Additions & Renovations
- Prairie Oak Elementary School

Butler School District 53, Oak Brook, Illinois
- District Wide Facility Assessment Study & 10 Year Life Safety Survey

Cicero Elementary School District 99, Cicero, Illinois
- District Wide Master Plan
- District Wide Life Safety Implementation
- Administration & Testing Center Renovation
- Burnham Elementary School Addition & Renovation
- Lincoln Elementary School Addition & Renovation
- Unity Junior High School
- Warren Park Replacement School
- Wilson Elementary School
- Summer 2013 District Wide Projects

Community High School District 155, Crystal Lake, Illinois
- District Wide Additions & Renovations
- Crystal Lake Central High School Health & Life Safety Implementation
- District Wide Capital Improvements

Fenwick High School, Oak Park, Illinois
- Fenwick High School Addition & Renovation

Frankfort School District 157C, Frankfort, Illinois
- Chelsea Intermediate School Addition & Renovation
- Grand Prairie Elementary School Addition & Renovation
- Hickory Creek Middle School Addition & Renovation
- Hickory Creek Middle School

Geneva Community Unit School District 304, Geneva, Illinois
- District Wide Master Plan
- District Wide Additions & Renovations
- Coultrap District Office Renovation
- Fabyan Elementary School
- Friendship Station Preschool
- Geneva High School Addition & Renovation
- Geneva High School Floor Replacement
- Williamsburg Elementary School

Glen Ellyn School District 41, Glen Ellyn, Illinois
- District Administration Office Renovation
- Hadley Junior High School Library Media Center Renovation
- District Wide Additions & Renovations

Grayslake Community High School District 127, Grayslake, Illinois
- Grayslake Central High School Master Plan
- Grayslake Central High School Library & Arena Renovation
- Grayslake Central High School Student Services Office
- Grayslake North High School Competition Gym
- Grayslake North High School

Hillsboro Community Unit School District 3, Hillsboro, Illinois
- District Wide Facility Study
- District Wide Feasibility Study

K12 EDUCATION AWARDS

AIA Illinois
2009 Honor Award, Daniel Burnham Honor Award, Holy Family Ministries Center, Chicago, Illinois
2008 Honor Award, Frank Lloyd Wright Award, Grayslake North High School, Grayslake, Illinois

AIA Chicago
2008 Honor Award for Unbuilt Design, Holy Family Ministries Center, First Design, Chicago, Illinois

Northeast Illinois AIA
2011 Merit Award, Distinguished Building Category, Lincoln Elementary School, Cicero, Illinois
2009 Design Award, North Grove Elementary School, Sycamore, Illinois
2009 Design Award, Hickory Creek Middle School, Frankfort, Illinois
2009 Design Award, Fabyan Elementary School, Geneva, Illinois
2009 Design Award, Williamsburg Elementary School, Geneva, Illinois
2009 Design Award, Holy Family Ministries Center, Chicago, Illinois
2007 Honor Awards, Excellence in Architecture Award, Grayslake North High School, Grayslake, Illinois

PEGGY HOFFMANN, IIDA, LEED AP ID+C, REFP
Principal
PK-12 Educational Interiors Design

Holy Family Ministries, Chicago, Illinois
- Holy Family Ministries Center

Immaculate Conception Parish School, Elmhurst, Illinois
- Noise Abatement Renovation

Marian Central Catholic High School, Woodstock, Illinois
- Marian Central Catholic High School Addition

Mascoutah Community Unit School District 19, Mascoutah, Illinois
- Mascoutah High School
- New District Office
- Wingate Elementary School

McHenry Community High School District 156, McHenry, Illinois
- McHenry East High School Addition & Renovation
- McHenry West High School Addition & Renovation

Midwest Montessori Teacher Training Center, Evanston, Illinois
- Noyes Street Building Retail Renovation

Mother McAuley Liberal Arts High School, Chicago, Illinois
- Feasibility Study & Master Plan
- Mother McAuley High School Addition & Renovation
- Mother McAuley Little School Preschool Renovation Study

O'Fallon Community Consolidated School District 90, O'Fallon, Illinois
- Carriel Junior High School

Orland School District 135, Orland Park, Illinois
- District Wide Site Improvements
- District Wide Additions & Renovations
- Centennial Elementary School Roof Replacement
- High Point Elementary School Rooftop Mechanical Unit Installation

Paris Community Unit School District 4, Paris, Illinois
- Paris High School

Ravinia Nursery School, Highland Park, Illinois
- Ravinia Nursery School Master Plan
- Ravinia Nursery School Renovation

Rich Township High School District 227, Olympia Fields, Illinois
- District Wide Campus Upgrades

Rockford Public Schools, Rockford, Illinois
- Auburn High School Field House
- East High School Field House
- Froberg Elementary School Addition

St. Rita of Cascia High School, Chicago, Illinois
- St. Rita High School Renovation & Expansion

Sycamore Community Unit School District 427, Sycamore, Illinois
- District Wide Health & Life Safety Implementation
- District Office Renovation
- Sycamore Middle School Addition & Renovation
- Sycamore North Grove Elementary School

University of Chicago, Chicago, Illinois
- Laboratory Schools Expansion & Renovation
- Laboratory Schools Furniture Design

Warren Township High School District 121, Gurnee, Illinois
- Almond Campus Addition & Renovation
- O'Plaine Campus Additions & Renovation

Wesclin Community Unit School District 3, Trenton, Illinois
- New High School Study

West Washington County Community School District 10, Okawville, Illinois
- K–12 School

Winfield School District 34, Winfield, Illinois
- District Wide Addition & Renovations
- Winfield K–8 School Addition & Renovation

RYAN VENHUIZEN, LEED AP BD+C

Associate
Project Architect

Mr. VenHuizen has over six years of professional experience in the design of a broad range of building types including police stations, fire stations, 911 centers, village halls, golf clubhouses, schools, recreation centers and aquatic parks. His duties have included management of the production of construction documents, coordination of consulting engineers' documents and administration of the construction process. He is also a member of FGM's Revit User Group, where he helps develop standards and procedures that improve upon the quality of FGM's construction documents. Ryan's keen eye for design aesthetics and attention to detail have translated into successful projects for his clients.

EDUCATION
Master of Architecture, Judson University, 2010

PROFESSIONAL AFFILIATIONS
LEED Accredited Professional

RELEVANT EXPERIENCE

Chicago Public Schools, Chicago, Illinois
- Dunne Technology Academy Addition & Renovation

Village of Franklin Park, Franklin Park, Illinois
- Police Station

Village of Glendale Heights, Glendale Heights, Illinois
- Civic Center Renovation

Village of Hoffman Estates, Hoffman Estates, Illinois *
- Police Station *

Village of New Lenox, New Lenox, Illinois
- Police Station

Rockford Fire Department, Rockford, Illinois
- Fire Station No. 3

City of Rockford, Rockford, Illinois
- Police District 1 Police Station
- Police District 3 Police Station

Chicago 16" Softball Hall of Fame, Forest Park, Illinois
- Addition & Renovation

Village of Glendale Heights, Glendale Heights, Illinois
- Sports Hub & Aquatic Center Expansion and Renovation

Park Ridge Park District, Park Ridge, Illinois
- Youth Campus Development

Wheeling Park District, Wheeling, Illinois
- Chevy Chase Golf Clubhouse Addition & Renovation

*** Project completed while Mr. VenHuizen was affiliated with another firm or institution.**

JIL TECH CONSULTING
107 W Van Buren St, Ste 211
Chicago, IL 60605

Vada Kornegay, AIA, LEED AP
JIL Tech Consulting

Atten: Jim Woods
200 W. Jackson Blvd
Ste. 1040
Chicago, IL 60606

PROPOSAL

Project: **Dunne Tech Academy Elementary School Modernization**
Project No. 05440

Based upon your Request for Proposal for consulting services for the aforementioned project, we are pleased to submit our proposal for services herein. It is our understanding that the specific scope of these services is for Construction Documents, Bidding, Contract Administration, and Project Close-Out phases of Work. A proposal for Concept Design/Building Assessment and Design Development Phases are under separate proposal and separate cover.

Execution Strategy

Our execution strategy incorporates proven methodologies, qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how the project will be developed in accordance with the proposed project phases.

Technical Approach

Our team uses the the best technology and equipment to achieve the desired results of our client. Every project is approached with accuracy, technology and collaboration in mind.

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
LEED Documentation and Coordination	Act as LEED project manager, coordinate design team LEED documentation and manage LEED project online account.

Timeline for Execution

Key project phase activities are outlined below. Phases are described therein as follows:
Concept and Building design (CBD)
Design Development (DD)
Construction Documents (CD)
Bidding (BID)

Contract Administration (CA)
Project Close-Out (CO)

Click here to enter text.

Task	Phase	Percentage	Duration (hours)
LEED Documentation - Design Phase	CD	25.00%	100
LEED Reporting - Design Phase	CD	20.00%	80
LEED Project Management -Design Phase	CD	10.00%	40
LEED Design Phase Submission comments review and resolution	BID	7.50%	30
LEED Documentation - Construction Phase	CA	10.00%	40
LEED Reporting - Construction Phase	CA	10.00%	40
LEED Project Management - Construction Phase	CA	10.00%	40
LEED CA Phase Submission comments review and resolution	CO	7.50%	30

Pricing

The following table details the pricing for delivery of the services outlined in this proposal.
This pricing is valid for <## days> from the date of this proposal:

Services Cost <Category #1>	Price
LEED Documentation and Coordination	48,750.00
Additional Services (hourly rate) = $125/hour	
Total	48,750.00

Qualifications

JIL Tech Consulting is continually proven to be an industry leader for Architectural Technology Services in the following ways:

- Architecture
- Project management
- Building information Modeling
- Existing Building Documentation

JIL TECH CONSULTING
107 W Van Buren St, Ste 211
Chicago, IL 60605

- Record Drawings
- LEED documentation

Resume for Vada Kornegay can be found under separate cover.

Conclusion

We look forward to working with FGM Architects and supporting your efforts to complete this project in accordance with your highest standards and expectations.

Sincerely,

Vada Kornegay, AIA, LEED AP
Principal

Accepted by: *Title:* *Date:*

JIL TECH CONSULTING
107 W Van Buren St, Ste 211
Chicago, IL 60605

Vada Kornegay, AIA, LEED AP
JIL Tech Consulting

Atten: Jim Woods
200 W. Jackson Blvd
Ste. 1040
Chicago, IL 60606

PROPOSAL

Project: **Dunne Tech Academy Elementary School Modernization**
Project No. 05440

Based upon your Request for Proposal for consulting services for the aforementioned project, we are pleased to submit our proposal for services herein. It is our understanding that the specific scope of these services is for Concept Design/Building Assessment and Design Development phases of Work. A proposal for Construction Documents, Bidding, Contract Administration, and Project Close-Out Phases are under separate proposal and separate cover.

Execution Strategy

Our execution strategy incorporates proven methodologies, qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how the project will be developed in accordance with the proposed project phases.

Technical/Project Approach

Our team uses the the best technology and equipment to achieve the desired results of our client. Every project is approached with accuracy, technology and collaboration in mind.

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
Existing Building Documentation	Document existing building conditions via measurement, photography and on site verification.
3D model of existing Building	Create a 3D model that accurately represents the existing conditions of the major building elements in software compatible with AOR model and software.
LEED Documentation and Coordination	Act as LEED project manager, coordinate design team LEED documentation and manage LEED project online account.

JIL TECH CONSULTING
107 W Van Buren St, Ste 211
Chicago, IL 60605

Timeline for Execution

Key project phase activities are outlined below. Phases are described therein as follows:

Concept and Building design (CBD)
Design Development (DD)
Construction Documents (CD)
Bidding (BID)
Contract Administration (CA)
Project Close-Out (CO)

Click here to enter text.

Task	Phase	Percentage	Duration (hours)
Existing conditions - site verification preliminary	CB	4.26%	10
Existing Building model preliminary	CB	34.05%	80
LEED project consultant registration	CB	4.26%	10
LEED project Information documentation	DD	6.38%	15
LEED credit verification	DD	21.28%	50
Existing conditions - site verification preliminary	DD	4.26%	10
Existing Building model verified	DD	17.00%	40
Existing Building Report	DD	8.51%	20

Pricing

The following table details the pricing for delivery of the services outlined in this proposal.
This pricing is valid for <## days> from the date of this proposal:

Services Cost <Category #1>	Price
Existing Building Documentation, Existing Building Model and LEED Documentation and Coordination	$26,250.00
Additional Services (hourly rate) = $125/hour	
Total	$26,250.00

JIL TECH CONSULTING
107 W Van Buren St, Ste 211
Chicago, IL 60605

Qualifications

JIL Tech Consulting is continually proven to be an industry leader for Architectural Technology Services in the following ways:

- Architecture
- Project management
- Building information Modeling
- Existing Building Documentation
- Record Drawings
- LEED documentation

Resume for Vada Kornegay can be found under separate cover.

Conclusion

We look forward to working with FGM Architects and supporting your efforts to complete this project in accordance with you highest expectation.

Sincerely,

Vada Kornegay, AIA, LEED AP
Principal

Accepted by: *Title:* *Date:*

VADA KORNEGAY
vadak@jiltechconsulting.com

EXPERIENCE AND ACCOMPLISHMENTS

BIM

As the owner and the operator of JiLTech Consulting, I work in conjunction with technical staff to develop BIM (Building Information Modeling) standards; Manage BIM models for Contractors, Architects and Trades contractors; document existing conditions via 3D scanning and point cloud registration; Trimble point layout data file creation, develop model content; customize templates; build custom processes and establish BIM standards. I assist in training on Autodesk and Navisworks software; as well as give guidance on software questions and concerns. I also do content creation and Facilities model management for owners and manufacturers.

Architecture

In the field of architecture I've worn a variety of hats. I've meet with clients to discuss programming and planning needs for projects; created drawings for all phases of architectural work, including: Schematic Design, Design Development, Construction Documents, Sketches and Renderings. During the Programming phase I've conducted end user interviews and created space plans in preparation for Schematic Design. I've done site and facility analysis including: Health Life Safety, Micro Climate and Programming analysis. Construction Administration and Bidding tasks such as: reviewed and responded to requests for information, created punchlists, reviewed shop drawings and made drawing revisions, as necessary, due to unknown field conditions, changes to scope and new information.

Project Management

I've overseen the quality and coordination of projects; I've managed client and team meetings to coordinate the evolving changes of the project and clarified and communicated client requests, changes and needs to the team members as they arose. As project architect, I've coordinated all aspects of the construction documents, the architectural staff and the related consultants and engineers. As a Bridge Expediter, I've managed major Illinois, Indiana and Missouri Department of Transportation bridge and highway contracts for Ambassador Steel. My efforts to improve department organization and performance resulted in improved customer relations, return of old customers and an increased number of new projects. I was tasked with: initiating customer contact, managing material scheduling and shipment, documenting vendor activity, client and vendor daily communication and scheduling appropriate ratios of material based on the projects construction and traffic schedule. I was also responsible for reviewing and approving: invoices, back charges and change orders.

Technical

I have over 17 combined years of CAD experience using: AutoCAD, Architectural Desk Top, Revit, Navisworks, Microstation, Viz and 3D Max. I've done Installation and fabrication drafting for various trades including: signage, stair fabrication, miscellaneous metals, sunshades devices, rebar detailing and bending diagrams, sliding glass doors, storefront and curtain wall systems. As a CAD manager with Doralco/Intertec, I managed the quality and accuracy of shop drawings prior to submission, implemented and maintained CAD standards. As an expediter with Ambassador Steel, I developed and implemented a new tracking database using Microsoft Access. Due to its effectiveness and efficiency in helping to track shipments and create reports on tonnage and material sales in my local office, I was asked to implement the program in other company locations.

LEED

I've been a LEED AP since 2009. As a LEED consultant, I've coordinated, reviewed and uploaded LEED documentation for employees and clients. Often I've made suggestions and clarified LEED requirements in an effort to meet the LEED expectations and requirements set for by owners and design teams.

PROJECT LIST

Major Highways (Illinois, Missouri and Indiana Department of Transportation projects):
Michigan Ave Viaduct
I-55 Renovation
I-64 Renovation
I-355 Renovation
I-290 Eisenhower Renovation
I-90 Skyway Renovation

Airport
Dallas Fort Worth Airport- CAD manager and Microstation software trainer for Carol Naughton and Associates.

Government Architectural projects (not BIM):
Great Lakes Naval Visitors Center
Great Lakes SAMT center

Telecommunications projects (not BIM):
Univision Satellite Towers

BIM projects Architectural:
University of Chicago Lab Schools
Wheaton College Science Center
Triton College Health Science School
GSU New Student Residence
University of Illinois Champaign - Ikenberry Dorms
Western University Dining Hall and Dorm Renovation
Frankfort Middle School renovation
Grayslake High School
Sycamore Middle School
Hickory Creek Middle School Addition

JILTech BIM and LEED consulting projects:
Lend Lease – Construction model
- Belvidere Dalton Mid-rise Pricing exercise – BIM

Griskelis Young Harrell Architects – BIM Consulting
- Wrigley Building Suite S520 - BIM
- Wrigley Building Suite S1600 - BIM
- Wrigley Building Conference Center - BIM

Griskelis Young Harrell Architects – LEED Consulting
- John Marshall Law School - LEED consulting and documentation

Continental Electric – BIM Modeling
- Valparaiso University Student Housing - Electrical Trade model
- Coke Energy Plant– Electrical Trade modeling and consulting
- Urschel Labs - Electrical Trade modeling

Tonn & Blank – BIM Consulting
- A&E department – Revit training
- Urschel Labs – BIM modeling and consulting
- Mainstreet Crown Point, IN Assisted Living and Nursing Facility – BIM management and Gap modeling
- Mainstreet Dyer, IN Assisted Living and Nursing Facility – BIM management and Gap modeling
- Franciscan Healthcare Munster, IN – BIM management

Circle R Mechanical- BIM Modeling
Franciscan Healthcare Munster, IN – Plumbing and Medical Gas Trade models

WORK EXPERIENCE

JiL Tech Consulting, Forest Park, IL, January 2013 - Current
Principal/Owner
FGM Architects, Oak Brook, IL, May 2005 – December 2012
Architect
Hestrup & **Associates,** St. Charles, IL, December 2002 – September 2004
Designer
Ambassador Steel, Burr Ridge, IL April 1995 – April 1999
Project Manager/ Expediter

CONTRACTS

Doralcol Intertec, Alsip, IL, September 2001 – November 2002
Drafting Manager
Carol Naughton and Associates, Chicago, IL, June 2001, September 2001
CAD Manager- Dallas Fort-Worth Airport
Quality Iron Works, Bensenville, IL, June 1999-January 2000
Shop Manager (Stair Fabricator)
Hestrup & **Associates,** St. Charles, IL, April 1999 – June 1999
Architectural Designer – St Charles High School

ACCREDITATIONS

State of Illinois Licensed Architect
AIA
LEED AP
NCARB IDP

EDUCATION

University of Illinois at Chicago - BArch
College of DuPage - Architectural Technology

COMPUTER SKILLS

Revit, Navisworks, Autodesk Point layout, Trimble point layout, Sketch-up, AutoCAD, Architectural Desk Top, Microstation, Viz, 3D Max, Photoshop, In Design, Lotus Notes, AS400, Quickbooks and Microsoft: Word, Access, Excel, Publisher, & Powerpoint.

MEMBERSHIPS AND AFFILIATIONS

Architecture for Humanity, Habitat for Humanity, United States Green Building Council, and One Brick

REFERENCES

Upon request

November 14, 2014
(Revised January 14, 2015)

James Woods
FGM Architects
1211 West 22nd St., Ste. 705
Oak Brook, IL 60523

RE: Proposal for Structural Engineering Design Services
Renovations and Additions to Dunne Technology
10845 S Union
Chicago, IL
MEC Proposal No. 14072

Dear Jim:

In response to your request for proposal, Matrix Engineering Corporation (MEC) is pleased to submit this proposal to provide structural engineering services for the referenced project.

I. CLIENT INFORMATION

Phone: 630.574.7077
Email: jimw@fgmarchitects.com

II. DESCRIPTION OF THE PROJECT

Demo the 1954 building and build a single story addition in the same place – gym plus science classroom and pre-engineering classroom – also a 2 story link with an elevator for ADA accessibility, approximately 10,000 sq. ft. Also renovations to the 1971 building including window replacement and interior partition upgrades or replacements.

III. SCOPE OF SERVICES

The services will consist of:

A. Schematic Design Phase

1. **Design Criteria** - Prepare design criteria.
2. **System Descriptions** – Develop schematic framing scheme. Provide system descriptions for framing scheme. Coordinate framing scheme with general requirements of the Architectural and MEP disciplines to the extent that allows evaluation of system viability.
3. **Drawings** - At the completion of Schematic Design, prepare drawings for superstructure. Identify typical member dimensions to the extent that allows dimensional coordination. Include material quantity notes to the extent that allows cost estimating by the Owner's cost estimating consultant. Include general notes that define construction parameters. Include typical details.
4. **Meetings** - Participate in project meetings and work sessions.
5. **Assisting the Owner with Selecting a Geotechnical Engineer** - Develop request for proposal for geotechnical engineering services, for use by the Owner in retaining a geotechnical engineer. Assist the Owner in evaluating geotechnical engineering proposals. Assist the geotechnical engineer in preparing a boring plan.

B. Construction Documents Phase

1. **Assisting the Owner with Selecting a Geotechnical Engineer** – Develop request for proposal for geotechnical engineering services, for use by the Owner in

retaining a geotechnical engineer. Assist in evaluating geotechnical engineering proposals. Assist the geotechnical engineer in preparing a boring plan.

2. **Calculations** – Prepare detailed structural calculations for the foundation and superstructure.
3. **Drawings** – Provide foundation and superstructure drawings for use as contract documents, for bidding and for producing shop drawings. Assist in coordinating the structural design with the Architectural and MEP disciplines.
4. **Specifications** – Provide structural calculations for use as contract documents, for bidding and for producing shop drawings.
5. **Meetings** – Participate in project meetings and work sessions.
6. **Permitting** – Assist in obtaining building permits.

C. Bidding or Negotiation Phase

1. Respond to Bidders' requests for information.
2. Issue Addenda, if necessary.

D. Construction Phase

1. **Submittals Processing** – Structural Submittals will be processed after the Contractor has coordinated each submittal with other work and existing conditions. MEC will return (1) paper copy and (1) reproducible copy of reviewed submittals.
2. **Periodic Site Visits** - If requested, conduct periodic site visits to observe structural construction for general compliance with the contract documents. The basic services may include up to 5 visits to the site during construction. Site visits will be conducted according to a mutually agreed upon schedule.
3. Respond to Contractor's requests for structural information.

IV. FEES

A. Basic Fee

1. We propose to provide the listed services for a lump sum fee of **$25,000**.

2. MEC's invoice for the basic fee will be proportioned as set forth below:

Schematic Design	15%
Design Development Phase	20%
Contract Documents Phase	35%
Bidding & Negotiating	5%
Structural Construction Phase	20%
Project Close-out	5%

B. Expenses

1. The following expenses are in addition to the basic fee:
   a. Reproductions, courier service, and express mail.
   b. Printing and plotting costs. All drawings will be electronically forwarded to an outside printing shop for plotting and printing, and the cost will be charged to the Client with 10% markup.
   c. Structural cost estimating.

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Structural Engineers | Chicago Illinois 60604-3901 | f 312 427 4220 | matrixchicago.com

V. ADDITIONAL SERVICES

The following services are not included in the proposed services and are not included in the basic fee. If authorized by Client, MEC will perform the following additional services at the hourly rates attached to this proposal.

A. Engineering and drafting of deep foundations (piles or caissons) and/or structural slab-on-grade, if determined to be required after the date of this proposal.

B. Providing design for site structures related to Electrical, Mechanical, Plumbing and Civil Engineering.

C. Addressing future facilities, systems, and equipment.

D. Addressing existing construction outside the Project limit.

E. Accommodating revisions including, but not limited to, changes in Project scope, area, cost, schedule and accommodating revisions in the CD phase that affect the structural systems (revisions to column locations, floor elevation, member depth limits and exterior wall systems, etc).

F. Providing full time observation of the work.

G. Processing submittals from the Contractor related to loads imposed by the Contractor's temporary work, temporary equipment, construction crane, and construction hoist.

H. Preparing as-built drawings.

I. Designing tenant modifications.

J. Serving as an expert witness or consultant in connection with any public or private hearing, arbitration or legal proceeding.

VI. ASSUMPTIONS AND LIMITATIONS

A. Light Gage Steel: MEC will provide performance criteria for light gage members, allowing the supplier to provide engineering design in conformance with the Project requirements. Light gage steel fabricator will provide complete engineering design for light gage members, developed under the supervision of a licensed Structural Engineer, based on loading information included in the contract documents. MEC's processing of the supplier's submittals will not relieve the supplier and its Structural Engineer of their responsibility for the design services they perform.

B. Structural Steel Connections: MEC will provide performance criteria for structural steel connections, allowing the supplier to provide engineering design in conformance with the Project requirements. Structural steel fabricator will provide complete engineering design for connections, developed under the supervision of a licensed Structural Engineer, based on loading information included in the contract documents. MEC's processing of the supplier's submittals will not relieve the supplier and its Structural Engineer of their responsibility for the design services they perform.

C. Structural Precast Concrete: Prefabricated concrete and the related connections are addressed through performance criteria, allowing the supplier to provide engineering design in conformance with the Project requirements. Structural precast concrete supplier will provide complete engineering design for components, developed under the supervision of a licensed Structural Engineer; based on performance criteria included in the contract documents.

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D. Masonry Partitions: Masonry partitions will be indicated on the Architectural Drawings. MEC will assist the Architect by providing design recommendations in response to specific inquiries.

E. Miscellaneous Architectural Elements: If requested, MEC will assist the Architect in specifying performance criteria for use by others in structural design of items that are indicated on the Architectural drawings and that benefit from structural engineering input, such as railings, light gage steel, cold formed steel, and miscellaneous steel. MEC will assist with items that are specifically identified to MEC during the design phase.

F. Temporary Conditions: All required earth retention systems and any other temporary system required for construction (including, but not limited to bracing, shoring, and underpinning) will be entirely designed and detailed by a Licensed Structural Engineer retained by the Contractor.

VII. TERMS AND CONDITIONS

MEC Standard Terms and Conditions are attached and are hereto made a part of this proposal.

We look forward to your favorable response and an opportunity to serve you. Please call if you have any questions.

If the above meets with your agreement, kindly sign below and return this letter agreement, keeping a copy for your records. Your signature below indicates acceptance of this proposal and the attached terms and conditions.

Sincerely,

MATRIX ENGINEERING CORPORATION

Gene C. Mojekwu, Ph.D., P.E., S.E.
Principal

ACCEPTED:

BY:_____

COMPANY:_____

_____

DATE:_____

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Structural Engineers | Chicago Illinois 60604-3901 | F 312 427 4220 | matrixchicago.com

MATRIX

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

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

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

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

EXPERIENCE SUMMARY

Dr. Mojekwu has over 28 years combined practical, teaching and research experience in structural engineering, advanced structural mechanics and foundation engineering. He has extensive experience in the structural design of buildings, environmental facilities and special structures, as well as evaluation, rehabilitation and restoration of existing construction.

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

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

REPRESENTATIVE PROJECTS

- Mount Greenwood Elementary School Addition, Chicago, IL – Approximately 28,000 sq. ft., 2-story, 8-classroom elementary school addition with dining
- Darwin Elementary School, Chicago, IL – Renovation of existing elementary school in include accessibility upgrades
- Skinner Elementary School, Chicago, IL - 3-story, 100,000 sq. ft., LEED Gold Certified, elementary school wiith attached gymnasium.
- Federico Garcia Lorca Elementary School, Chicago, IL - A 3-story, 106,000 gross sq. ft. pre-kindergarten through 8· grade school designed to achieve LEED Silver Certification. The school willl accommodate up to 900 students.
- Alexander Dumas Elementary School, Chicago, IL – ADA compliance modifications included new exterior elevator for 3-story building. New concrete ramp at main North entrance
- William E. Gladstone Elementary School, Chicago, IL – New elevator addition at entry vestibule of north building. Addition of breezeway connecting existing entrance vestibule with new elevator
- Schneider Elementary School, Chicago, IL – Renovations include addition of interior elevator
- Curtis Elementary School, Chicago, IL – New interior elevator in annex building, ramps in annex building, and new limited use elevator in main building

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matrixchicago.com

- Senn High School Renovations, Chicago, IL – New interior elevator through 3 floors and roof. Addition of one interior and one exterior ramp to existing structure
- Thomas Kelly High School, Chicago, IL - 4-story, 74,000 sq. ft. structural steel building addition
- Davis-Shields School, Chicago, IL - 3-story, 83,300 sq. ft. elementary school addition
- Bronzeville Military Academy, Chicago Public Schools, Chicago, IL - The project, recognized with an award by National Trust for Historic Places, included existing condition assessment and design for transforming the old 8th Regiment Armory, a 60,000 sq. ft. landmark building, into the nation's first public college preparatory military academy
- Richard E. Byrd Community Academy, Chicago, IL - 4-story, 84,000 sq. ft. structural steel building addition
- Henry D. Lloyd Elementary School, Chicago, IL - 3-story, 75,600 sq. ft. elementary school addition
- Gray Elementary School, Chicago, IL - 3-story, 54,000 sq. ft. elementary school addition
- Gale Elementary School, Chicago, IL - 4-story, 56,000 sq. ft. elementary school addition
- Richard E. Byrd Community Academy, Chicago, IL - 4-story, 84,000 sq. ft. school building addition
- Ulysses S. Grant Elementary School Gymnasium Addition, Chicago, IL – New 25,000 sq. ft. competition size gymnasium and team locker rooms as an addition to the Grant School
- Back of the Yards High School, Chicago, IL – new 3-story (plus lower level), 209,160 sq. ft. prototype high school designed to accommodate 1,210 students
- Miles Davis Elementary School, Chicago, IL - 100,000 sq. ft. elementary school
- Edward K "Duke" Ellington, Chicago, IL - 3-story, 114,000 sq. ft. elementary school
- Anderson Academy, Chicago, IL - 3-story, 112,200 sq. ft. elementary school
- John D. Shoop Elementary School, Chicago, Illinois - 27,000 sq. ft. elementary school
- Pickard Elementary School Addition, Chicago, IL - 4-story, 46,000 sq. ft. elementary school
- Edward Jenner Elementary School, Chicago, IL - 4-story, 95,000 sq. ft. elementary school

New McNair Elementary School, Chicago, IL - 94,000 sq. ft. elementary school

- New Field Elementary School, Chicago, IL - 3-story, 85,000 sq. ft. elementary school
- Hibbard Elementary School Addition, Chicago, IL - 3-story, 66,000 sq. ft. elementary school
- Van Vlissingen Elementary School, Chicago, IL - 3-story, 85,000 sq. ft. elementary school
- McKay Elementary School Addition, Chicago, IL - 3-story, 73,000 sq. ft. elementary school

MILHOUSE℠

CIVIL
MECHANICAL-ELECTRICAL
PLUMBING/FIRE PROTECTION
CONSTRUCTION MANAGEMENT
PROGRAM MANAGEMENT
RETRO COMMISSIONING
COMMISSIONING
ENVIRONMENTAL
STRUCTURAL
ARCHITECTURE

January 28, 2015

James Woods
Principal
FGM Architects

Chicago, IL 6060

Subject: Dunne Technical School Addition & Renovation

Dear Jim:

Per your request, we submit the following information regarding our participation in the above project. Milhouse Engineering & Construction, Inc. is designing the mechanical, electrical, plumbing and fire protection systems for the new addition and the existing 1971 building as defined in the scope of work issued by CPS and the PBC (attached) incorporating changes defined during the weekly project meetings. We have broken our fee down into two separate contracts as you have requested. The breakdown is as follows:

Design Assessment	
Design assessment	$27,750
TOTAL	**$27,750**
AOR Services	
Design Development	$38,750
Construction Documents	$66,750
Bidding	$9,500
Construction Administration	$37,750
Project Close-Out	$9,500
TOTAL	**$162,250**

Please let us know if additional information is required for our sub-agreement to be executed.

Very truly yours,
Milhouse Engineering & Construction, Inc.

Mr. Joseph Zurad, Vice President of Engineering

C: D. Crater
M. Barenbaum
R. Heitner

c:\users\ldedeaux\appdata\local\microsoft\windows\temporary internet files\content.outlook\1t8cxgvt\150128 scope breakdown letter to fgm as requested.docx

60 E. VAN BUREN | SUITE 1501 | CHICAGO, IL 60605 | PHONE: 312.987.0061 | FAX: 312.987.0071 | WWW.MILHOUSEINC.COM

RAYMOND HEITNER, P.E.
SENIOR MECHANICAL ENGINEER

Mr. Heitner is a Senior Mechanical Project Engineer for Milhouse Engineering & Construction, Inc. He is an accomplished Engineer with over 44 years of diversified design and managerial experience. Mr. Heitner has extensive experience in program management and alternate energy systems for municipal facilities, laboratories, industrial and commercial buildings, hospitals, educational facilities, and power plants. He has been directly involved in value engineering throughout his career, and especially in the Chicago Public Schools program. He has provided management and design direction for Superfund projects and demonstrated engineering and quality assurance services for power generation systems, solid waste landfills, incineration systems, emission control systems, HVAC, plumbing, process and fire protection systems.

RELEVANT PROJECT EXPERIENCE

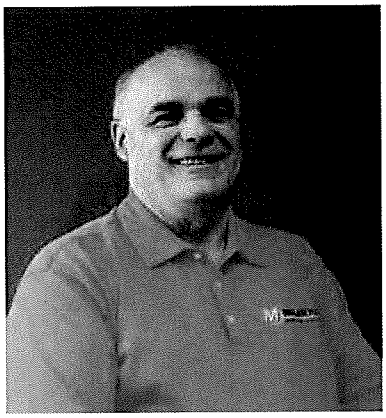
PROGRAM MANAGEMENT

Chicago Public Schools (1998-2009)
Program Management for the Capital Improvement Program (CIP)
Chicago, Illinois

Mr. Heitner, served as program director for eight years responsible for all activities associated with the Chicago Public School (CPS) $5 Billion Capital Improvement Program (CIP), which never missed a school opening due to construction issues. Responsibilities included:

- Development of the five year and yearly capital program to meet the needs of the District;
- Coordination with the schools, the Local School Councils, the elected officials, City departments and others for each project;
- Coordination of the FAA noise abatement program at schools near both Midway and O'Hare airports, defining the eligible portions of the projects, managing the design and construction and providing the documentation necessary for the release of the FAA funds for the various project components which are eligible under the noise abatement program;
- Development of over 20 new facilities and major additions to over 30 existing facilities;
- Management of 105 architectural/engineering firms, 25 general contractors, 6 environmental consultant firms, 8 environmental construction firms, plus an assortment of specialty consultants;
- Coordination of all project activities with governmental agency requirements;
- Assessment program for existing buildings on a 3 year cycle to provide direction for long and short term planning;
- Renovation of urban vertical construction, including buildings which are historically significant;
- Responsible for an onsite staff as large as 150 management and construction personnel as well as management of their contracts with CPS;
- Process development to coordinate all work with the facilities management group and the educational activities at each facility;
- Development of operations and maintenance procedures in order to integrate the facility O&M process into the CIP process;
- Development of procedures for value engineering and analysis of projects prior to their release for bid.
- Management of the job order contracts for CPS to expedite work as necessary for emergency and short term projects. Administered the planning, programming, program control, design, and construction aspects of the program.

Prior to assuming the position as the Director, Mr. Heitner served as deputy director (1998-2001) responsible for managing the project budgets, schedules and funding, development of consultant and contractor agreements, consultant assignments, and presentation and reporting to the Board of Trustees.



REGISTRATION
Licensed Professional Engineer
IL PE # 062-035147 (1976)
DC PE # 906410 (2012)

EDUCATION
Bachelors of Science in Mechanical Engineering
University of Illinois at Urbana-Champaign
Urbana, IL (1971)

YEAR HIRED
2010

TOTAL YEARS EXPERIENCE
40 years

RAYMOND HEITNER, P.E.

SENIOR MECHANICAL ENGINEER

Program Management for the Capital Improvement Program (CIP)

Chicago Public Schools, Chicago, Illinois (1998-2009)

Mr. Heitner served as program director for eight years responsible for all activities associated with the Chicago Public School (CPS) $5 Billion dollar Capital Improvement Program (CIP), which never missed a school opening due to construction issues. Among his other duties associated with the program, Mr. Heitner provided quality assurance and direction with respect to the fire protection and suppression systems development for a variety of buildings in the Chicago Public Schools system. He managed the development from concept through closeout for the projects.

Program Management of the Public Schools Capital Improvement Program

Detroit, Michigan (2005- 2009)

Mr. Heitner served as one of the joint venture partners for the implementation of the $1.5 billion new construction and renovation program. He successfully managed the Detroit staff in performing the various tasks associated with the program delivery, with a scope similar to the Chicago project.

ENVIRONMENTAL & HAZARDOUS WASTE

Emergency Abatement Services Capital Renovation Program

Chicago Public Schools, Chicago, Illinois (1996-1998)

Prior to serving as the program manager, he served as the project director/project manager for emergency abatement services, including assessments, evaluations, designs, oversight, and construction, for more than 100 school locations as part of the Chicago Public Schools program. Worked with the environmental advisory board to provide transition environmental work, and supported managing environmental consultant activities in overseeing emergency abatement services. Also coordinated with the architects of record and construction managers responsible for other program components, and was responsible for environmental aspects of the computerization of the schools, including the development of implementation procedures. Where necessary, retained contractors to provide abatement services and coordinated scheduling efforts for all activities to meet compliance requirements. Ultimately, responsibility included work in the geographic north half of the city.

Environmental Services for Term Agreement Program

Chicago, Illinois (1995-2008)

Mr. Heitner served as project manager for multiple contracts with the city's Department of the Environment. He provided services for assessments, Phase I and II reports, remediation designs, and remediation/brownfield cleanup and construction projects with diverse staffing requirements. Mr. Heitner also oversaw assessment, scheduling, contracting, supervision, and compliance to meet regulatory requirements.

Voluntary Cleanup for Northwestern Flavors, Inc.

Chicago, Illinois (1992)

Mr. Heitner served as project director for the design and implementation of a vapor extraction remediation system to remove TCE from the soil and groundwater at the facility. Worked with the client and the Illinois EPA to operate and maintain the system, and provided QA/QC and report reviews for the information developed.

Superfund Site Remediation

Flowood, Mississippi (1993)

Mr. Heitner served as project director and project manager for the design and construction of the $6.4 million lead soil remediation at the site. He managed the design staff, provided interface with attorneys for the potentially responsible parties, negotiated with contractors, worked with Region IV EPA to obtain project approvals, reviewed pay draws during construction, and provided progress reports for all parties.

Slurry Wall and Solidification at Liquid Disposal, Inc.

Macomb County, Michigan (1993)

Mr. Heitner served as project director for the design of 2,000 linear feet of deep slurry wall (30') on a 7-acre site and the solidification of approximately 138,000 cubic yards of contaminated soil.

PCB/Lead Contamination Remediation

Rose Township, Michigan (1994)

Mr. Heitner served as project director responsible for the design for the incineration of PCBs (8,000 CY), the solidification and landfilling of lead (8,000 CY), and treatment of process effluent prior to discharge into a wetlands area.

SOLID WASTE

Calumet Transfer Station - Solid waste – Landfills, Transfer Stations, Resource Recovery

Chicago, Illinois (1988)

Mr. Heitner served as Project Director for the sighting and design of a 3,000-tpd transfer station and material recovery facility for the Norfolk-Southern Railroad. He also designed the system, capable of transferring waste by either truck or rail car, for construction in three phases.

RAYMOND HEITNER, P.E.
SENIOR MECHANICAL ENGINEER

Solid Waste Transfer Station
Fayetteville, Arkansas (1991)
Mr. Heitner served as project director for the siting of a transfer station and material recovery facility to handle city and county waste using an open dump type system of transfer.

Linis Bayan Solid Waste Master Plan
Manila, the Philippines (1988-1989)
Mr. Heitner served as project director for the development of a solid waste master plan for the 8,000,000+ people living in metropolitan Manila. He reviewed existing conditions, including collection, transport, funding sources, resource recovery and disposal; and developed the five year plan for the area, including the preliminary design of five (5) transfer stations and two solid waste landfills, including closure plans, to be sited within the metropolitan area.

Landfill for Tifft Farm Recreational Area
Buffalo, New York (1973)
Mr. Heitner served as field project engineer for the development of a sanitary landfill for 1.8 million cubic yards of solid waste transported from an old waste dump site. Created an artificial lake and nature reserve to be used for recreation.

Solid Waste Disposal Facility
Irwindale, California (1975)
Mr. Heitner served as project engineer for the preparation of environmental documents for a 3,000-tpd mass burn incinerator facility with electric power generation.

Solid Waste Incinerator Design
University of Illinois at Urbana-Champaign, Urbana, Illinois (1976)
Mr. Heitner managed the design of a 50-tpd facility using two controlled air incinerator trains, including emission control equipment and waste heat recovery boilers, for use by the university and the U.S. Army's Construction Engineering Research Laboratory to study combustion techniques and emission control.

Solid Waste Combustion Report
Chicago, Illinois (1979)
Mr. Heitner conducted a comprehensive study of solid waste combustion activities in the United States. He also reviewed privatization aspects, including discussions regarding economics, taxation, market, the ability of various firms to respond to requests for proposals, and clients' positions in the marketplace.

Landfill Gas Usage
DuPage County, Illinois (1977)
Mr. Heitner served as project manager for a study of the use of gas from a Waste Management, Inc. landfill to generate electric power for a wastewater treatment plant and the county center.

Resource Recovery Technology Review
DuPage County, Illinois (1978)
Mr. Heitner assisted in the preparation of a study of available solid waste disposal technologies for the county's Solid Waste Committee. Reviewed 30 technologies and rated them for their applicability to the county's needs.

WATER & WASTEWATER

Odor Control HVAC System Analysis
Washington, DC (2011-2012)
Mr. Heitner directed a team to evaluate the odor control systems at the Blue Plains Advanced Wastewater Treatment Plant in Washington, DC. Milhouse was retained by AECOM to perform the evaluation of the HVAC collection systems associated with the odor removal from the headworks of the plant. The project has two phases. The first was to develop intermediate plans to remove the high H_2S odors during the critical summer months from those areas where the levels were highest. The second phase was to make recommendations to improve the overall systems ability to remove the odorous air from the headworks.

Backflow Prevention Study
Washington, DC (2011)
AECOM retained Milhouse to evaluate the backflow prevention equipment installed at the Blue Plains Advanced Wastewater Treatment Plant. Mr. Heitner headed up the team who located and evaluated the 70 or so backflow preventers at the site. We also determined additional locations where backflows are needed and where some of the equipment should be changed for O&M and type of prevention needs.

RAYMOND HEITNER, P.E.

SENIOR MECHANICAL ENGINEER

Cross Contamination Study

Washington, DC (2011)

AECOM, under direction from DC Water, retained Milhouse to evaluate the cross contamination possibilities at the Blue Plains Advanced Wastewater Treatment Plant. Mr. Heitner headed up the team who located and evaluated the over 80 possible contaminations at the site. We worked with the DC Water staff to eliminate all cross contamination possibilities as a result of the study.

Final Dewatering Facility Design

Washington, DC (2011-2012)

Mr. Heitner designed the HVAC, plumbing and fire protection systems for the new sludge dewatering building at the Blue Plains Facility in Washington, DC. Mr. Heitner worked with CH2M Hill in the development of the design, which included compliance with the codes for both buildings and wastewater facilities, ventilation and air conditioning systems for comfort and safety and fire protection for the entire facility. The work also included HVAC system design for a relocated chemical handling facility associated with the odor control system for the new facility and several existing facilities adjacent to the new building.

Thermal Hydrolysis Process Design

Washington, DC (2011-2014)

Cambi, a Norwegian firm retained Milhouse to be their Engineer of Record for the treatment facility to be erected at the Blue Plains Facility in Washington, DC. Mr. Heitner is the PE responsible for the design of the mechanical and pressure vessels associated with the Cambi process. The work included reviewing the process design and calculations for all equipment and piping systems to be installed at the plant and managing the development of the drawings and installation information for the Cambi system. The piping systems included stress calculations for the steam piping and vessels associated with the 175 psig equipment. Mr. Heitner was responsible for the stress calculations and the pipe support designs to compensate for the pressures and temperatures. This effort also included the development of the shop drawings associated with this design-build project.

Combined Heat & Power Facility

Washington, DC (2012-2014)

Mr Heitner served on the design-build-operate team developing the combined heat and power facility for the Blue Plains AWWTP in Washington, DC. The design includes burning waste digester gas in combustion turbines (CT) to generate up to 15 MW of power. The exhaust from the CTs is then used for the generation of 175 psig steam for use at the plant for the Cambi thermal hydrolysis system and other plant uses. The facility design includes chemical treatment, water treatment, auxiliary & emergency boilers in addition to the dearation and blowdown systems. In addition to providing the design for the auxiliary boiler, the water treatment system, chemical treatment systems and the compressed air system, Mr. Heitner was responsible for the high temperature systems (steam, condensate, feedwater, etc) layout, expansion compensation and pipe support development. This included the expansion calculations and support specifications as well as the design for anchoring and guiding the pipes.

Sludge and Solids Waste Disposal Facility

Duluth, Minnesota (1980)

Mr. Heitner served as mechanical engineer for the development of a fluidized bed reactor and refuse derived fuel processing system associated with a combined wastewater and solid waste treatment facility serving the city. He also resolved construction and performance issues with the wastewater process.

Chicago Department of Water Management

Chicago, Illinois (1997)

Mr. Heitner served as program manager and QAQC manager for the retrofit of the 120MGD water pump stations at Roseland (design) and Lawndale (QAQC). The facilities were converted from steam operation to electric power with variable frequency drives, reconditioned valves and pumps, new controls and emergency power system to provide 100% backup in case failure of the two power company feeds to the facilities.

O'Hare Sewage Treatment Plant Pump Station

Chicago, Illinois. (1985)

Mr. Heitner served as senior engineer for the design and layout of the mechanical portion of a 200-foot-deep sewage pump station for the Metropolitan Water Reclamation District of Greater Chicago.

Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) West-Southwest Sewage Treatment Works - Steam Plant

Stickney, Illinois (1986)

Mr. Heitner designed a central steam plant and energy recovery system modifications to correspond with a 600-mgd plant expansion design.

RAYMOND HEITNER, P.E.
SENIOR MECHANICAL ENGINEER

Springfield Avenue Pump Station
Chicago, Illinois (2009)
Mr. Heitner served as the Quality Assurance Quality Control Reviewer for a $68 million electrification project to remove the steam system operating the water pumps and convert the station to electric motor operation. The QAQC was performed to meet the financial and design needs for the project.

Water Pollution Control Plant Upgrade
Oakland, California (1977)
Mr. Heitner served as senior engineer for the mechanical design and specifications for this East Bay Municipal Utility District plant upgrade including a 15-building centralized heating and cooling system, and the use of digester gas as a primary fuel in the boiler house. He also developed an energy study on the cost-effectiveness of using digester gas as the primary fuel in engine-generator sets as either main or stand-by power.

Bird Island Wastewater Treatment Plant Sludge Incineration Facility
Buffalo, New York (1972-1974)
Mr. Heitner served as project engineer for the design, layout, and specifications for a sludge incineration facility that included incinerators, waste heat recovery steam boilers, air pollution control equipment, and ash handling systems, as well as 3,000 feet of service and access tunnels. He was also responsible for the installation the HVAC, plumbing and fire protection systems for the sludge treatment and incineration facility, and assisted with the inspection of the landfill and leaching system installation, and directed the final inspection of the incineration system, air pollution control equipment, and instrumentation.

Mechanical Report for Plant Expansion
Chicago, Illinois (1980)
Mr. Heitner served as project engineer for the mechanical portion of a report on the expansion of the plant for the Metropolitan Water Reclamation District of Greater Chicago, including a main boiler facility and sludge heating using digester gas as the primary fuel.

San Jose-Santa Clara Water Pollution Control Plant Incinerator Inspection
San Jose, California (1975)
Mr. Heitner served as senior engineer for the final inspection and testing of a grease incinerator and its associated air pollution control equipment.

POWER, COGENERATION, ENERGY & EMISSION CONTROLS

Abbott Power Plant Coal Conversion
University of Illinois at Urbana-Champaign, Urbana, Illinois (1976-1977)
Mr. Heitner served as project manager for the design of the reconversion of three boilers, producing 500,000 pounds of steam per hour, back to coal operation. He developed the conversion design, including sulfur dioxide (SO_2) and particulate control equipment, new coal feeders, extensive renovations to the coal handling and ash removal systems, and an upgrade of the control systems to a distributive microprocessor-based system.

Cogeneration Facility Expansion
University of Illinois at Chicago, Chicago, Illinois (1995-1998)
Mr. Heitner served as Program Manager/Director for two additions to the utility system facilities. Interacted with the client and prime contractors through all phases, directed the in-house design team, and managed invoicing and project controls. Coordinated planning, review, and implementation logistics to enable the client to meet the compressed design and construction schedule. The first phase of the project included the design of two 8,600-HP dual fuel engine-generators supplying more than 13 MW of power as well as heat recovery to supplement the existing high temperature water heating system. There was a second phase consisting of the design and construction of two 4,500-HP natural gas engine-generators for an additional 8 MW of power, also with heat recovery. The second phase work also included the installation of a high temperature boiler system to supplement the energy recovery systems of the engine-generator equipment.

Energy Generation Systems
Multiple locations
Mr. Heitner designed building and campus distribution systems and energy generation equipment specifications for the heating and cooling energy source systems such as chiller equipment, boilers, and waste-heat recovery systems. He used various media for the distribution of energy, including high-pressure steam, high-temperature hot water, and chilled water; and evaluated and designed alternate energy source systems, including energy recovery and cogeneration, using various criteria to determine life cycle cost benefits.

Sewage Treatment Plant Generator Systems
Allegheny, Pennsylvania (1979)
Mr. Heitner served as senior engineer to the Upper Allegheny Joint Sanitary Authority for the design of two auxiliary electric generator systems using fuel oil and natural gas in engine-generator sets.

RAYMOND HEITNER, P.E.
SENIOR MECHANICAL ENGINEER

Sewage Treatment Plant Sludge Incinerators
Battle Creek, Michigan (1981)
Mr. Heitner served as project engineer for the preparation of the design and layout for the addition of two sludge incinerators with waste heat recovery and air pollution control equipment, the HVAC, plumbing and fire protection systems associated with the facility improvements. He also designed modifications to two existing sludge incinerators so that waste heat recovery and air pollution control equipment could be added to the system.

Wastewater Treatment Plant Digester Gas Study
Tacoma, Washington (1982)
Mr. Heitner served as project engineer for the generation of the computer model used to determine the most cost-effective use for excess digester gas generated at the plant. He also developed the design for installation of the equipment that the model indicated as the most cost-effective system.

BOILERS, HVAC, PLUMBING & UTILITIES

University of Chicago – Pick Hall CHW & Rockefeller Chapel Air Conditioning
Chicago, IL (2010)
Mr. Heitner managed the design for the air conditioning of the Chapel basement and has been involved in the construction aspects of the chilled water system extension at Pick Hall.

O'Hare International Airport – Measurement & Verification
Chicago, IL (2014)
Mr. Heitner was part of a team to evaluate the efficiency and effectiveness of the present air handling, heating and cooling systems for the entire airport. The works consists of sampling temperatures, equipment operation and schematics for the high temperature heating water system, the low temperature heating system and the cooling system. The work also includes the development of control strategies to be used for all future and rehab work associated with the heating and cooling at the airport.

Chicago Public Schools – Various Elementary School Renovations
Chicago, IL (2010 - present)
Mr. Heitner is responsible for the design, QAQC and construction administration for all work associated with the Chicago Public Schools capital improvement program. The work includes re-design of ventilation systems, boilers, air conditioning systems, the associated controls, plumbing system reworks and fire protection system development.

Owners Representative Services for the new RTU Facility at Cook County Jail
Chicago, Illinois (2012-2013)
Mr. Heitner served as the mechanical representative for this project. The duties included managing the work designed and installed by others in cooperation with the Cook County detention staff and US Equities, for whom our work was performed. System and construction reviews, commissioning and project coordination were some of the tasks performed as part of this project. The schedule for completion was tight and there were many issues that required resolution in order to meet the deadlines established by the County.

HVAC and Plumbing for Police Facilities
Evergreen Park, Illinois (1974)
Mr. Heitner served as chief mechanical engineer for all plumbing design, sprinkler and HVAC systems design

Sprinkler and HVAC Systems
Illinois Veterans Home, Quincy, Illinois (1975)
Mr. Heitner served as project engineer for field survey, design, layout, and specifications for the facility's sprinkler and HVAC systems.

Ravenswood Medical Center Incinerator Inspection
Chicago, Illinois (1975)
Mr. Heitner served as senior engineer for the final inspection and testing of a pathological incinerator and its associated air pollution control equipment.

HVAC Systems for Various Buildings
Multiple locations
Mr. Heitner designed building environmental control systems of various types using diverse strategies, including VAV, multi-zone, duel duct, and single zone equipment, for hospitals, factories, commercial establishments, laboratories, and municipal facilities.

RAYMOND HEITNER, P.E.

SENIOR MECHANICAL ENGINEER

HVAC System Upgrade at the Illinois Toll Highway Authority Central Office

Downers Grove, Illinois

Mr. Heitner was the project director for the renovation of the heating/cooling systems associated with this facility. The work included rebuilding the existing 900 tons of cooling to utilize variable frequency drives, add return fans to the two main air handlers, change all controls for the building operation and replace the existing heating boilers with new condensing boilers with improved performance. In addition the work included the replacement of the automatic transfer switches for the emergency power system. We had to work closely with the controls company who had a long term contract with ISTHA in the development of the schemes and control elements to be included in the project.

Plumbing and Fire Protection Systems for Various Buildings

Multiple locations

Mr. Heitner designed fire protection; waste pretreatment; and waste, drain, and vent systems for multifunctional facilities including laboratories, hospitals, industrial and municipal buildings, and complexes. His design integrated various systems into the facilities, including Halon, wet, and dry fire prevention systems; exotic gas distribution; acid and normal drain equipment; and water treatment systems.

Mechanical Systems for the Nashville and Davidson County Sewage Treatment Plant

Nashville, Tennessee (1977-1978)

Mr. Heitner served as project engineer for the design and layout of the HVAC, fire protection and plumbing system for six buildings and for the sludge incineration equipment renovations, air pollution control equipment, and slurry type ash removal system additions. He coordinated the design and specifications of a waste heat recovery system for sludge incinerators and the altering of the ash removal system from a slurry type to a dry removal type. Mr. Heitner also designed the auxiliary power generation system for an outlying pump station, and developed criteria to evaluate the use of a gas turbine generator to provide electrical power and pre-heat incinerator combustion air

Cook County Hospital – Plumbing Retrofit

Chicago, Illinois (1980)

Mr. Heitner served as the project manager for replacement of all domestic hot and cold water lines for the hospital. The work had to be designed and constructed while the hospital remained is use. The design included pipe replacement, the installation of isolation valves, new insulation and loop system to provide consistent pressure throughout the facility.

EDUCATION

As Director of the MEP Division and formerly with the Chicago Public Schools Capital Improvement Program, Mr. Heitner has been involved in the design development and construction of many HVAC, Plumbing, Life Safety and Fire Protection systems. Some of the most recent schools include:

- University of Illinois, Chicago (2011)
  - Steam distribution system renovation
  - HVAC & control system upgrades
- University of Chicago (2010-2011)
- Utility chilled water system extensions
- Commissioning and retro-commissioning of several campus facilities
- HVAC & plumbing improvements to various rooms on the medical campus
- Chicago Public Schools (2010-present)
- Pritzker Elementary renovation, including air conditioning & new controls
- Dvorak Elementary renovation, including air conditioning, new boilers & controls
- Reilly Elementary renovation, including air conditioning & controls
- Lewis Elementary renovation including new boilers & controls
- Herzl Elementary ADA upgrades
- Casal Elementary School ADA upgrades

CONSTRUCTION

PBC Chicago Public School Design-Build Renovations

Chicago, IL (2013)

Mr. Heitner was the quality control manager for the design-build renovation of 15 schools for the Chicago Public Schools. Milhouse was a partner in the joint venture for the work. Mr. Heitner was responsible for the quality control during construction of the designs which were primarily developed by PBC. In this role, he responded to issues relating to the CPS and PBC standards and good engineering practices as the various project components were being installed. He also provided reviews of the installations and worked with the client and designers on various changes which were desired by the Chicago Public Schools.

MARTIN BARENBAUM, P.E., LEED, QCxP,CPD

MECHANICAL DESIGN SECTION MANAGER

Mr. Barenbaum serves as a Mechanical Design Section Manager with over 16 years of experience in mechanical, HVAC, and plumbing engineering design and management. His project experience includes mechanical and plumbing design for government and commercial construction projects, including LEED energy efficient projects.

RELEVANT PROJECT EXPERIENCE

University of Chicago Medicine – Mitchell Hospital Lobby Renovation

University of Chicago Medicine, Chicago, IL (2014)

Mr. Barenbaum served as the Project Manager and Lead Mechanical Designer for this project. Milhouse worked with BSA Lifestructures in preparing detailed plans for the modifications and improvements to the visitors Entry lobby and restrooms located on the 2nd Floor of Mitchell Adult Hospital on the University of Chicago Medical Center Campus. The final design took into account a number of factors including existing systems interruption, existing space usage, and availability of needed building utilities and impact of the surrounding areas. All of these issues, plus City and Public Health codes, were taken into account for the final design. This project was designed in mid-2014 with construction to be complete by end of 2014.

University of Chicago Medicine – Center for Care and Discovery - 3rd and 4th floor Build-out

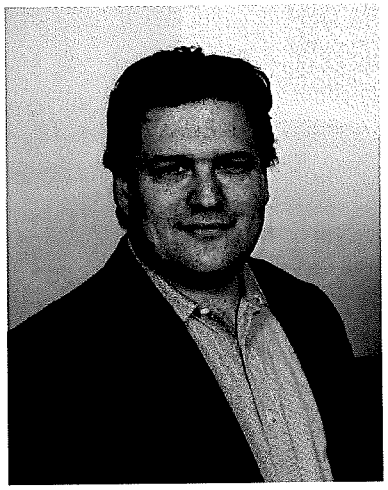
University of Chicago Medicine, Chicago, IL (2013-Current)

Mr. Barenbaum served as the Project Manager and Lead Mechanical Designer for this project. The University of Chicago Medical Center is an elite patient treatment and research campus located in the Hyde Park area on the south side of Chicago, IL. The Center for Care and Discovery was built in 2011 and is a state-of-the-art treatment facility. This project entailed the build-out of the 2 remaining floors of the building as patient rooms, including observation bed, isolation rooms, and a burn unit. New custom air handling unit, and all associated work, will be designed and built in pre-determined location on the 2nd floor of the building. The focus of this project is to provide the most efficient and aesthetically pleasing rooms for both patients and staff. Milhouse Engineering and Construction, Inc. is providing Engineering Services for this project along with Albert Kahn and Associates out of Detroit, MI. Milhouse will be providing design for the HVAC, Mechanical, Plumbing, Medical Gas, Fire Protection, Lighting and Power systems along with other specific system tie ins to the DDC controls, Emergency Power and Chiller Plant systems. Milhouse is taking the lead in the existing building systems survey and will be responsible for final production of the Construction Documents and Permit Submission Plans.

Chicago State University Center for Urban Agriculture

Chicago State University, Chicago, IL (2013-Current)

Mr. Barenbaum served as the Project Manager and Lead Mechanical Designer for this project. The Center for Urban Agriculture at Chicago State University is a research, teaching and office space used by the Faculty and Students of Chicago State University to expand the understanding and practices of low impact, environmentally friendly food production for an urban setting. This facility houses a large scale Aquaponics system and some smaller resource-reuse systems. Milhouse Engineering and Construction, Inc. is the engineer of record for this project, providing all of the Mechanical, Electrical, Plumbing and Fire Protections design work for the build-out of the new facility. Milhouse is working with 4240 Architecture, Inc., who is the Architect of Record on the project. Milhouse will be designing new systems to replace the old, outdated systems currently in place. These systems include the heating, ventilation, air conditioning, plumbing, electrical power and lighting systems, security, data, fire alarm and protection systems and building controls. All of the systems will be designs for high energy efficiency and energy reuse where possible. The use of energy recovery on the heating and cooling systems, as well as low



REGISTRATION
Licensed Professional Engineer
IL PE # 062-60318 (2008)
MD PE#4451552 (2013)
NY PE#094319-1 (2014)

LEED Accredited Professional
Qualified Commissioning Process Provider (QCXP) 12/2017
Certified in Plumbing Design (CPD) 4/2014

EDUCATION
Juris Doctorate
Chicago – Kent College of Law
Chicago IL (2004)

Bachelors of Science in Mechanical Engineering
University of Kansas
Lawrence, KS (1996)

YEAR HIRED
2009

YEARS OF EXPERIENCE WITH OTHER FIRMS
8 years

AFFILIATIONS
American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)

American Society of Plumbing Engineers (ASPE)

MARTIN BARENBAUM, P.E., LEED, QCxP, CPD

MECHANICAL DESIGN SECTION MANAGER

flow plumbing fixtures and LED lighting fixtures, will help to reduce the buildings overall carbon footprint.

McCormick Place Events Center

Metropolitan Pier & Exposition Authority, Chicago, IL (2013-2014)

Mr. Barenbaum served as the Lead Plumbing Designer for this project. This new 300,000 SF Events Center, located on the McCormick Place Campus, will be used for concert, trade shows and be the home of DePaul University Basketball. Milhouse served as a sub-consultant for Civil, Plumbing, Fire Protection and Electrical Engineering services. The Plumbing scope included all required plumbing services to serve a full commercial kitchen, team and visiting locker rooms, restrooms and all other water and waste services. Special considerations were made for a playing floor at 23 feet below grade including enhanced groundwater control, domestic water boosting and filtration system for both incoming water and the waste from numerous concession spaces and the kitchen.

O'Hare International Airport – Measurement and Verification Plan

Chicago Department of Aviation, Chicago, IL (2013-Current)

Mr. Barenbaum served as the Project Manager and Lead Mechanical Designer for this project. This project included a full assessment of all of the main controls systems located throughout the O'Hare International Airport complex, including the Central Plant and Service Tunnels. The purpose of this project was to access the current level of control and monitoring for all of the main facility systems, including Air Handlers, Pumps, Heat Exchangers, Boilers, Chillers and other main equipment. A survey was done to collect data from each piece of equipment to verify how accurate the existing sensors and monitors are. The design phase of this project will consist of forming solutions for existing issues with the Control system and providing new standard controls diagrams and arrangement for all units to follow.

O'Hare International Airport – Concourse H/K and 8C Air Handling Unit Replacement

Chicago Department of Aviation, Chicago, IL (2013-2014)

Mr. Barenbaum served as the Project Manager and Lead Mechanical Designer for this project. This project included a full assessment of all of the air handling systems located within the H and K Concourse and Building 8C of Terminal 3 at O'Hare International Airport. This assessment identified all of the existing unit conditions and made a number of short term and long term recommendations. Following this assessment, design work was started to address the long term recommendations made, and approved, by the client. The short term recommendations were evaluated and corrections made by Airport personnel or under existing projects. This project is currently in the design phase and will continue through the end of 2014.

Cook County Building – Chiller Replacement

Cook County Board, Chicago, IL (2013-2014)

Mr. Barenbaum served as Project Manager and Lead Mechanical Designer for this project. This project consisted of a full replacement of the existing chiller system in order to sever the buildings dependency on steam supplied for a neighboring facility. The new Chiller Water plant consists of 3 new water cooled chillers, utilizing the existing rooftop cooling tower, and 3 new chilled water and condenser water pumps, to provide for a full backup of each piece of equipment in event of repairs being needed. All new equipment is high efficiency with variable speed drives to allow for scaling back of the entire system to save energy. An additional phase is being considered for this project, which would provide the building with its own Heating plant, to completely remove any need for connection to the adjacent facility. Design of this project took plan in the Summer and Fall or 2013 and construction will be completed in early Spring 2014.

Baltimore Gas and Electric–Tipton and Russett East Substations

Baltimore Gas & Electric, Baltimore, MD (2013-2014)

Mr. Barenbaum served as Mechanical Designer for this project. This design built project, in conjunction with FH Paschen, consisted of the building required for new substations in the Tipton and Russett East areas of their service district. Mr. Barenbaum was responsible for the design of the required Mechanical systems, which included rooftop air handling units for the Control Rooms, Supply and Exhaust fans for the Cable Vaults and Supply Fans and heaters for the GIS Rooms. This project was designed in the summer and fall of 2013 and construction will be complete in mid-2014.

Richard J Daley Center Systems Assessment

Cook County Board, Chicago, IL (2013)

Mr. Barenbaum served as the Mechanical Systems Assessor for this project. This project consisted of a full systems assessment for the Richard J. Daley Center in downtown Chicago, IL. The Mechanical systems included the Steam Boiler plant, Water Cooled Chiller plans, Rooftop Cooling Tower array, all Air Handling units and fans, Domestic Water booster system, Domestic Hot water heat exchanger systems, Fire Protection Pump system and all additional Mechanical, Plumbing and Fire Protections equipment, piping, accessories and Control systems. Mr. Barenbaum prepared all of the Mechanical, Plumbing and Fire Protections system report sections and cost estimations for all suggested repairs for the final report submission. This project was completed in August of 2013.

MARTIN BARENBAUM, P.E., LEED, QCxP, CPD

MECHANICAL DESIGN SECTION MANAGER

University of Chicago Medical Center – Orthopedic Chairman's Suite

University of Chicago Medical Center, Chicago, IL (2013-2014)

Mr. Barenbaum served as Project Manager and Mechanical Designer for this project. This project consisted of the building out of an existing space into new office space for the Orthopedics Department, including new Conference space and the Chairman's Suite. This build out included replacement of the existing rooftop air handling units and a completely new air distribution and controls systems. Additional work included new perimeter heating, Plumbing for the new facilities and expansion of the existing Fire Protection system. This project was designed, in conjunction with Middough Architects, in spring of 2013 and construction was complete by the end of 2013.

University of Chicago Medical Center – Animal Resource Center Expansion

University of Chicago Medical Center, Chicago, IL (2013)

Mr. Barenbaum served as Project Manager and Mechanical Designer for this project. This project consisted of a large expansion to the existing Animal Resource Center to add an additional 11 Animal holding and Procedure rooms and one new Quarantine Facility. All of these new areas required precision air handling system to provide for precise air volume, temperature and humidity control as well as proper pressurization, which has the ability to switch from positive to negative based on room usage. Additional work included Plumbing and Fire Protection expansion to the new spaces. This project was design in conjunction with Knight Architects. This project was designed in Spring of 2013 and Construction was completed by the end of 2013.

College of Dentistry HVAC Replacement Commissioning

University of Illinois at Chicago, Chicago, IL (2012-Current)

Mr. Barenbaum served as Project Manager and Commissioning Agent. This project consisted of the Commissioning of the College of Dentistry Building HVAC Systems Replacement. Mr. Barenbaum is responsible for formulating all required documents including the Owner's Project Requirements, Basis of Design and Commissioning Plan as well as performing design reviews, on-site inspections and functional testing on all major equipment once installation is complete.

HUD/Nashville – Physical Needs Assessment and Energy audit

Housing and Urban Development, Nashville, TN (2011)

Mr. Barenbaum served as Senior Mechanical Engineer responsible for the Energy Audit portion of this project. This project required an on-site physical inspection and recording of all elements of each property owned and operated by HUD Nashville. Mr. Barenbaum lead the teams that did the physical inspections and data collection efforts including generating the proper forms and documents needed to efficiently compile the required information. Once the data was collected, Mr. Barenbaum was responsible for using this data to perform energy audits of each property to find areas where energy was being wasted or potential for savings.

City Colleges of Chicago Administration Building HVAC Systems Replacement

City Colleges of Chicago, Chicago, IL (2011)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. Teamed with HOH Architects, Milhouse was responsible for the design of replacement air handlers for each floor of this facility located in downtown Chicago. In addition to the equipment replacement, Milhouse provided a design to replace the main building controls system and link all of the new and existing equipment into this new building automation system. Suggestions were also made during design to add some cost saving technologies which were approved by the owner and implemented into the final design.

YMCA of Metropolitan Chicago Facility Assessments

YMCA, Chicago, IL (2012)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of full building systems assessments of all Mechanical, Electrical, Plumbing, Fire Protection and other systems within all of the YMCA's mixed use facilities and senior living facilities in the Chicago land area. Milhouse prepared detailed reports on the existing building systems including identification of critical issues that needed to be addressed, systems that were in need or due replacement and recommendations for energy saving changes to the existing systems.

Chicago Housing Authority – Various Task Orders

Chicago Housing Authority, Chicago, IL (2011- Current)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of the life safety and code compliance upgrades to various facilities run and owned by the Chicago Housing Authority including Senior Living Facilities, Community Centers and Administration Buildings. This work included Mechanical upgrades, plumbing work for code compliance and Fire Protection work to provide full sprinkler coverage for entire facilities. Other work included supplemental cooling systems, new water heating systems design and existing fire protection systems verification.

MARTIN BARENBAUM, P.E., LEED, QCxP, CPD

MECHANICAL DESIGN SECTION MANAGER

Quadrangle Club

University of Chicago, Chicago, IL (2012)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of the complete replacement of the mechanical and ventilation system for this multi-use facility. The Quadrangle Club is the faculty club for the University of Chicago and contains dining and event facilities, a fully functioning kitchen and one floor of hotel suites. The facility had to remain fully operational during design and construction. The scope of work included full replacement of all ventilation and exhaust systems, replacement of heat exchangers for heating and domestic hot water, chiller replacement and a complete control upgrade to a new DDC system. Additional work was done to bring building up to current building codes and make alterations as needed for the new systems.

Williams Science Center Presentation Labs

Chicago State University; Chicago, Illinois (2011)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of the full reworking of two fully functional wet labs space into one large, partionable presentation lab consisting of high tech displays, interactive learning, distance learning and full integration of technology and learning. The scope of work included the reworking of existing heating, cooling and ventilation systems, adding of supplemental cooling for server room, reworking plumbing systems for new layout, lighting controls and coordination with all new technology upgrades.

University of Chicago Medical Center – Various Projects

University of Chicago Hospitals; Chicago, Illinois (2010-2012)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. These projects have consisted of both mechanical and plumbing jobs for repurposing of various spaces within the Medical Center Campus. These projects include laboratory spaces, restroom expansions, mechanical systems replacement, patient areas, visiting lounges and general services areas.

Pritzker Elementary School

Chicago Public Schools; Chicago, Illinois (2010-2012)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of a replacement of the existing building mechanical systems including all existing air handlers, classroom unit ventilators, domestic hot water generation and exhaust fans, and a new chiller plant. Additional work included the addition of a new fuel fired generator to provide emergency power to critical life-safety equipment, a new controls system on all new and existing systems for detailed monitoring and control of all building mechanical systems, an acoustical enclosure for the new chiller and generator, providing new year-round cooling units for the Administration Offices and other areas of need throughout the building, and replacement of existing hydronic and plumbing piping to correct worn out materials and match the new building systems.

Dvorak Elementary School

Chicago Public Schools, Chicago, Illinois (2010-2012)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of replacement of the boiler plant, domestic water heating systems, classroom unit ventilators, main office ventilation, multiple air handlers, and exhaust fans. A new chiller plant was added to provide cooling by means of a seasonal changeover system. Existing building controls were replaced with a new DDC system to provide detailed monitoring and control of all new mechanical systems. Additional work included replacement of existing hydronic and domestic water piping to correct worn out materials and match the new building systems, architectural work to provide proper fire separation for all areas, the addition of year-round cooling units for the Administration Offices and MDF Room, and supporting electrical work including the addition of a new 2000-A, 480-V, 3-Phase service.

Nicholson Elementary School

Chicago Public Schools; Chicago, Illinois (2012)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of upgrades to the existing school building to meet all up to date building codes and repair ongoing issued including refurbishment of an existing air handling unit, replacement of non-functional plumbing systems and addition of local air conditioning for computer room areas.

Casals Elementary School

Chicago Public Schools; Chicago, Illinois (2012)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of a full systems upgrade of the ventilation systems within the building, addition of local cooling for computer rooms, replacement of existing local controls, and other items on need of repair throughout the facility.

MARTIN BARENBAUM, P.E., LEED, QCxP, CPD

MECHANICAL DESIGN SECTION MANAGER

Herzl Elementary School

Chicago Public Schools; Chicago, Illinois (2012)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of the replacement of all facility exhaust systems, addition of an emergency generator, plumbing work for a new science lab, ADA restroom upgrades, replacement of drinking fountains, local cooling for the server room, and other items in need of repair or replacement throughout the facility.

Edwards Elementary School

Chicago Public Schools; Chicago, Illinois (2012)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer. This project consisted of the addition of cooling to the existing air handler serving the Gymnasium. This included the rooftop condensing unit, replacement of the air handler fan and controls, routing of piping from the basement to roof and addition support work.

University of Chicago Rockefeller Chapel

Chicago, Illinois (3/2010-10/2010)

Mr. Barenbaum was the Lead Mechanical Engineer and Project Manager responsible for the addition of cooling to the basement of the Chapel, including staff offices and individual prayer rooms. This included project scope determination, preliminary budget and full design documents, including equipment selection and control integration. The ability to provide new systems to a landmark building, while not disturbing the building operations was a key issue in design. This project is currently under construction.

National Institute of Health Grant Applications

University of Illinois at Chicago School of Medicine, Chicago, Illinois (6/2009-8/2009)

Mr. Barenbaum was responsible for the completion of three separate grant applications for the Nations Institute of Health on behalf of the University of Illinois at Chicago Medical School. These applications required an intensive study of the existing building and systems, a written description of all existing and proposed systems, space planning of the renovated areas and schematic plans of the new engineered systems. Applications were done for primarily lab and office spaces at the College of Dentistry, Medical Science Building and the Research Resource Center.

Prentice Women's Hospital

Northwestern Memorial Healthcare, Chicago, Illinois (6/2002-11/2004)

Mr. Barenbaum worked as a Lead Mechanical Designer and Assistant Project Manager for this large, ground up, 1 million square foot hospital for Northwestern Memorial Healthcare. Mr. Barenbaum was responsible for the design of many detailed mechanical systems including the air handling equipment and distribution, exhaust systems and fresh air systems. Mr. Barenbaum was also responsible for in house resource loading and maintaining the project documents and other materials for this project.

Warren Elementary School

Chicago Public Schools, Chicago, Illinois (8/2009-10/2010)

Mr. Barenbaum served as the Project Manager and Senior Mechanical Engineer for this project. This facility required a complete heating plant replacement, changing from a steam to a hot water system. This included the removal of all existing systems and equipment and selection, design and detailing of the new system while maintaining the existing mechanical space area and upgrades to the egress and emergency lighting systems. Mr. Barenbaum's responsibilities included site investigation and feasibility assessment of the project; preparation of construction documents, including record document; technical, code compliance, and constructability reviews; construction site inspection; and shop drawing review;

Randolph Elementary Magnet School

Chicago Public Schools, Chicago, Illinois (10/2009–8/2011)

Mr. Barenbaum served as Project Manager and Senior Mechanical Engineer responsible for the mechanical design and equipment selection for this project. This project consisted of the replacement of the existing split cooling system for each air handling unit, providing a new chilled water cooling system, and providing required components and upgrades to the egress and emergency lighting systems. His duties included site investigation and feasibility assessment; preparation of construction documents and record documents; technical, code compliance, and constructability reviews; construction site inspection; and shop drawing review.

Charles Darwin School

Chicago Public Schools, Chicago, Illinois (12/2008-8/2010)

Mr. Barenbaum serves as Senior Project Manager responsible for providing mechanical, plumbing, and fire protection consulting services on this project. The Charles Darwin School was built in the 1900s with additions in 1920, 1978 and 1986. The school required a complete boiler plant replacement, addition of a return air system and installation of a new building automation system. Mr. Barenbaum was responsible for site investigation and feasibility assessment; preparation of construction documents, including record documents; technical, historic preservation, code compliance and constructability reviews; construction site inspection, and shop drawing review.

MARTIN BARENBAUM, P.E., LEED, QCxP, CPD

MECHANICAL DESIGN SECTION MANAGER

Reilly Elementary School

Chicago Public Schools, Chicago, Illinois (10/2009-10/2011)

Mr. Barenbaum served as the Project Manager as well as Sr. Mechanical Engineer for this project. This facility required a complete heating plant replacement (steam to a hot water system), addition of a new return air system, and a new building automation system. This included the removal of all existing systems, and equipment selection, design and detailing of the new system while maintaining the existing mechanical space area, and upgrades to the egress and emergency lighting systems. Mr. Barenbaum's responsibilities included site investigation and feasibility assessment; preparation of construction documents and record documents; technical, code compliance, and constructability reviews; construction site inspection; and shop drawing review.

Runway 9C-27C and Associated Taxiways – O'Hare International Airport

O'Hare Modernization Program, Chicago, Illinois (2010-2012)

Mr. Barenbaum served as Senior Mechanical Engineer and led the Sustainable Design Team for this project. This project encompasses the study and analysis of existing conditions, the design of utilities demolition and the design and coordination of the utilities proposed. His design functions include design of potable water systems and fuel distribution piping. The design work involves extensive coordination of construction phasing and utility requirements. As part of the design team, his duties include drafting of utility plans, preparing thorough utility and phasing reports and utilizing as-builts to establish the preliminary design documents.

O'Hare International Airport Terminal 3 Redesign and Expansion

Chicago, Illinois (7/2001-10/2002)

Mr. Barenbaum served as a Lead Mechanical Engineer responsible for the design of the mechanical systems within the redesigned ticketing and security are of Terminal 3. This included the complete redesign of the mechanical room and reworking of all air distribution equipment and ductwork, the redesign of the exterior wall hydronic heating and the proper distribution of all heat and ventilation while maintaining the Architectural theme of the space. This project was design from 2001-2002.

Midway International Airport Terminal Expansion Build-out

Chicago, IL (7/2001-6/2003)

Mr. Barenbaum served as the Lead Mechanical Engineer responsible for the mechanical design of the mechanical systems located within the new terminals at Midway International Airport in Chicago, IL. This included the design and layout of all ventilation, heating, service piping and additional utilities necessary for full terminal operation. All drawings required exact routing and sizing in order to properly install while maintaining proper clearances and accessibility to utility lines. This project was design from 2000-2002.

Cass Avenue Medical Building

Westmont, Illinois (6/2009-6/2010)

Mr. Barenbaum served as the lead mechanical engineer on this project responsible for the mechanical, plumbing and fire protection design of a 2-story, 8,200 sq. ft. medical office building. This project consisted of a medical office space used for patient care and evaluation. There was extensive plumbing associated with the patient evaluation spaces and testing area. As this was a new construction, coordination with local utilities and the City of Westmont was needed to establish the new services. This project was designed in 2009.

JC Penney – Prototype Store and Various Remodels

Various Locations throughout the United States (3/2006-11/2008)

Mr. Barenbaum was the Lead Mechanical Design Engineer responsible for the mechanical and plumbing design of the prototype JC Penney store as well as the LEED Accredited Prototype. These stores were constructed through the United States. Systems included rooftop air handling units, central domestic water heating system, warehouse heating and ventilation and specialized salon systems. In addition, various remodeling was done at numerous stores through the country which involved reworking of existing systems and incorporation of new systems to work with the existing components.

Walgreens – Various Store Build-outs

Various locations throughout the United States (6/2006-11/2008)

Mr. Barenbaum was the Lead Mechanical Design Engineer responsible for the design of the mechanical and plumbing systems for many Walgreens stores built throughout the country. This required the matching of new mechanical components to the existing building and coordinating Walgreens standards with the building owner requirements.

Wrigley Global Innovation Center

Chicago, Illinois (8/2003-8/2004)

Mr. Barenbaum worked as a Lead Mechanical Engineer on this project responsible for the ventilation systems within the building. He also assisted with hydronic piping and the central systems. This building contained numerous types of spaces including offices, laboratories, dinging facilities, large atrium, conference areas and a pilot manufacturing plant. This mix of spaces required many unique ventilation solutions involving space demand exhaust, CO sensing, variable air systems and smoke control issues.

MARTIN BARENBAUM, P.E., LEED, QCxP, CPD

MECHANICAL DESIGN SECTION MANAGER

Hewitt and Associates Corporate Campus

Lincolnshire, Illinois (8/1998 -5/2000)

Mr. Barenbaum worked as a Mechanical Design Engineer on this project responsible for the assembly of custom air handling units.

Additional Commercial Experience:

Cutters/Another Country/Edit Sweet Sound Studios and Office Buildout, *Chicago, IL*
Midas Corporate Headquarters Interior Rework, *Medinah, IL*
Lettuce Entertain You – Numerous Restaurant Projects, *Chicagoland Area*
Regenstein's African Journey at Lincoln Park Zoo, *Chicago, IL*
IKEA Furniture Store, *Schaumburg, IL*

Museum Park Condominiums

Chicago, Illinois (6/2000-6/2001)

Mr. Barenbaum worked as a Mechanical Design Engineer on this project responsible for the heating and air conditioning systems for the individual units, the central systems and the parking structure.

Blackstone Hotel

Chicago, Illinois (8/2005-12/2005)

Mr. Barenbaum was responsible for the plumbing design for this project. This historic building presented challenges, as the plumbing systems had to be brought up to modern standards while not disturbing many historic section of the building. Multiple kitchens and a new bar area on the lower levels provided for additional challenges to maintain a National Historic Landmark that is the internal Ballroom and Presidential Suite.

Sun City Huntley (8/1998-6/1999)

Huntley, Illinois

Mr. Barenbaum worked as a Mechanical Design Engineer for this large, multiple building projects outside of the Chicago Area. His responsibilities included providing heating and cooling loads for over 15 buildings as well as mechanical design of building systems for many of the facilities.

Additional Residential Experience:

Unnamed 18 Building Apartment Complex, *Orlando, FL*
1112 S. Wabash Condominiums, *Chicago, IL*
1720 S. Michigan Ave Condominiums, *Chicago, IL*

Lincoln-Way Central High School (8/1998-5/2000)

New Lenox, Illinois

Mr. Barenbaum was the Lead Mechanical Engineer for the Theater and Fine Arts Wing Addition which included facilities for band, choir and drama as well as a 1200 person theater which included a full stage and back of house area. Special design considerations included acoustics and the use of below-ground air transfer and fabric ductwork in the stage area to minimize sound from moving air or equipment. In addition to this area, there were 3 other additions to this school completed at the same time: a pool addition, a science wing, and an administration and classroom wing. All new work was done at the same time as well as a full boiler and chiller plant reconstruction which included medium pressure steam running through existing steam tunnels and crawl spaces to each new addition and existing section of the school complex.

Chicago State University Convocation Center (4/2005-8/2005)

Chicago, Illinois

Mr. Barenbaum was one of the lead Mechanical Engineers on this project responsible for the ventilation system for the new multi-use arena. This facility is used as both a sports arena as well as for the convocation ceremony at the end of each semester. Additionally, this building is used as a venue for large speeches and presentations. The ventilation system was designed to handle all of these loads under both winter and summer loads. Special attention was taken to eliminate as much sound from equipment and air flows as possible and no evenly supply the large open area as well as to supply the enclosed viewing areas.

Cutters/Edit Sweet (4/1998-7/1998)

AMA Building, Chicago, Illinois

Mr. Barenbaum was the Lead Mechanical Engineer for this project consisting of offices, video and sound editing studios and sound studios. This project required extensive coordination with both the owner and an acoustical consultant to design spaces where little to no ambient noise was generated that would interfere with sound recording. Additional care was given to the cooling of high end editing and recording equipment throughout the spaces.

MARTIN BARENBAUM, P.E., LEED, QCxP, CPD

MECHANICAL DESIGN SECTION MANAGER

Another Country Studios 7/2008-9/2008)

AMA Building, Chicago, Illinois

Mr. Barenbaum was the Lead Mechanical Engineer in charge of the mechanical design for a new recording studio and isolation booth for this project. This required rerouting of existing systems and reworking of the space to accommodate this new studio. Coordination with the owner and acoustical consultant was crucial is providing a low ambient noise space for high quality sound recording and display for clients.

ANDRAYA PARRISH, EIT
ASSOCIATE ELECTRICAL ENGINEER

Ms. Andraya Parrish is an Associate Electrical Engineering with 10 years of experience in engineering design, project management and consulting services. She specializes in power engineering, project management and design engineering of power systems for mission critical facilities and data center applications.

RELEVANT PROJECT EXPERIENCE

Environmental Systems Design (ESD)
Chicago, IL (February 2010- September 2014)
As an Associate Electrical Engineer and Consultant, Ms. Parrish specialized in project management, consulting, and design engineering of power systems for mission critical facilities.

EYPMCF/ HPCFS
Chicago, IL (June 2004- February 2010)
As an Associate Electrical Engineer and Consultant, Ms. Parrish was heavily involved in project management, consulting, and design engineering of critical power systems for data center applications.

Northern Trust
Rochelle, IL 2009, 2011

While working for Northern Trust, Ms. Parrish had the opportunity to partner with architects and local civil and structural engineering firms to provide engineering consulting services from design of Greenfield data center through construction administration. She also performed Short Circuit and Coordination study and Arc Flash Hazard Analysis.

TJX
New Albany, OH, (2010)

As lead electrical engineer, Ms. Parrish provided project management, discipline coordination, and specialized consulting from conceptual design through construction administration. Attended bi-weekly onsite OAC meetings and factory witness testing.

Apple
Maiden, NC (2010-2011))

As the assistant to lead electrical engineer on LEED platinum certified data center, Ms. Parrish attended bi-weekly onsite OAC meetings, factory witness testing, and commissioning.

Hewitt/ Aon
Lincolnshire, IL (2011)

For Hewitt/ Aon Ms. Parrish performed a site assessment and feasibility study.

Facility Gateway
Chicago, IL (2011)

As lead electrical engineer and project manager; Ms. Parrish provided discipline coordination and specialized consulting to retro-fit existing building as a data center.

Latisys
Chicago, IL (2011)

As lead electrical engineer Ms. Parrish provided discipline coordination and specialized consulting for retro-fit building. The project scope included voltage drop calculations and lighting design.

REGISTRATIONS
Engineer in Training

EDUCATION
Bachelor of Science in Electrical Engineering
Iowa State University of Science & Technology
(2004)

YEAR HIRED
2014

TOTAL YEARS OF EXPERIENCE WITH OTHER FIRMS
10

PROFICIENCIES
Power system design
Lighting design (AGI Software)
Specification Writing
Auto CAD
SKM

ANDRAYA PARRISH, EIT

ASSOCIATE ELECTRICAL ENGINEER

Ubiquity

Chicago, IL (2013)

While working for Ubiquity, Ms. Parrish worked with business development teams to provide feasibility of converting existing retail stores to data centers.

Equinix

Chicago, IL (2013-2014)

While working for Equinix, Ms. Parrish assisted lead electrical engineer to provide discipline coordination and grounding system design.

Bloom Energy

Irwindale, CA & Princeton, NJ (2014)

While working for Bloom Energy, Ms. Parrish assisted the lead electrical engineer in design of a fuel cell system for an existing data center.

Project scopes included addition of fuel cell plants and tie -ins to existing electrical systems.

MYESHA McCLENDON, LEED AP

ELECTRICAL DESIGN SECTION MANAGER

Ms. McClendon has over 9 years of diversified experience in electrical engineering and is a performance driven and result orientated professional with a proven ability to efficiently manage all aspects of a project including design, construction, budget, scheduling, site supervision and quality assurance/quality control. Her dynamic ability to work with multiple projects teams simultaneously has led to her success in managing multi-million dollar projects for government and private clients.

RELEVANT PROJECT EXPERIENCE

UIC Energy Conversation Measures with AEI/Ameresco

UIC- Chicago, IL (2013-Present)

Ms. McClendon serves as the Electrical Design Project Manager for the implementation of a $63.6 million Energy Savings Performance Contract (ESPC) for the University of Illinois at Chicago. The project is expected to save the University more than $1.8 million in avoided energy costs annually for the 20 year term, and includes energy efficiency and infrastructure upgrades to UIC's Science and Engineering Laboratories Complex. The project will include infrastructure upgrades as well as energy conservation measures such as new and re-commissioned air handling units, HVAC control systems and equipment, chilled beam, new high performance fume hoods, lighting retrofits, weatherization of building envelope, and the installation of energy recovery systems.

South Airport Traffic Control Tower

O'Hare Modernization Program, Chicago, IL (2011 – Present)

Ms. McClendon serves as Electrical Project manager for the design of the South Airport Traffic Control Tower and associated base building in the southern section of O'Hare International Airport. The tower will be approximately 219 feet tall to top of tower with a 565 square foot cab and a 10,000 – 12,000 square foot base building. The scope of work includes all electrical design associated with the cab and base building per FAA guidelines for typical radial Critical Power Distribution System. The electrical scope also includes design of the power systems, including normal, essential, and critical power, power and electronic grounding systems, lighting systems, electrical power management system, fire detection and alarm system, and lightning protection. The LEED goal for this project is a rating of Silver. The project is being designed using REVIT.

Filtrate Treatment Facility

DC Water – Washington DC (May 2012 – Present)

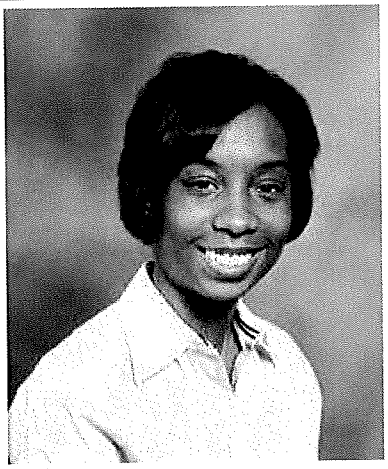
The Filtrate Treatment Facility project includes design of a new sidestream treatment system for removal of ammonia-nitrogen and carboneous BOD from belt filter press filtrate discharged from the Final Dewatering Facility (FDF). The FTF will incorporate sequencing batch reactor (SBRs) with support facilities as needed to reduce ammonia-nitrogen and BOD loading returned to the Main Process Train. The SBRs will be designed with flexibility to operate in either of two process configurations, Nitration-Denitration (N-DN) or Deammoniafication (DEMON®).

The electrical engineering design services for the FTF will include a new medium voltage substation to supply power to the Filtrate Treatment Facilities, power distribution for all FTF electrical requirements, including process and building systems equipment, instrumentation and controls equipment and devices, interior and exterior lighting, and other miscellaneous power requirements, motor controls and adjustable frequency drives, security systems, telephone and intercom systems, lightning protection and fire alarm systems, as necessary interior and exterior lighting, underground duct banks for electrical power, instrumentation and control cables, and other wire and fiber optic cables, and conduit and wire schedules for power, instrument, control system wiring. Ms. McClendon serves as project manager for this project.

Combined Heat and Power

DC Water, Washington, DC (2012-Present)

Milhouse Engineering and Construction, Inc. are providing electrical and mechanical engineering design services for the Combined Heat and Power (CHP). The District of Columbia Water and Sewer Authority's (DC Water) Blue Plains Advanced Wastewater



REGISTRATION
LEED Accredited Professional

EDUCATION
Bachelors of Science in Electrical Engineering and Computer Science
Southern Illinois University – Edwardsville
Edwardsville, IL (2004)

YEARS WITH FIRM
9 years

TOTAL YEARS EXPERIENCE
9 years

CERTIFICATIONS
OSHA 10 hour Construction Industry Outreach

Corps of Engineers and Naval Facility Engineering Command Training-Construction Quality Management for Contractors

Capital Development Board (CDB) Manager Training for Architects/Engineers

AFFILIATIONS
Illinois Society of Professional Engineers Chicago Chapter

MATHCOUNTS Chicago Chapter – Assistant Coordinator

MYESHA McCLENDON, LEED AP
ELECTRICAL DESIGN SECTION MANAGER

Treatment Plant (AWTP) treats an average of 370 mgd of wastewater from the metropolitan Washington, D.C., area. It is the largest AWTP in the world. Currently, lime stabilization is used to convert wastewater treatment residuals into a renewable resource used as a soil amendment. Implementation of the Biosolids Management Program (BMP) will largely replace lime stabilization with thermal hydrolysis and anaerobic digestion. The Biosolids facility will include 4 anaerobic digesters, 4 Cambi™ treatment trains, a pre-dewatering centrifuge building, a combined heat and power facility, a gas treatment facility, buildings, flares and gas holder.
Digester gas is expected to be the primary fuel, supplemented as necessary with natural gas. The digester gas supply is anticipated to be sufficient to generate up to 13 MW of electricity. The CHP is a design-build-operate project which includes the following digester gas and natural gas compression, digester gas / natural gas turbines, heat recovery steam generators to produce steam for the Cambi Thermal Hydrolysis Process (THP), and back-up steam production system to ensure steam is available for THP. Ms. McClendon serves as the Project Manager.

CHA ADA Assessments
Chicago Housing Authority (CHA) Chicago, Illinois (8/2011-Present)
Ms. McClendon serves as Project Manager for Chicago Housing Authority ADA assessments/Life Safety Upgrades of multiple properties. This project includes all necessary design consideration and physical improvements required to obtain ADA compliance at each specified Chicago Housing Authority Facility. The ADA upgrades include any interior improvements of the facility specifically intended to meet ADA compliance as well as exterior site features, and accessible route(s). Exterior ADA compliance scope includes accessible parking spaces and parking signage, designated routes from parking/public transit to the building, and site grading/drainage as necessary. Interior ADA compliance scope includes but is not limited to accessible office areas, common hallways and corridors, laundry rooms, trash shuts, building entrances, and recreation rooms. Life Safety scope includes fire alarm and elevator recall systems. Milhouse Engineering and Construction, Inc. is responsible for all the upgrades associated with electrical and mechanical ADA compliance requirements and Life Safety Upgrades.

Runway 9C-27C and Associated Taxiways
O'Hare Modernization Program, Chicago, Illinois (2009 to Present)
Ms. McClendon serves as a Project Manager for the design of Runway 9C-27C at O'Hare International Airport, a $350 million construction project that is part of the Completion Phase of the O'Hare Modernization Program. This runway project is a key step in the O'Hare Modernization Program's plan to reconfigure the airfield to six parallel runways in an east-west direction. Runway 9C-27C is estimated to be a $400 Million, 11,245' long by 200' wide carrier runway, and will be designed to meet FAA Airplane Design Group (ADG) VI standards. The design will also include the construction of full-length parallel taxiways constructed adjacent to Runway 9C-27C, utility design and coordination, building demolition, airfield lighting and signage design, runway/taxiway horizontal and vertical geometry, runway and taxiway pavement design, NAVAID design, grading improvements, construction phasing, construction cost estimating, sustainable design, and local storm drainage and major collector system improvements.
Utility design included approximately 10,000 linear feet of watermain including the development of plan and profile sheets and the design of hydrant laterals, service lateral to facilities, cathodic protection systems, hot taps and hot boxes. Her project duties include schedule updates, management of project budget, project team resource evaluation, review and coordination of utility design, RFI submittals, construction cost estimates, and change order review.

Gary Chicago International Airport
Gary Chicago International Airport Authority, Gary, Indiana (2011 to Present)
Ms. McClendon serves as the Project Manager for Milhouse Engineering and Construction, Inc. (Milhouse) for the Gary Chicago International Airport (GCIA). Milhouse is a team member for the construction management services to assist with GCIA expansion of Runway 12-30 and associated taxiways to the northwest by approximately 1,900 feet. The expansion requires relocation of Elgin, Joliet, and Eastern Railroad (EJ&E), a subsidiary of the Canadian National Railroad; tracks that currently sit less than 150 feet from the northwest end of Runway 12-30.
Milhouse is providing engineering design review services to support the expansion of Runway 12-30. These projects include design of a vehicle overpass on Airport Road to span the current CSX Railroad and future EJ&E Railroad tracks, design of two EJ&E Railroad bridges to span Norfolk Southern Railroad tracks, design of a new Airfield Lighting Vault to replace the current facility that is unable to support the additional electrical capacity required by the runway expansion, connection of the segments to the existing runway and taxiway, as well as relocation of ground-based navigation equipment.

Burnham, Homan, Mather, and Sumac Park Playgrounds
Chicago Park District, Chicago, Illinois (2010 to 2013)
The Chicago Park District identified the existing Burnham, Homan, Mather, and Sumac playgrounds to be renovated. Ms. McClendon serves as project manager for the renovation of these parks. Many of these playgrounds have outdated equipment and wood chip surfacing that fail to meet current Chicago Park District standards. These playgrounds will be replaced with new playground equipment and rubberized soft surfacing, which meets or exceeds Chicago Park District standards. The new playgrounds are intended to be state of the art and meet or exceed ADA accessibility guidelines, including providing ramps to play structures where possible. The scope of work includes, but is not be limited to, landscape and architectural design (including but not limited to planting plans and hardscape elements), cost estimates, engineering (including but not limited to sewer, water, electric, and civil), community involvement in the design, contract documents (including specifications and details as necessary), construction administration, and construction observation services.
Additional design elements including, but not limited to landscaping with native, sustainable plantings (trees), fencing, gateway features, ornamental and security lighting, picnic tables and benches, pathways, site amenities, grading/drainage, drinking fountains with hose bibs

MYESHA McCLENDON, LEED AP

ELECTRICAL DESIGN SECTION MANAGER

and backflow preventer(s), spray pools, and artwork are included based on specific site needs and budget. Milhouse Engineering and Construction, Inc. provided electrical and plumbing design services for these parks.

Runway 10C-28C - O'Hare International Airport

O'Hare Modernization Program, Chicago, Illinois (2005-2010)

Ms. McClendon served as Project Manager and designer of Runway 10C-28C at O'Hare International Airport, a $562 million construction project. This project encompasses the redesign of the existing south airfield, and specifically the design of the new 10C-28C Runway. As project manager her duties included schedule updates, management of project budget, project team resource evaluation, construction cost estimates, and change order review.

As a designer Ms. McClendon was responsible for coordinating and preparing contract documents for all aerial and underground utilities corresponding to the design of the proposed category 6 runway. Specific duties include utility log preparation, developing utility crossing importance levels, project coordination, compliance with FAA advisory circular, airport safety restrictions and specifications, verification of existing utilities, and horizontal and vertical utility design. Additional duties include developing construction estimates, airfield and landside planning associated with utilities, and design plans for 60%, 90%, and 100% design review submittals, preparation and compilation of final issue for bid and construction design plans, comment review responses, verifying all documentation of comment and plan review closeout, and attendance at all coordination meetings.

In addition as a designer her duties included performing an analysis that outlined design coordination, construction constraints, and construction completion deadlines/schedules for the airport layout plan of all South Airfield navigational aids and corresponding utilities, and fiber optic loops. In addition, Ms. McClendon was responsible for analyzing and supporting the OMP with all fiber optic loops designs which includes coordinating with the Federal Aviation Administration, providing temporary power, communication, and connectivity of existing fiber optic loops during installation and commissioning of new fiber loops.

Program Management Offices – Operation Virtual Shield

Public Building Commission of Chicago, Chicago, Illinois (2007 – 2008)

As part of the Program Management Team for the PBC Ms. McClendon served as Project Manager for Operation Virtual Shield Phase II - $41 million program that developed an extensive video surveillance network within the City of Chicago by linking more than 3000 surveillance cameras to a centralized monitoring system at the Office of Emergency Management and Communication (OEMC), which captures and processes camera feeds in real time. It is able to detect suspicious or dangerous activity and identify its location, including facial recognition and thermal imaging cameras. Ms. McClendon duties included review of contractor invoices, management of project budget, proving documentation for program grant funding requirements, review of project task orders, and review of project schedule. In addition, Ms. McClendon was responsible with coordinating with city agencies for access to utility routing and infrastructure, permitting for construction and community relations.

Program Management Offices – Chicago Housing Authority Camera Surveillance – Phase I

Public Building Commission of Chicago, Chicago, Illinois (2008)

As part of the Program Management Team for the PBC Ms. McClendon served as Project Manager for CHA Camera Surveillance Program $1.3 million program that developed an extensive video surveillance network within the Chicago Housing Authority residential facilities. Ms. McClendon duties included review of contractor invoices, management of project budget, review of project task orders, and review of project schedule. Ms. McClendon was responsible for coordinating with each facilities property management and CHA's Asset Manager. In addition, she was responsible for coordinating with city agencies for access to utility routing and infrastructure, permitting for construction and community relations. CHA also worked with the Office of Emergency Management and Communication (OEMC) as part of their program to connect critical camera location to their office for immediate emergency response. As a result of the success of Phase I the CHA has started Phase II a $23 million camera initiative to place cameras at all residential facilities.

Fixed Base Operator Relocation Site Preparation

O'Hare Modernization Program, Chicago, Illinois (2009 to Present)

Ms. McClendon serves as Project Manager for the relocation of the current Fixed Base Operator (FBO) Site Preparation at O'Hare International Airport working with Crawford, Murphy and Tilly, Inc. The current FBO site is located within the footprint of the proposed Runway 9C-27C on the North Airfield. The project includes site improvements for the development of construction of the aircraft ramp, blast deflectors, service road, utilities, drainage collection systems and landscaping. This Project also includes the construction of proposed Taxiway DD, lighting and signage needed to provide airfield access to the FBO, the demolition of an existing air freight building, relocation of Guard Post 12 and other miscellaneous improvements. The proposed new site is to include a Terminal Building, general public as well as secured automobile parking; a corporate hangar, an aircraft parking apron, service road, blast fence deflectors and landscape improvements. Her project duties include project management, utility coordination, RFI submittals, attendance at coordination meetings, review of utility design, construction cost estimates, project specifications. Ms. McClendon served as LEEP AP for the project.

Taxiway WK and Mt. Prospect Road (Hangar Road)

O'Hare Modernization Program, Chicago, Illinois (2009 to 2014)

Taxiway WK is a new taxiway that will connect the west end of existing Runway 9L-27R on the north to the west end of new Runway 9C-27C on the south. Mt. Prospect Road serves as the primary access to the northwest hangar area via Guard Post #1. It serves nearly 10,000 employees daily connecting between Touhy Avenue on the north and Hangar Road on the south. The current alignment must be lowered to accommodate the construction of Taxiway WK. A tunnel designed by others is required for this grade separation. Ms. McClendon serves as

MYESHA McCLENDON, LEED AP

ELECTRICAL DESIGN SECTION MANAGER

Project Manager for the LEED/sustainable design, the roadway design for the connection of the relocated Mt. Prospect Road into the existing Hangar Road, utility design and demolition (Water, ComEd, and CED), and structural design (manhole reconstruction). Her project duties include project management, management of project budget, project team resource evaluation, utility coordination, RFI submittal, attending coordination meetings, construction cost estimates and project specifications. Ms. McClendon also served as the LEED AP for the design and will complete the project SAM requirements and update required documents.

East Airfield Lighting Control Vault – O'Hare International Airport

O'Hare Modernization Program, Chicago, Illinois (2011)

Ms. McClendon serves as Project Manager for the development of a new East Lighting Control Vault supporting the lighting loads, circuits, and equipment of the proposed Runways 9C-27C and Associated Taxiways and Runway 9R-27L Extension and Associated Taxiways located in the north airfield. The EALCV is intended to serve two of the four O'Hare Modernization Program (OMP) end state Runways on the North side of the airfield and eliminate the need for additional duct bank and expansion of the existing North Airfield Lighting Control Vault.

Auxiliary Construction Vehicle Area for Guard Post #1

O'Hare Modernization Program, Chicago, Illinois (2010-2011)

Ms. McClendon serves as Project Manager for the utility relocation and maintenance of traffic plans for guard post construction. The relocation of Mount Prospect Road and Guard Post 1 was completed as part of OMP Phase 1 in advance of Runway 9L construction. Mount Prospect Road and Guard Post 1 currently service vehicles entering the northwest airfield. Guard Post 1 consists of 12 lanes; badged employees use 8 plaza lanes with individual guard booths, and delivery vehicles and vehicles with multiple occupants that use 4 escort lanes. Vehicles utilizing the 4 escort lanes must park and check in at a single booth. Ms. McClendon's project duties include project management, management of project budget, project team resource evaluation, utility coordination, RFI submittal, attendance at coordination meetings, construction cost estimates, project specifications, and design review.

Program Management Offices – Design Reviews

Public Building Commission of Chicago, Chicago, Illinois (2009)

Ms. McClendon serves as Project Engineer providing assistance to the Senior Engineer responsible for performing electrical constructability reviews for all construction projects of various City of Chicago Departments and Agencies which goes through the Public Building Commission (PBC) for construction project and management services. As part of the Program Management Team for the PBC program-wide, this task involves the review of every design phase milestone document submittal prior to bidding and construction. The milestone submittals occur typically at the completion of schematic design, design development, 60%CD, 90%CD, and 100%CD. Reviews include the following types of projects: environmental centers, vehicle maintenance facilities, senior centers, park district prototype field houses, police station, fire stations, libraries, elementary schools, middle schools, and high schools. Ms. McClendon's general duties and responsibilities for all PBC related projects submitted for review include, but not limited to; provide cursory review of design phase document submittal package for completeness, assist with processing and organization of documents for review team, documentation of submittal review comments, and assist with quality control work upon completion of review comments documentation.

Federal Express Cargo Facility Study

O'Hare Modernization Program, Chicago, Illinois (2008)

Ms. McClendon serves as Project Engineer for the Federal Express Cargo Facility site study. An engineering study was performed that focuses on the construction and phasing issues involved with constructing the new United Airlines and Federal Express Cargo Buildings while minimizing impacts to the existing Federal Express Cargo facility and surrounding construction contracts. The study provided recommendations for temporary and/or permanent locations and design recommendations for the new Federal Express Metroplex Building, the Federal Express Vehicle Maintenance Building, and Guard Shelter as well as staging options for their existing POV and truck trailer parking. Ms. McClendon is responsible for coordinating and preparing design and administrative documents for all existing and proposed utilities corresponding to the design of the temporary and permanent facilities. Specific duties include project coordination, verification of existing utilities, design recommendations for permanent and temporary utilities, and compliance with FAA advisory circular, government standards, and airport safety restrictions and specifications.

South Airfield and Runway 10C-28C Navigational Aids Design and Planning – O'Hare International Airport

O'Hare Modernization Program, Chicago, Illinois (2005-2006)

Ms. McClendon serves as Project Engineer for the O'Hare Modernization Program (OMP), airport expansion of the City of Chicago O'Hare International Airport. This project includes working with the OMP in the design of and planning of maintaining and maximizing airport operation during the new installation and replacement of existing navigational aids and utilities. Ms. McClendon duties included performing an analysis that outlined design coordination, construction constraints, and construction completion deadlines/schedules for the airport layout plan of all South Airfield navigational aids and corresponding utilities, and fiber optic loops. In addition, Ms. McClendon was responsible for analyzing and supporting the OMP with all fiber optic loops designs which includes coordinating with the Federal Aviation Administration, providing temporary power, communication, and connectivity of existing fiber optic loops during installation and commissioning of new fiber loops. Ms. McClendon duties also includes design of all power and communication utility connection for navigational aids such as the glide slope, precision approach path indicator, and localizer as well as planning and design for temporary replacement of navigational aids and utilities upon commissioning of new navigational aids.

MYESHA McCLENDON, LEED AP

ELECTRICAL DESIGN SECTION MANAGER

Cargo Aprons – O'Hare International Airport

O'Hare Modernization Program, Chicago, Illinois (2006)

Ms. McClendon serves as Project Engineer for the O'Hare Modernization Program (OMP), airport expansion of the City of Chicago O'Hare International Airport. This project encompasses the development and planning of the airport layout plans for the relocation of the United Airlines Cargo Building and Federal Express Metroplex Building as it relates to any interference with existing, proposed, and temporary navigational aids, service roads, and underground and aerial utilities. In addition the project consisted of the design of proposed cargo aprons and associated parking and additional facilities. Ms. McClendon's duties include coordinating with all South Airfield designers for the design and construction of temporary access roads and temporary replacement or relocation of utilities during the construction of all segments of the project as well as analyzing and evaluating vehicular traffic problems and parking lot operation during construction. Ms. McClendon is also responsible for assisting with engineering cost estimates for all new construction and temporary site prep. In addition she is responsible for the design of all utilities and associated services that correspond to the relocating of these landside facilities.

Cargo Tunnel Extension – O'Hare International Airport

O'Hare Modernization Program, Chicago, Illinois (2006)

Ms. McClendon's serves as Project Engineer for the O'Hare Modernization Program (OMP), airport expansion of the City of Chicago O'Hare International Airport. This project encompasses the extension of an existing cargo tunnel which includes fire protection, design of a retaining wall, maintenance of traffic, and temporary routing access. Ms. McClendon duties include planning and development for temporarily relocating utilities and airfield navigational aids. In addition Ms. McClendon is responsible for compiling of the contract documents including engineers cost estimate and final issue for bid construction plans.

New Beckham Bus Facility

Beckham Transit, Chicago, Illinois (2007 – 2008)

Ms. McClendon serves as Project Leader for the electrical design of the Beckham Transit Facility. Ms. McClendon plays an instrumental role in providing direction for LEED initiatives of the overall projects electrical system which includes power and control, lighting, and information technology design. As part of her leadership, Ms. McClendon performed analyses for this project and as a result she created the scope of work used to develop designs. She continues to spearhead and manage the scope on an ongoing basis. Additionally, Ms. McClendon developed and manages the electrical design and construction project budget & schedule, ensuring that all project deadlines are met, and performs QA/QC reviews for scheduled submittals as well as attends weekly project meetings and composes weekly project reports. In addition Ms. McClendon duties include assisting in the design of the electrical lighting plan for the site and facility, assisting with the developing/reviewing of electrical specifications and the design of the power and control systems which include elevators, chiller, unit heaters, HVAC, booster pumps, fire pump, exhaust fans, and fire alarm. Ms. McClendon is also responsible for the information technology design plan including, closed circuit television, card readers, public address system, and GPS system.

Rush University Medical Center Parking Structure

Rush University Medical Center, Chicago, Illinois (2007 – 2008)

Ms. McClendon serves as Project Leader for the design of the Rush University Medical Center Parking Facility. This project consists of a five story two sided parking structure for approximately 517 cars and is 218,000 square feet with the option of adding two additional parking levels of 46,530 square feet each. Milhouse Engineering and Construction, Inc. provided the design of the Electrical-HVAC-Plumbing/Fire Protection Systems for this facility. Ms. McClendon's duties included attending bi-weekly meetings with the Construction Manager, ComEd staff, and AOR, maintaining submittal and RFI logs, and managing project budget and schedule. In addition Ms. McClendon manages a cross functional team of engineers and engineer technicians in an effort to meet project schedules and budgets. Ms. McClendon's duties also entailed assisting in the design of the incoming 12KV-480V electrical substation, distribution, and control system and the design of the power and control systems which included elevators, chiller, unit heaters, HVAC, booster pumps, fire pump, exhaust fans, sprinkler, and fire alarm. In addition Ms. McClendon designed the lighting systems for the offices, utility rooms, and interior parking levels, as well as, outdoor parking on the roof of the parking structure. Ms. McClendon also assisted in the developing/reviewing of electrical specifications, comment review responses and responses for contractors Request for Information (RFI).

Columbia Pointe Development Phase II

Woodlawn Park II, LLC, Chicago, Illinois (2008)

Ms. McClendon serves as Project Leader for the Columbia Pointe Development Project located primarily on 63rd Street and bound by Woodlawn Avenue and Ingleside Avenue in Chicago, Illinois. Columbia Pointe Development is reviving the Woodlawn community by designing and constructing approximately 200 single family homes including designing, construction and necessary improvements of all surrounding streets, alleys, and lighting fixtures. Milhouse Engineering and Construction, Inc. is providing design services for the construction of new alleys and street; reconfiguration of existing and sidewalks, curbs, gutters, street signs, lighting and traffic signals; provisions for utility connections and any relocations as may be required by the City; drainage design and erosion control. Ms. McClendon duties include design of street and alley lighting and traffic signals; provisions for utility connections and any street and alley lighting relocations as may be required by the City or design plans and attending meetings with ComEd staff, community members, and Owners Representatives.

MYESHA McCLENDON, LEED AP

ELECTRICAL DESIGN SECTION MANAGER

Chicago Park District – 2007 Playgrounds (various locations)

Chicago Park District, Chicago, Illinois

Ms. McClendon serves as Project Engineer for the electrical design of approximately 19 Chicago Park District parks and sports facilities. Ms. McClendon assisted in the design of power and control to water spray pools and outdoor lighting for the park play areas and sports facilities and attended project meetings with the Chicago Park District, Architect, and contractors to ensure meeting project schedule and verification of scope requirements and changes. A Green LEED initiative using solar power was proposed because of the long distance between spray pools and the electrical panels. Outdoor lighting for each park was evaluated individually and appropriately designed.

TERRA ENGINEERING LTD.

JAMIL BOU-SAAB, PE

Executive Vice President / Principal-in-Charge

EDUCATION

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

Bachelor of Science in Civil Engineering, Marquette University, Milwaukee, 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

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

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

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

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

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

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

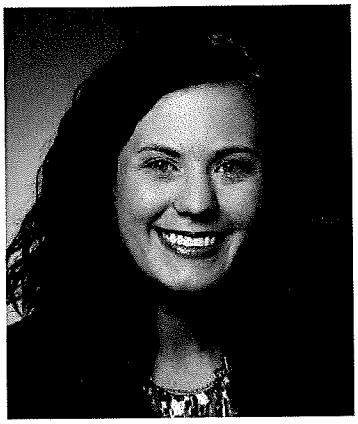
ORR ACADEMY HIGH SCHOOL / Chicago, Illinois / Principal engineer for the site associated with a new multi-sport artificial field, a six-lane competition 400-meter running track, bleacher area, and four tennis courts within the five-acre site.

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

TERRA ENGINEERING LTD.

KELLY MILLS, PE, LEED AP BD+C

Project Manager



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

LICENSES / CERTIFICATES
Professional Engineer, IL, 2010
Leadership in Energy and Environmental Design Accredited Professional (LEED AP), 2010

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers, Member
USGBC, Chicago Chapter, Member
Emerging Green Builders, USGBC, Chicago Chapter, Member
Irish Engineers and Contractors Association
University of Notre Dame CREATE – Chicago Networking in Construction and Real Estate

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

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

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

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

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

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

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

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

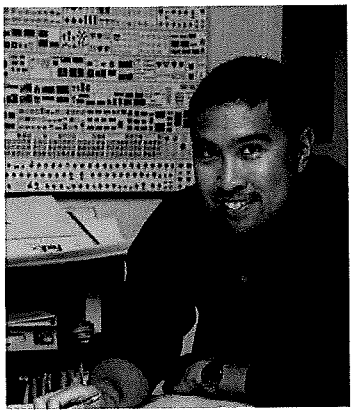
INTRINSIC CHARTER SCHOOL / Chicago, Illinois / Site design, stormwater management and permitting for a renovation of existing building to introduce the new charter school to the Chicagoland area. Site development included design of permeable paver drop-off lane, artificial turf field, teacher parking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

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

TERRA ENGINEERING LTD.

ARVIN VILLANUEVA, PE

Senior Project Engineer



EDUCATION
Master of Science in Civil Engineering, New Jersey Institute of Technology, Newark, NJ, 2003

LICENSES / CERTIFICATES
Professional Engineer, IL, 2014
Professional Engineer, NJ, 2014

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineering, Member
National Society of Professional Engineers, Member
Philippine Engineers & Scientists Organization, Member

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

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

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

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

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

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

CHICAGO PUBLIC SCHOOL (CPS) PLAYFIELDS

- Myra Bradwell School – Turf Field
- Park Manor Elementary School Turf Field and Playground
- Peter A. Reinberg Elementary School
- Julia Ward Howe Elementary School
- Hammond Elementary School Playground
- Young Elementary School Playground
- De Diego Elementary School Playground

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

TERRA ENGINEERING LTD.

DANIELLE KOWALEWSKI

QA/QC Reviewer

EDUCATION

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

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

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

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

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

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

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

GAGE PARK HIGH SCHOOL / Chicago, Illinois / As project manager, Ms. Kowalewski oversaw the design, engineering, and project schedule and budget for the school parking lot renovation project. The project includes the design and engineering accessible parking stalls along with engineering of the accessible route from those stalls to the building entrance. In order to provide ADA compliance, a new ADA, exterior ramps was provided to accommodate the nearly four foot grade change.

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

TERRA ENGINEERING LTD.

ALINA CARRILLO, PE

Project Engineer

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

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

LICENSES / CERTIFICATES
Professional Engineer, IL, 2013

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers, Member

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

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

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

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

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.

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

JONES HIGH SCHOOL / Chicago, Illinois / Project Engineer / Site design, stormwater management and permitting for an eight-story high school in the South Loop. The project aims to be a LEED and sustainable model for the South Loop and is currently charted to be a LEED Platinum building in the design phase. A green alley was installed at the west end of the building to serve as a detention component to Jones High School.

TERRA ENGINEERING LTD.

KATHERINE KENEFAKE

Project Engineer

EDUCATION
Bachelor of Science in Civil Engineering, Purdue University, West Lafayette, IN, 2013

LICENSES / CERTIFICATES
Engineer in Training, IL, 2013

PROFESSIONAL AFFILIATIONS
Purdue Society of Women Engineers, 2008 - 2013

Katherine recently joined TERRA and brings a mix of engineering and environmental experience to our team. Her experience includes AutoCAD, Civil 3D, Mathcad, Revit, Microsoft Office Suite for Windows and Mac.

WALTER PAYTON COLLEGE PREP / Chicago, Illinois / Project Engineer / Site design, stormwater management and permitting for a building addition to the existing building. Design incorporated various ramps and staircases and innovative grading techniques to account for change in elevation over the site.

MARWEN ARTS CENTER / Chicago, Illinois / Project Engineer / Site design, stormwater management and permitting for renovation of existing parking lot to allow for a building addition and improve vehicular circulation. The site was designed to minimize costs for the not for profit organization while adhering to their sustainable goals.

NORTHWESTERN UNIVERSITY MEDICAL CENTER, MEDICAL RESEARCH COMPLEX 2 / Chicago, Illinois / Site design, project management and permitting for a new, high-rise, research building in their downtown Chicago location. Enabling projects, including utility relocations for adjacent buildings that are to remain were identified early to avoid any delays to the start of construction and interruptions of services to adjacent buildings.

SENIOR DESIGN PROJECT – FINALIST DESIGN / West Lafayette, Indiana / Assistant Project Manager

- Under direction of Professional Engineer, draft and revise site design and landscape plans, topographic surfaces, details and notes utilizing AutoCAD Civil 3D
- Prepare cost estimates on a wide range of newly awarded projects
- Research and complete permits and reports, including SWPPPs, NOIs, NCRS Soil Reports, EcoCATs, FIRM flood maps, and IEPA wastewater and storm water construction permits
- Interact and collaborate with Professional Engineers, Environmental Specialist, and Land Surveyor as needed to perform daily tasks

MERITCORP GROUP, LLC / Oswego, Illinois / Staff Engineer

- Under direction of Professional Engineer, draft and revise site design and landscape plans, topographic surfaces, details and notes utilizing AutoCAD Civil 3D
- Prepare cost estimates on a wide range of newly awarded projects
- Research and complete permits and reports, including SWPPPs, NOIs, NCRS Soil Reports, EcoCATs, FIRM flood maps, and IEPA wastewater and storm water construction permits
- Interact and collaborate with Professional Engineers, Environmental Specialist, and Land Surveyor as needed to perform daily tasks

CHARLES PANKOW CONCRETE MATERIALS LAB / West Lafayette, Indiana / Undergraduate Research Assistant

- Assisted graduate students with their research by obtaining and analyzing data for a variety of projects including studies of limestone and other materials for concrete structures
- Entrusted with operation and utilization of lab machinery and materials
- Operated concrete mixers and compression machines
- Created and soldered cable wiring and connectors for scanners used in research testing

SCHEDULE G

OTHER CONDITIONS

NONE

EXHIBIT A
LEGAL ACTIONS

ATTACHED HERETO

EXHIBIT A
LEGAL ACTION

Firm Name: FGM Architects Inc.

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?	☐	☒
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?	☐	☒
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.	☐	☐
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	☐	☒
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?	☐	☒
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?	☐	☒
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	☐	☒
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)?	☐	☒
Has the firm or venture ever failed to complete any work awarded to it?	☐	☒

EXHIBIT B
DISCLOSURE AFFADAVIT

ATTACHED HERETO

EXHIBIT B
DISCLOSURE AFFIDAVIT

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

The undersigned John F. Ochoa (Name), as President (Title)

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

1. Name of Firm: FGM Architects Inc.
2. Address: 200 West Jackson, Suite 1040, Chicago, IL 60606
3. Telephone: 312.948.8461 Fax: 312.948.8462
4. FEIN: 37-0900899 SSN: _____
5. Nature of transaction (check the appropriate box):

   ☐ Sale or purchase of land
   ☐ Construction Contract
   ■ Professional Services Agreement
   ☐ Other _____

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

   ■ Corporation
   ☐ Partnership
   ☐ Sole Proprietorship
   ☐ Joint Venture
   ☐ Limited Liability Company
   ☐ Limited Liability Partnership
   ☐ Not-for-profit Corporation
   ☐ Other: _____

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EXHIBIT B
DISCLOSURE AFFIDAVIT

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Delaware

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
John F. Ochoa	President/CEO
August F. Battaglia	Executive Vice President
James G. Woods	Executive Vice President
Joseph Chronister	Executive Vice President
Andrew J. Jasek	Executive Vice President

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

Name	Address	Ownership Interest Percentage
John F. Ochoa	200 W. Jackson, Chicago, IL 60606	
James G. Woods	200 W. Jackson, Chicago, IL 60606	11.5%
August F. Battaglia	200 W. Jackson, Chicago, IL 60606	11.5%

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

6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
☐ Yes
☒ No

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

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

Name	Title
Timothy E. Kwiatkowski	Executive Vice President
Mikeal L. Caraker	Vice President
Todd J. Hanger	Vice President
Arthur A. Hayhurst	Vice President
Peggy L. Hoffmann	Vice President
Louise G. Kowalczyk	Vice President
John J. Krezel, Jr.	Vice President
Raymond K. Lee	Vice President
Kerry Leonard	Vice President
Brandon Lipman	Vice President
Dean Manasses	Vice President
Kevin W. Meyer	Vice President
Mary Ann O'Hara	Vice President
Joseph Pullara	Vice President
Ronald W. Richardson	Vice President
Brian Wright	Vice President
David Yandel	Vice President

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

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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. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

    b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

    c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] 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[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

    b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction[5], (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.

John F. Ochoa
Signature of Authorized Officer

John F. Ochoa
Name of Authorized Officer (Print or Type)

President
Title

312.948.8461
Telephone Number

State of Illinois

County of DuPage

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

John F. Ochoa (Name) as President (Title) of

FGM Architects Inc. (Bidder/Proposer/Respondent or Contractor)

Carol Reeser
Notary Public Signature and Seal

"OFFICIAL SEAL"
CAROL REESER
Notary Public, State of Illinois
My Commission Expires 02/08/16

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):

Description or goods or services to be provided under Contract:

Name of Consultant: _____

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

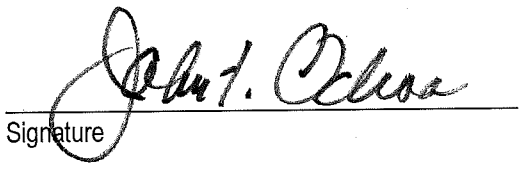
EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

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

3/15/15
Date

John F. Ochoa
Name (Type or Print)

President
Title

Subscribed and sworn to before me

this 5th day of March 2015

Carol Reeser
Notary Public

"OFFICIAL SEAL"
CAROL REESER
Notary Public, State of Illinois
My Commission Expires 02/08/16

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.

vii. "Good faith efforts" means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

viii. "Joint Venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the Joint Venture is equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

ix. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.

c. A Consultant may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible Joint Venture equal to the percentage of the ownership and control of the MBE or WBE partner in the Joint Venture. A Joint Venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A Joint Venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the Joint Venture:

   i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
   ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

d. A Consultant may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Consultant subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

f. A Consultant may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

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

5. Submission of Bid Proposals

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

i. Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or the County of Cook must be submitted.

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

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

iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

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

6. Evaluation of Compliance Proposals

a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.

c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.

d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

7. Request for Waiver

a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

b. Good Faith efforts to achieve participation include but are not limited to:

i. Attendance at the Pre-bid conference;

ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;

iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;

iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;

v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
   a. The name, address and telephone number of MBE and WBE firms contacted;
   b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
   c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

vi. A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.

vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.

viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

ix. General efforts made to assist MBE and WBE firms to overcome participation barriers.

c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:

i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

ii. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:

i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.

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

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

vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

vii. Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.

ix. Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

9. Reporting and Record-Keeping Requirements

a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.

b. The Consultant must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

i. The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

ii. The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c)financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

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

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

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

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

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

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

13. Non-Compliance

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

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

14. Severability

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

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES FOR PROFESSIONAL SERVICES
SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of Joint Venture _____

2. Address of Joint Venture _____

3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

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

      11.5%

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

      11.5%

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

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

8. Specify as to:

   A. Profit and loss sharing _____%

   B. Capital contributions, including equipment _____%

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

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

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES FOR PROFESSIONAL SERVICES
SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

   A. Financial decisions: _____

   B. Management decisions such as:

      1. Estimating: _____

      2. Marketing/Sales: _____

   C. Hiring and firing of management personnel: X _____

   D. Purchasing of major items or supplies: _____

   E. Supervision of field operations: _____

   F. Supervision of office personnel: _____

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

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

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

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES FOR PROFESSIONAL SERVICES
SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

_____	X _____
Name of Joint Venturer	Name of Joint Venturer
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date
State of _____ County of_____	State of _____ County of_____
On this _____day of _____, 20___	On this ____ day of _____, 20_____
before me appeared (Name)	before me appeared (Name)
_____,	_____,
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by	to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by
(Name of Joint Venture) to execute the affidavit and did so as his or her free act and deed.	(Name of Joint Venture) to execute the affidavit and did so as his or her free act and deed.
_____	_____
Notary Public	Notary Public
Commission expires:	Commission expires:
(SEAL)	(SEAL)

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

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

Name of Project: _____

Project Number: _____

Name of Firm: FGM Architects Inc.

Name of MBE or WBE Firm: _____

Check the appropriate box: ☐ MBE or ☐ WBE

TO:

_____ 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):

☐ Sole Proprietor
☐ Partnership
☒ Corporation
☐ Joint Venture

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

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

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

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

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

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

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

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

By:

_____ Name of MBE/WBE Firm (Print)

_____ Signature

_____ Date

_____ Name (Print)

_____ Phone

IF APPLICABLE:
By:

_____ Joint Venture Partner (Print)

_____ Signature

_____ Date

_____ Name (Print)

_____ Phone

☐MBE ☐WBE ☐Non-MBE/WBE

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

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

(1 of 2)

Name of Project: _____

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

_____ and duly authorized representative of _____
Title Name of Professional Service Provider

whose address is

_____

in the City of _____, State of _____

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

Name of MBE/WBE Consultant	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Net MBE/WBE Credit	$	$
	Percent of Total Base Bid	%	%

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

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

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

SUB-SUBCONTRACTING LEVELS

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

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this 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:

_____ Name of MBE/WBE Firm (Print)

_____ Signature

_____ Date

_____ Name (Print)

_____ Phone

IF APPLICABLE:
By:

_____ Joint Venture Partner (Print)

_____ Signature

_____ Date

_____ Name (Print)

_____ Phone

☐MBE ☐WBE ☐Non-MBE/WBE

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: DTA Dunne Tech Elementary School Modernization

Project Number: 05440

FROM:

Jiltech Consulting MBE X WBE X
(Name of MBE or WBE)

TO:

FGM Architects and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

x a Sole Proprietor ____ a Corporation
____ a Partnership ____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated January 08, 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.

LEED Project management for Construction Documentation an Construction Administration Phases.

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

Forty-eight thousand, seven hundred fifty dollars and zero cents - $48,750.00

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

JiL Tech Consulting
Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Vada Kornegay
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____

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: Dunne Tech Elementary School Modernization

Project Number: 05440

FROM:

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

TO:

FGM Architects and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/15/11 and extension letter dated 10/1/14. 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.

Structural Engineering Design Services: Construction Documents thru Project Close-out.

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

$16,250

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Matrix Engineering Corporation
Name of MBE/WBE Firm (Print)

December 15, 2014
Date

(312) 427-1200
Phone

Signature

Gene C. Mojekwu
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____

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: Dunne Tech Elementary School Modernization

Project Number: 05440

FROM:

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

TO:

FGM Architects and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated December 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 for CD's through project completion in Building Construction and Site Development
and Contract Administration through project completion in Site Preparation

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

$22,630.00 + Reimbursable Expenses

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)

December 19, 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 ____

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:

FGM Architects Inc.
Name of Professional Service Provider (Print)

December 22, 2014
Date

312-948-8461
Phone


Signature

John F. Ochoa
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____

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

Name of Project: Dunne Tech Academy Elementary School Modernization

(AOR Agreement)

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

Principal-in-charge

Title
and duly authorized representative of

FGM Architects Inc.

Name of Professional Service Provider
whose address is

200 West Jackson, Suite 1040

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
JilTech Consulting	Arch/LEED Coordination	$	$ 48,750
Matrix Engineering Corp	Structural Engineering	$ 16,250	$
Milhouse Engineering & Const	MEP/FP Engineering	$ 121,250	$
Terra	Civil Engineering	$	$ 22,630
		$	$
		$	$
		$	$
Total Net MBE/WBE Credit		$ 137,500	$ 71,380
Percent of Total Base Bid		33.4 %	17.4 %

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.

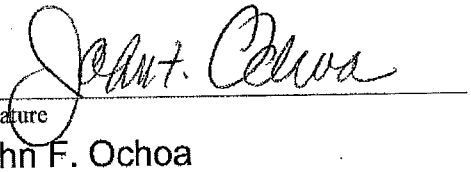
The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the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

By:

FGM Architects Inc.
Name of Professional Service Provider (Print)

December 22, 2014
Date

312-948-8461
Phone


Signature

John F. Ochoa
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____

Phone/FAX

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
FGM Architects Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
1211 West 22nd Street, Suite 705

Requester's name and address (optional)

City, state, and ZIP code
Oak Brook, IL 60523

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

Employer identification number: 37 - 0900899

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/10/14

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

"OFFICIAL SEAL"
CAROL REESER
Notary Public, State of Illinois
My Commission Expires 02/08/16

Dunne Architect of Record Agreement
FGM Architects

Carol Reeser, Notary Public

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.:	Dunne Technology Academy Modernization--05440
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]