



**Public Building Commission of Chicago**

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

**PROFESSIONAL SERVICES  
AGREEMENT**

**DESIGN ARCHITECT SERVICES FOR  
WHITNEY YOUNG BRANCH LIBRARY  
RENOVATION AND EXPANSION –  
PS2080**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**bKL ARCHITECTURE, LLC**

**FOR**

**DESIGN ARCHITECT SERVICES FOR WHITNEY YOUNG BRANCH LIBRARY  
RENOVATION AND EXPANSION – PS2080**

**Public Building Commission of Chicago**

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

<b>FIRM NAME:</b>	bKL Architecture LLC
<b>CONTACT NAME:</b>	Thomas Kerwin, FAIA
<b>CONTACT TELEPHONE:</b>	312-881-5999
<b>CONTACT EMAIL:</b>	tkerwin@bklarch.com
<b>ADDRESS:</b>	225 North Columbus Drive, Suite 100 Chicago, Illinois 60601

**Mayor Rahm Emanuel  
Chairman**

Felicia S. Davis  
Executive Director

## TABLE OF CONTENTS

### Title

Execution Page .....	3
Terms and Conditions.....	5
Schedule A -- Scope of Services.....	19
Schedule A1 -- Additional Scope of Services .....	28
Schedule B -- Compensation of the Architect.....	42
Schedule C -- Insurance Requirements .....	44
Schedule D -- Key Personnel Resumes .....	46
<hr/>	
Exhibit A -- Legal Actions .....	55
Exhibit B -- Disclosure Affidavit .....	57
Exhibit C -- Disclosure of Retained Parties .....	66
Exhibit D -- Special Conditions Regarding the Utilization of MBE and WBE Firms .....	69

**EXECUTION PAGE**

**THIS AGREEMENT** effective as of August 9, 2016, 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 bKL Architecture, LLC with offices at 225 N. Columbus Dr. Suite 100, Chicago, IL 60601 (the "Architect" or "Consultant").

**RECITALS**

**WHEREAS**, The Public Building Commission of Chicago ("**Commission**"), a municipal corporation organized and operating under the Constitution of the State of Illinois ("Commission" or "PBC") and on behalf of various clients including, but not limited to, the City of Chicago, Chicago Public Library, Chicago Park District, City Colleges of Chicago, and Board of Education, (referred to collectively in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of various facilities;

**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 represents that it is qualified and competent by education, training, and experience to prepare drawings, specifications and construction documents necessary to complete the Projects in accordance with standards of reasonable professional skill and diligence and to review drawings, specifications and construction documents prepared by others for conformity with landscape design standards established by the Commission;

**WHEREAS**, the Commission has relied upon the Architect's representations in selecting the Architect;

**WHEREAS**, in reliance upon the Architect's representations, the Commission has selected the Architect to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

**NOW, THEREFORE**, the parties have executed this Agreement on the terms and conditions that follow:

**EXECUTION PAGE**

**Design Architect Services for Whitney Young Branch Library Renovation And Expansion – PS2080**

This Agreement is executed by the Parties stated below and made effective by such execution pursuant to its terms.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By: Rahm Emanuel  
Rahm Emanuel  
Chairman  
Date \_\_\_\_\_

By: Lori Ann Lygdon  
Lori Ann Lygdon  
Secretary  
Date 11/8/16

Approved as to Form and Legality:

By: Anne J. Freda  
Neal & Leroy, LLC  
Date 10.28.16

bKL Architecture, LLC  
By: Thomas Kerwin  
Print Name: Thomas Kerwin, FAIA  
Title: Principal

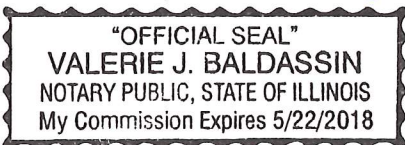
County of Cook  
State of Illinois

AFFIX CORPORATE  
SEAL, IF ANY, HERE

Subscribed and sworn before me by Thomas Kerwin  
as Principal of bKL Architecture this 8<sup>th</sup> day of October, 2016.

Valerie J. Baldassin  
Notary Public

My Commission Expires 5-22-2018



## 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 Design Architect 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*. 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) *Authorized Commission Representative(s)*. 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.
- (d) *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.
- (e) *CW or CW System*. The on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
- (f) *Additional Services*. Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.
- (g) *Day*. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (h) *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.
- (i) *Executive Director*. The person employed by the Commission as its Executive Director or the duly authorized representative thereof.
- (j) *Key Personnel*. Those job titles and individuals identified in Schedule D.
- (k) *Project*. Various Projects to be undertaken by the Commission on behalf of User Agency.
- (l) *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.
- (m) *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.

- (n) *Task Order*. A document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Architect, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.
- (o) *User Agency*. The governmental agency or agencies identified in the Background Information that requested the Commission to undertake the construction and/or improvement of the Project.

**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** Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

**Section 3.02** All Exhibits and Schedules attached hereto at the time of execution are a part of and fully incorporated into this Agreement.

**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 4.13.

**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 D. 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 and qualified 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 D. 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 and women business enterprises for not less than 30% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, and the Amended Resolution passed 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** 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. The Architect and its Subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission and the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.

The Architect has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on April 5, 2013, which is available on the Commission's website at [http://www.pbcchicago.com/pdf/RES\\_PBC\\_e cr\\_CodeofEthicsConsolApril%202013\\_20130405.pdf](http://www.pbcchicago.com/pdf/RES_PBC_e cr_CodeofEthicsConsolApril%202013_20130405.pdf) and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

**Section 4.09**     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 4.10**     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 Architect further promises that it 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 4.11**     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 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 4.12** 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 4.13** Limitations on Sub-Consultants and Subcontractors. 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.

**Section 4.14** Task Orders.

a. **Task Order Service Requests.** During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Architect in responding to the Task Order Service Request.

b. **Task Order Proposals.** Architect must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, budget, Deliverables, a list of technical personnel who will perform the Services and any other information or documents listed in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under the Agreement and the Commission is not liable for any such costs.

c. **Review Process.** The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Architect regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Architect negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Architect must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.

d. **Notice of Approval of Task Orders.** All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director (or designee). Absent approval of a Task Order, as described below, the Commission will not be obligated to pay or have any liability to Architect for any Services or Deliverables provided by Consultant pursuant to such Task Order. An approved Task Order shall include, a signed approval on Commission letterhead, Architect's proposal, approved Certificate of Insurance, and an approved MBE/WBE Compliance plan.

f. **No Obligation.** Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Consultant in any solicitation for Task Order Proposals.

**Section 4.15** CW System. The Commission may require the Architect to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Architect must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Architect must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Architect as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.

## **Article V. TERM**

**Section 5.01** Duration. The term of this agreement shall continue through the Commission's final acceptance of project deliverables.

**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 B. 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 B. 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 herein, 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**

**Section 6.01** The Commission will compensate the Architect for the Services in the amount and manner set forth on

Schedule B.

**Section 6.02** Maximum Compensation. Architect's compensation under this Agreement shall established by each duly authorized Task Order.

**Section 6.03** Delays. The Architect agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

## **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 site information 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 B.

**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.

#### **Article VIII. INDEMNIFICATION**

- a. Professional Indemnity. For claims alleging professional negligence, the Architect must 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 reasonable 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, 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 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 reasonable 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 Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. 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.

## **Section 8.01**

### **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 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 C 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 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, the Chicago Public Schools or the Chicago Park District. Architect acknowledges that in event of a default under any such Agreement the Commission may also declare a default under this Agreement.

**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 can not resolve the Claim, the Architect may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 11.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

**Section 11.04** Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after 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 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.

## **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.

**Section 15.11** Firearms. The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

**Article XVI. EXISTING CONTRACT DOCUMENTS**

The Contract Documents in existence at the time of execution of this Agreement are as follows:

As defined in herein, the following Schedules and Exhibits are a part of and fully incorporated into this Agreement:

- Schedule A      Scope of Services
- Schedule A1    Additional Scope of Services
- Schedule B      Compensation of the Architect
- Schedule C      Insurance Requirements
- Schedule D      Key Personnel Resumes
- Exhibit A        Legal Actions
- Exhibit B        Disclosure Affidavit
- Exhibit C        Disclosure of Retained Parties
- Exhibit D        Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SCHEDULE A  
PROGRAMMING ARCHITECT SCOPE OF SERVICES**

**GENERAL REQUIREMENTS**

The PBC may require services of the Architect during the predevelopment, development, closeout and post occupancy phases of projects of various types. The specific requirements of a given Project will be identified on Task Order Service Request.

Architectural Services may include but are not limited to a range of pre-development and selected design-phase services for educational, municipal, and infrastructure projects ("Projects") for a variety of project types including new construction, additions, renovations, technology, infrastructure, site development projects, and others. Services may extend through all phases to post construction to ensure compilation of lessons learned to benefit future projects.

Architect may be tasked with performing or assisting in unique efforts which may include energy efficiency initiatives, capital plans, master planning studies, facility condition assessments, planning studies, and pilot municipal research and demonstration projects. Further, the Architect may be tasked with providing specific technical studies in support of building-specific or broader planning initiatives.

During the Task Order phase, the PBC will collaborate with the Architect to establish the Architect's team of sub-consultant design professionals and reimbursable consultants best-suited to deliver the Project and meet specific Project considerations.

The Architect may be required to perform and assist with tasks identified below, to assist the PBC in developing, from concept through implementation, a strategic assessment of existing conditions and project feasibility as well as the scope and design parameters for new projects. For any project the PBC is initiating, the Architect may be asked to be engaged in full Pre-Planning and/or Planning Phase activities or may be asked to complete partial tasks, as the project requires:

**I. Planning and Predevelopment**

**A. Property and Building Assessment Services**

Assess existing properties, on an individual or portfolio-wide basis, and document their condition in a format and using tools which meet PBC and client approval. Make recommendation for action based on assessment.

**1. Perform Facility Assessments**

- a. Review work performed to date provided by PBC and/or the user agency including, but not limited to: existing facility documentation, FACTS data, historical utility use data, survey, and available utility information.
- b. Review architectural and MEP/FP, including BAS (controls) condition assessments prepared by others. Author Requests for Clarification (RFC's) to obtain sufficient supplemental information to complete concept design, including but not limited to: previous capital improvement documentation and information, and historic utility use data.
- c. Alternatively, perform independent architectural and MEP/FP / BAS assessments with thorough information to develop scope of work for capital improvement. Utilize technical consultants where in-house expertise is not demonstrated and documented in Architect qualifications, or when directed by PBC.
- d. Visit the site to affirm the condition and general accuracy of the information provided by the User Agency, photo document and measure key areas, where required. Review the condition and location of proposed work, new construction, and/or connection point(s) for additions and renovations.
- e. For additions and renovations, perform additional MEP/FA assessment, including evaluating existing BAS system, as necessary to complete conceptual design and establish MEP/FP / BAS strategy.

- f. If required, perform additional architectural assessments as necessary to ensure accomplishment of project scope, including but not limited to: exterior envelope, deficiencies in accessibility, historical preservation, environmental impact, and architectural finishes, camera, MDF condition, and intercom / fire systems.
2. Review / evaluate technical reports / supporting information which may be provided by others, ie: PBC or Client Agency, which is to be used to guide scope of work and design decisions, including the following. If pertinent technical reports are required but not available, notify PBC (also, see E., Project Support)
  - a. Geotechnical Report.
  - b. Environmental Report.
  - c. Traffic Study Report.
  - d. Existing underground utilities or services provided within the site and public right of way.

#### **B. Prioritized Capital Program Development**

1. Develop scope, schedule and budget for individual or multiple projects and/or multiple-building program, to accomplish PBC and Client facility maintenance and capital improvement goals in prioritized or phased manner.
2. Review or develop, as directed by PBC, and consider in the program development, MEP/FP, controls, and Architectural / structural system assessments, both by others and by the Architect.
3. Recommend priority of work and improvements for strategic undertaking of critical work. Break work into phases based on condition of existing facilities or systems, tiers of urgency, and budget, schedule and logistical constraints.
4. Provide funding research assistance including grant writing and associated technical documentation, as well as other funding pursuit tasks as needed.

#### **C. Project Scope, Schedule and Budget Development**

1. Planning (Program/ Test Fit/ Conceptual Design): The PBC will, at project outset, and depending upon project type, request the Architect to initiate and undertake a number of tasks intended to develop and vet basic project requirements with respect to program, basic building layout, and site utilization and suitability. The goal is to produce a final scope, schedule, and budget that addresses PBC and Client Agency needs and goals, and can be carried further into design. To this end, the PBC may request the Architect to complete any or all of the services below.
2. As part of this effort, the Architect will be required to analyze and integrate information which PBC has gathered, including Environmental, Geotechnical, Survey, Traffic Study, Cost and Construction Management assessments as well as PBC and client goals with respect to sustainability. Where such information does not exist, the Architect may be tasked with developing parameters and providing support to obtain the necessary information.
3. Tasks may include but are not limited to:
  - a. Confirm client agency-furnished program, or support client agency and PBC in developing and/or articulating program.
  - b. Assess one or more sites for suitability based on program and client agency goals and site characteristics, including environmental information.
  - c. Develop test fit(s) which graphically represent the project program. Evaluate and recommend options and/or best conceptual approach of program for new building or addition, as required.
  - d. Adapt client agency design standards or components of standards for inclusion in the development of a new building; recommend improvements or enhancements to standards to further client agency and PBC broader

goals ie: in terms of sustainability, resource savings, and to bring standards up to date with respect to building code or current materials and technology offerings.

- e. Allocate reasonable mechanical, electrical and plumbing spaces in concept plan for further development by AOR.
- f. Attend walk-through with PBC specialty consultants on project site, as needed.
- g. Attend weekly meetings, prepare weekly meeting minutes and action items, and correspond as required with PBC staff and user agency to develop and present options, refine scope requirements, and document decisions.
- h. Issue Request for Clarifications (RFC's) utilizing PBC's document management and business process software, CW.
- i. Review code, zoning and sustainability implications of the conceptual design, in coordination with PBC Resources.
  - i. Perform a conceptual zoning and building code analysis and provide initial zoning information for review and to prepare a zoning analysis. Outline areas where zoning relief may be required to achieve program objectives. Attend zoning intake meeting and prepare exhibits for this meeting.
  - ii. Schedule and participate in a preliminary meeting with the Mayor's Office for People with Disabilities (MOPD) for ADA code compliance.
  - iii. Coordinate preliminary review of concept plans with PBC's code compliance resource. Implement necessary changes as required.
  - iv. Develop project-specific, checklists / matrices for code and zoning to be used and expanded upon by AOR after transfer.
  - v. Develop preliminary strategies to comply with Stormwater Ordinance and City of Chicago Sustainable Development Plan Matrix (vegetated roof or alternative), where applicable.
- j. Coordinate the test fit scope with the PBC Cost Estimator. Participate in phone calls and/or meetings to aid in preliminary pricing.
- k. Coordinate with PBC sustainability resource to identify sustainability goals, opportunities and implications, and consider test fits in context of these goals. Integrate opportunities into conceptual design, including green remediation opportunities. Implement necessary changes as required to optimize sustainability opportunities.
  - i. Architect may be required to participate in and document an Integrated Design Charrette, to establish design priorities (i.e. aesthetics, innovative technologies, sustainable design, budget).
- l. Define extents of earthwork scope and demolition/renovation scope and coordinate with PBC environmental resource and consultants to facilitate appropriate amount of environmental assessment and environmental scope.
- m. Define extent of utility and public right-of-way scope, coordinate with PBC resource and implement scope and concept design changes as necessary.
  
- n. Include strategy for site development and remediation which addresses:

- i. Environmental Analysis & Design (in consideration of PBC budget and sustainability goals, and ASTM Standard Guide for Greener Cleanups).
- ii. Geotechnical Analysis & Design
- iii. Regulatory Compliance & Oversight
- iv. Site Remediation and Preparation Contracting & Oversight

**D. Project Feasibility Analysis**

Evaluate all information gathered during Planning Phase to assist PBC in assessing the feasibility of the project with respect to scope, schedule and budget, and other criteria for each project.

**E. Project Support**

Provide support to the PBC Resources in areas identified below. The Architect is to coordinate with the PBC Resources throughout planning and design, and in closeout / lessons learned, and may be tasked with supporting or expanding these efforts with additional resources. Further, the Architect may be asked to provide information or tools ie: exhibits or calculations to support specific efforts, or may be asked to drive specific efforts, ie: grant pursuit for specific projects.

- a. Traffic Studies
- b. Code Compliance & Permitting, including Stormwater
- c. Utility Relocation & Coordination
- d. Sustainable Design & Commissioning Management
- e. Environmental Remediation & Compliance Coordination
- f. Facility Licensing
- g. Survey
- h. Geotechnical
- i. Grants - Pursuit of Alternative Funding Streams.

**F. Conceptual Design Development**

1. Continue development of project scope, schedule and budget, and preliminary design, in alignment with “**C. Project Scope, Schedule and Budget Development**” above.
2. Develop a Concept Design and Site Utilization Plan for PBC and client agency review, and for further development and refinement by AOR.
3. Attend weekly meetings and correspond as required with PBC and client agency to develop the conceptual design.
4. Issue correspondence, meeting minutes, as required to properly document meetings and decisions.
5. Develop a conceptual design transfer package to AOR.

**G. Conceptual Site Utilization / Operations may include:**

1. Attend weekly meetings and correspond as required with PBC and user agency to develop a conceptual site utilization / operations strategy.
2. Develop a concept Site Utilization plan for PBC and user agency review and for further development and refinement by AOR.

**H. Schematic and Design Development Services may include:**

In cases where Architect services are required to go beyond conceptual design, provide complete or portions of professional schematic design, design development, and construction document services consistent with the PBC AOR Scope of Basic Services.

**I. Performance Criteria and Bridging Documents:**

Develop Documents, at the direction of PBC, which will be used to communicate project goals and information, developed and compiled during Planning and Predevelopment, to Design / Build or Architect of Record teams for further project development.

1. Prepare Scope and Performance Criteria intended to define Existing Conditions, Project Goals, Scope and Performance requirements of the project as well as providing guidance for architectural design. The Scope and Performance Criteria document will consist of Narratives, Programs, Drawings, Specifications, and Reports, etc. The Scope and Performance Criteria documents will be used by the PBC to:
  - a. Engage Design / Build firms to prepare Proposal Technical Documents for specific Design / Build projects.
  - b. Communicate project goals, information, and development to date to Architect of Record (AOR) teams.
2. Develop, improve upon, or incorporate existing Design Guidelines, Building Program Standards, and Specifications. Consult with the PBC, the Client agency and others, as appropriate, for the development, preparation and approval of Scope and Performance Criteria and consulting Commissioning Authority (CxA), and as directed by the Authorized PBC Representative on the development of a project-specific Owner's Project Requirement (OPR) document.
3. Develop or support the development of, as directed by PBC, an Owner's Project Requirements (OPR) document for the project, which articulates the Owner expectations and standards for performance of the finished building.
  - a. Consult with the PBC, the Client agency and others as appropriate, including the Commissioning Authority where possible, to develop the OPR.
  - b. Issue for review by the PBC and Client Agency(s).
  - c. The OPR may be an iteration of the Design Standards for the client agency and building type or it may be a separate document, based on project requirements and PBC direction.
4. Analyze the requirements of the Project against the site conditions, including but not limited to geotechnical and environmental conditions.
5. Consult and coordinate with PBC internal Resources for Code, Sustainability and Environmental, and with PBC Specialty Consultants including but not limited to:
  - a. Geotechnical Consultant
  - b. Environmental Consultant
  - c. Traffic Consultant
  - d. Surveyor
  - e. Commissioning Agent
6. Prepare documentation as requested by the Authorized PBC Representative which depicts building program, square footage, site development area, site development features and any amendments to the public right of way or any other jurisdictions for the purposes of assisting the PBC in defining the Project regulatory requirements.
7. Prepare and present Site Development Test Fits and 3 dimensional Conceptual Design options for review by the PBC and User Agency(s). Incorporate review comments and preparation of conceptual drawings, design studies, and preliminary estimate of probable cost (including materials) based upon the Scope and Performance Criteria.

8. Incorporate and coordinate PBC provided documentation into the Scope and Performance Criteria Deliverable including but not limited to:
  - a. Zoning Analysis
  - b. Civil Surveys
  - c. Geotechnical Surveys
  - d. Environmental Reports and Surveys
  - a. OUC Search Results
  - b. Project Construction General Requirements and Specifications
  - c. Sustainability goals
  - d. Stormwater management strategies

**J. LEED® Consulting Services**

A commitment to 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.

As part of the process, services will require consultant to hold a "Charette" at the beginning of the project which includes key members of the design team, the client group and construction team. This workshop serves to identify LEED® credits that relate to the project and identifies credits that have synergies between several different credits and the project program. Much can be done with buildings that are designed to respond to their site and climate. This workshop enables "buy in" from all key players, developing a collaborative relationship as everyone strives to achieve targeted credits and the LEED® certification level desired (LEED® certified, silver, gold or platinum).

1. Green Building Design & LEED® Consulting:

- i. Facilitation of sustainable design charrettes and workshops with a focus on integration of systems
- ii. Green and LEED® consulting and design assistance – including LEED® for New Construction, Core and Shell, Commercial Interiors, Existing Buildings and other related LEED® systems
- iii. LEED® process assistance throughout the design and construction phases of a project
- iv. Assistance with LEED® specifications Management, collection and submission of LEED® documentation

2. Energy Efficiency Design Assistance:

- i. System design recommendations and analysis of energy efficiency opportunities
- ii. Development of life cycle cost analyses
- iii. Energy simulation models
- iv. Lighting design assistance to create high-quality and energy-efficient lighting system
- v. Daylighting design assistance

**K. FF&E Design & Procurement**

The **"Fixtures, Furnishings & Equipment"**: The fixtures, furnishings and equipment (the "FF&E") for the Project will include, but not be limited to carpeting, lamps, chairs, tables, beds, desks, credenzas, file cabinets, and other non-fixed decorative elements, parking equipment, office equipment, kitchen and laundry equipment, security equipment and exercise equipment for any fitness facilities. FF&E is exclusive of special accessories.

1. Interior Furnishings Documents

- a. Prepare Interior Furnishings Documents to further define and fix the furniture, furnishings and equipment work. Included shall be layout drawings, specifications, and a proposed color, materials and finishes schedule, brochure cuts or sketches of the furniture, furnishings equipment and accessories to be included. Such information shall be used by PBC as the basis for updating the preliminary estimate of the probable Interior Furnishings Cost, to include reasonable contingencies, and, as may be authorized by PBC under Section III., any renderings and finished scale models.



- b. We shall prepare descriptions of manufactured items, together with General Conditions, Supplementary conditions and other documents required for the procurement and installation of the Interior Furnishings Work for the Project on the basis that all such work shall be furnished and installed by one contractor or vendor (the "Vendor").
  - c. We shall also assist PBC in the preparation of the necessary bidding information and bidding forms. All such documents shall be used for 1) preparation of a final estimate of the probable Interior Furnishings Costs with reasonable contingencies and 2) competitive bidding for the selection of a single Vendor for furnishing and installation of the Interiors Furnishings Work.
  - d. The Interior Furnishings Documents shall be submitted for PBC's timely review and approval.
2. Bidding Phase Services
- a. After PBC's written approval of the Interior Furnishings Documents, we will assist PBC in the selection of vendors to bid the Interiors Furnishings Work; answer inquiries from bidders and issue any necessary Addenda to the bidding documents prepared by us as required by the bidding process. To the extent known by us, we shall also inform PBC of any adjustments to the probable Interior Furnishings Costs as a result of changes in requirements or general market conditions for items shown on the Interior Furnishings Documents prepared by us.
  - b. After receipt of bidder proposals, we will assist PBC in analyzing such proposals and make recommendations to PBC as to award of the Interior Furnishings Contract.
  - c. If the Bidding Phase has not commenced within ninety (90) days after we submit our Interior Furnishings Documents to PBC, any Client Approved Budget or Interior Furnishings Costs shall be subject to adjustment to reflect changes in the general level of prices in the construction industry. Any services that we are required to perform as a result of this cost adjustment shall be performed as Additional Services.
3. Installation Phase Services
- a. After PBC's approval of a single bidder and any further adjustments in the scope and quality of the Project or in the Client Approved Budget and Project Schedule, the Interior Furnishing Documents will be issued to PBC and the Vendor for PBC's submission for any building permit required for installation of the Interiors Furnishings Work.
  - b. After the earlier of (1) PBC's award of the initial Contract with the Vendor or (2) PBC's approval for the Vendor to commence with installation, until ten (10) months from the Effective Date of this Agreement, we will perform the services outlined in Section I.A.3.b. as a part of our Basic Services. Subsequent to the time frame stated in this paragraph I.A.3.b., we shall perform such services as an Additional Service.
    - 1) Assist PBC and the Vendor in obtaining building permits and other such approvals from agencies having jurisdiction over the Project.
    - 2) Review and/or take other appropriate action regarding submittals required by the Interior Furnishings Documents which are submitted by the Vendor with highlighted changes to substantiate general conformance with the design concept set forth in the Interior Furnishings Documents prepared by us.
    - 3) It is understood that the General Requirements will provide that during the course of performing the work, the Vendor may submit written requests for information (an "RFI"). When such requests are submitted in accordance with the General Requirements we will provide a reasonable amount of consultation for the purpose of clarification and interpretation of the intent of our documents and, if determined necessary by

us, issue supplemental instructions and/or documents to amplify or clarify portions of the Interior Furnishings Documents. If our response to a number of Vendor RFI's indicates that the request can be answered from information available to the Vendor from a careful study of all the requirements of the Interior Furnishings Documents, field conditions, Client provided information, shop drawings or other Vendor submittals, Contractor prepared coordination drawings and prior Project communication and documentation, our services performed to research and respond to such RFI's shall be considered an Additional Service. It is further understood that the Interior Furnishings Contracts and the Vendor's contracts with subcontractors shall also include provisions describing our role as stated in this Agreement with respect to clarification and interpretation of the intent of our documents and our response to Vendor RFI's.

- 4) Review Vendor requests for PBC's consideration of a substitution of alternate materials, Interior Furnishings or interior architectural building systems from those shown in, or inferable from, information provided in the Interior Furnishings Documents prepared by us. Our services performed in connection with (1) research required to respond to such Vendor requests for substitution and (2) making changes to the our documents to incorporate such substitution shall be considered an Additional Service if the material, Interior Furnishings or interior building system shown or specified in our Interior Furnishings Documents is currently available.
- 5) As PBC's representative, we will provide regularly scheduled periodic observation of installation of the Interior Furnishings Work to review the progress of such work for general conformance with the design concept set forth in the Interiors Furnishings Documents prepared by us and attend regularly scheduled construction meetings called by the Vendor which occur during our regularly scheduled Site visit. Such observation services shall not exceed four (4) person-days for the interiors furnishings installation (based on a 7-1/2 hour day inclusive of travel time during the installation periods.
- 6) Review the Vendor's consolidated monthly applications for payment (the "Application for Payment") and issue to PBC a certificate for payment to the Vendor (the "Certificate for Payment").
- 7) At the time of Substantial Completion of installation of the Interior Furnishings Work as defined in the General Conditions, we will prepare and submit to PBC a list of items which we have observed as requiring remedial work or replacement (the "Punch List"). Services in connection with revisiting of the Project to observe if the Punch List work has been completed will be performed as an Additional Service.
- 8) Provide a reasonable amount of assistance in the review of the Vendor's requests for change orders and make recommendations to PBC as to PBC's approval or disapproval of such requests. The Vendor shall be responsible to prepare any written change order which shall outline the nature of the change, the requested cost for the change and the change to the Contract Amount and Contract Time, if any. The Client shall review the Vendor's requests for any change to their Contract Amount and Contract Time and provide PBC and us with an independent Interior Furnishings Costs estimate for the change. In the event that a Change Order is based in whole or in part on a substitution or value engineering proposal for which we do not perform an evaluation, or to which we object, PBC agree to release us from any and all claims or causes of actions that PBC have or may have against us for any loss, cost or other damage PBC, the Vendor incurs or may incur as a result of such substitution or value engineering proposal.

## **II. Partner Peer Review Services**

- A. Review AOR progress drawings at SD, DD, 60% CD, and 90% CD milestone submissions or such milestones as are designated for each project. Prepare written review comments to facilitate: parity among the user agency projects, compliance with user agency standards, and compliance with PBC milestone design checklist(s). Provide feedback to PBC related to opinion of progress, areas for possible improvement, and lessons-learned.

## **III. Construction Administration and Close-Out:**

- A. Assist the PBC with professional construction administration and close-out services as required to assure compliance with conceptual design packages, and scope and performance criteria, and to contribute to lessons learned process to guides improvements to future projects and process.
- B. Develop, and maintain for each project, a lessons learned process for each building type and client agency.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SCHEDULE A1  
ADDITIONAL SCOPE OF SERVICES**

At the sole discretion of the Commission, the Commission may authorize Architect to perform some, all, or none of the services as described below:

**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 Commission's environmental consultant.
  - a) Site Preparation and Foundation Documents (including specifications).
  - b) Provide a list of required submittals and a schedule for submission with the 100% construction documents.
2. Site Preparation and Foundation Construction Cost Estimate

**C. Bidding and Contract Administration Phase**

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

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

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

#### ***D. Closeout Phase***

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

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

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

### ***A. Building Assessment and Concept Review***

The Commission expects the Architect to undertake a thorough review of the Concept Design and Program for purposes that include, but are not necessarily limited to, the identification and correction of any errors, omissions, inconsistencies, ambiguities or other issues, including, but not limited to, compliance with all codes in effect at the time of performance of the Services. The Commission will look solely to the Architect for any and all liabilities that may arise from any error or omission present in the construction documents for the Project. The Architect shall create a narrative-based work product containing sufficient detail to document existing conditions. This product shall include but not be limited to information provided by landscape, structural, mechanical, electrical, plumbing, fire protection engineers, as necessary. The following steps will be necessary in order to provide this deliverable:

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

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

***B. Schematic Design Phase***

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. 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.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. 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.
6. 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.
7. 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).

8. 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.
9. Preparation of documents necessary to illustrate any required amendments to the public right of way.
10. 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.
11. 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

### ***C. Design Development Phase***

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. Architect will collaborate in analysis and will prepare conceptual documentation such as narratives, drawings and specification detail necessary to illustrate alternative design development strategies under consideration by the Commission, and the Using Agency. These alternative strategies will be forward progression analysis of key decisions made in concept design and may include but are not limited to: alternative structural detailing; alternative design applications of base line building systems, sustainable systems and storm water management systems; materials; equipment; and constructability considerations.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. 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.
6. Preparation of documents necessary to illustrate any required amendments to the public right of way.
7. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Department of Water Management, and Office of Emergency Management and Communications.
8. 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
9. A log of material deviations from the Concept Design must be demonstrated in a final Design Development Package by the Architect and approved, in writing, by the Authorized Commission Representative.
  10. Using a complete set of Design Development Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost.
  11. Review the Design Development Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required aligning with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
  12. Prepare a Design Development phase presentation to the Commission. Presentation to be made as directed in writing by the Authorized Commission Representative. Presentation shall include a colored Site Development Plan, Colored Floor Plans, Colored Elevations and a minimum of two Perspective Renderings.
  13. 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.
  14. Post all Design Documents of this subsection into the System, as defined.

**D. Construction Documents Phase**

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

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews will be performed at 60%, and 90% on the dates listed in Project Schedule, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry standard elements required for the architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment and site work. At the completion of every milestone, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.
2. At a minimum, the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:
  - a) Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the existing or designed ceiling height and the bottom of any new or existing structural members or other obstructions. The



horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.

- b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of existing or new slabs. Any limitations on embedded services will be noted on the construction documents.
  - c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
  - d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed and existing spaces and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
  - e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
3. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
  4. The Architect will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.
  5. The Architect will be responsible for the overall coordination review. As each coordination document is completed, the Architect will review and resolve significant conflicts. The Architect must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect with the Commission's design review team.
  6. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:
    - a) Verification of responsibilities for providing inspections, tests and certificates.
    - b) Scope of services for the testing and inspection services.
    - c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
  7. The Architect shall coordinate their scope with the Commission's Environmental Soils Management and Environmental Renovation /Demolition Consultant(s) in the development of the Commission's environmental bid documents and specifications. Scope coordination shall include but not be limited to the architectural, demolition, plumbing, mechanical, electrical sub-consultants. The environmental documents prepared under the supervision of the Commission's environmental consultants for the proper management of environmental soils, Asbestos Containing Material (ACM) Lead Based Paint (LBP) abatement/mitigation, and management/disposal of Hazardous Materials and Universal Waste shall be included as part of the construction document milestone submittals and bidding documents.
  8. Prior to submission of 90% Construction Documents to the Commission, Architect shall prepare coordination

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

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

9. At the completion of 90% Construction Documents, the Architect shall submit the project for permit.

a) Permit Submittal Phase: The Architect shall enter the project into the City of Chicago E-Plan permit system, obtain an application number, administer and obtain all required documentation, and upload all required permit documents into the E-Plan Project Docs system for preliminary review. The Architect shall complete all permit submittal phase tasks on a timeline to facilitate Preliminary Approval from Department of Buildings Project Manager in accordance with the approved Commission schedule. For green permit submissions, the permit package shall include:

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

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

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

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

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

11. Prepare 60%, and 90% Construction Documents including modifications and revisions as approved by written

direction of the Authorized Commission Representative. Construction Document Deliverables for each milestone 60% and 90% include:

- a) Certification of Compliance with Commission's Design Checklist
  - b) Design Guidelines and Standards Deviation Log
  - c) Request for Clarification (RFC) Log
  - d) Request for Design Change (RFDC) Log
  - e) Issue updated Submittal and Closeout Matrix
  - f) Site Preparation Construction Documents (including specifications)
  - g) Building Construction Documents (including specifications)
  
  - h) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit, as shown in the Commission's Design Management Manual.
  - i) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project.
  - j) Energy Simulation Modeling Using Department of Energy DOE 2 Software. Using the DOE2 Energy Modeling Software, model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Commission. An updated model must be provided with each project milestone.
  - k) Updated Storm water Analysis and Management Proposal
  - l) Compilation of issued meeting minutes
  - m) Issuance of updated zoning analysis package and required rezoning documentation as required
  - n) Issuance of updated code analysis package
  - o) Issuance of updated MEP coordination documentation
  - p) Issuance of and coordination with Site Environmental and Environmental Demolition and Renovation drawings prepared by the Commissions Consultant
  - q) Issuance of milestone packages for review
12. Using a complete set of 60% and 90% Construction Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost. 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.
13. Issue hard copies of the 60% and 90% Construction Document Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Construction Document Milestone Reviews. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.
14. Review the 60% and 90% Construction Documents along with value engineering items, with the Authorized Commission Representative. Incorporate modifications and revisions into the Issue for Bid Documents as required aligning with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
15. 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.
16. If requested, attend the Commission's internal Bid Package Review Conference where the Commission will verify that the construction documents, including the coordination documents, prepared by the Architect are ready to issue for bids.

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

**E. Bidding Phase**

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

1. Assemble and review all Bid Documents required, including, but not limited to all drawings, and technical specifications, Commissioning Agent Design Intent and Commissioning Plan.
2. Attend a Pre-Bid Meeting and present the project at the Technical Review Meeting. The purpose of the meeting is to present the project in detail and respond to questions from prospective bidders.
3. Respond and documents Request for Information (RFI) submitted by the contractor and provide responses within a reasonable time.
4. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.
5. Review bids and prepare an evaluation and recommendation for award relative to the Project and Construction Budget. Assist in finalizing the agreement(s) with the contractor(s) to construct the Project. Attend if requested by the Commission a pre award meeting.
6. Coordinate, assemble and submit the design phase package to the LEED Authority.

**F. Construction Administration**

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

1. Attend and participate in regularly scheduled:
  - a) Weekly Project meetings
  - b) Environmental Project meetings
  - c) Utility Coordination Project meetings
  - d) Monthly pay applications meetings for approval of contractor pay requests.
2. Provide field observation of the construction each week of construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
3. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

4. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines and the Contractor's accuracy and completeness of submittals. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
5. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
6. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
7. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
8. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
9. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.
10. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.
11. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
12. During Construction administer the Project's LEED compliance and submittal program as follow (this subsection may be applicable to the Project at sole discretion of the Commission):

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

- vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
- g) Serve as project LEED Administrator throughout construction and closeout as required until LEED Certification is received.

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

**D. Close Out Phase**

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

1. Conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
2. The AOR is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punch list items identified in the Contractor prepared initial punch list. The AOR will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.
3. Oversee the Contractor's efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
4. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. The Architect shall, accordingly, oversee the Contractor's efforts to expedite the preparation and delivery of the Contractor's own record, "as-built" drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
5. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
6. Post Construction Review. The Commission will review Architect's performance in providing services during construction after the project punch list is complete. The Architect will be required to attend a meeting to discuss the performance review.
7. Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.
8. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
9. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.

**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 Schedule A. In the event that the Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the Commission-Provided Information, the Commission will consider a request for additional compensation in accordance with Article VII, Section 7.01.
- B. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
  - 1. Specifications will follow performance criteria outline format.
  - 2. Specifications will identify acceptable manufacturers.
  - 3. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
  - 4. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
- C. At all phases of this Project are required to be designed in accordance with USGBC standards to achieve a minimum Leadership in Energy and Environmental Design (LEED) certification rating, or such other level as the Commission may designate; the requirements for the LEED rating designated by the Commission are set forth in the US Green Building Council LEED Reference Guide. LEED requirements are to be fully integrated into the bid documents, including drawings and specifications, and are included in the scope of the Architect's responsibilities with respect to contract administration.
- D. At all phases of the project the Architect shall review the Commission's Environmental and Geotechnical Consultant's findings, and fully coordinate the Construction Documents. The Architect shall include the Commission's Environmental and Geotechnical Consultant's documentation in the Construction Documents at each milestone and Issue for Bid Documents.
- E. At all phases of the project facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, impact on LEED certification, constructability, and material/product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.
- F. Develop a furniture, fixture and equipment plan to locate electronic devices, including power, data, communications, security and life safety equipment.
- G. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels or geothermal panels, public art).
- H. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, permits, licenses, fees, or other approvals, as applicable that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project.
- I. Oversee the Contractor's procurement and assembly of all required permits, licenses, and certificates from the contractor and arrange delivery of same to the Commission.



- J. The Architect will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.
- K. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Deputy Director of Utility Coordination. The Architect will assist the Deputy Director of Utility Coordination as necessary.
  2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
  3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
  4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
  9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
  10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
  11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
  12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- L. The Architect shall participate and document all "lessons learned" throughout the design and construction phases of the Project. The intent of this exercise is to conduct a comprehensive design review, thereby documenting ways in which the prototype design may be improved during this and future implementations of the prototype design.
- M. If the Architect takes any photographs of the Project for any purpose, Architect shall provide a complete set of such photographs, in negative or digital format, to the Commission.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SCHEDULE B  
COMPENSATION OF THE ARCHITECT**

**I. ARCHITECT'S COMPENSATION**

The Commission shall, subject to the prior written authorization of the Executive Director, pay the Architect for the satisfactory performance of the Services in accordance with the terms of Task Order Service Proposals requested by the Commission. Proposals shall be on the basis of either: 1) Fee plus limited Reimbursables ("Proposal Basis"); or 2) Hourly Rates (Not-to-Exceed) plus limited Reimbursables ("Hourly Rate Basis").

**II. BILLING RATES**

The following billing rates shall be in effect for the duration of this agreement. For tasks performed on an Hourly Rate basis, Commission will pay Architect for Services performed in accordance with the following agreed upon billing rates:

Principal	\$ 200 per hour
Director	\$200 per hour
Associate Director	\$175 per hour
Associate	\$155 per hour
Architectural Professional III	\$135 per hour
Architectural Professional II	\$115 per hour
Architectural Professional I	\$95 per hour
Intern	\$75 per hour

Additional titles and billing rates may be added by prior written approval of the Executive Director. Subject to the prior written agreement of the Executive Director, this billing rate schedule may be updated by the Architect annually at the beginning of each calendar year.

**IV. 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.

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.

#### V. METHOD OF PAYMENT

1. Invoices. Once each month, the Architect will submit an invoice to the Commission for Services performed during the preceding month.

Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Architect must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain the reasons for such variances.

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.

#### VI. INVOICING

The Architect will submit one original of its monthly invoice to the Authorized Commission Representative for approval.

**REMAINDER OF PAGE LEFT INTENTIONALLY LEFT BLANK**

**SCHEDULE C  
INSURANCE REQUIREMENTS**

The Design Architect (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.

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

**C.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.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 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, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency and/or Owner designated by the Commission, their respective Board members, employees, elected officials, or representatives 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.

**C.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 \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency and/or Owner designated by the Commission 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.

**C.1.4. Professional Liability**

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 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 Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

**C.1.5. Property**

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

**C.1.6. Valuable Papers**

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

**ADDITIONAL REQUIREMENTS**

The Architect must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Architect must submit evidence of insurance to the PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the PBC 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.

The Architect hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and the User Agency and/or Owner, 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, the Board of Education of the City of Chicago, City of Chicago or the User Agency and/or Owner 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.

Consultant must submit the following:

Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:

All required entities as Additional Insured

Evidence of waivers of subrogation

Evidence of primary and non-contributory status

All endorsements or policy language providing Additional Insured, primary and non-contributory status or waivers of subrogation must be submitted with the Certificate of Insurance.

The PBC's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements and such modification or changes shall be set forth in the Task Order Service Request as set forth in Section 4.14, et. seq. of the Agreement.

**SCHEDULE D - KEY PERSONNEL**  
**(ATTACHED HERETO AND INCORPORATED HEREIN)**



**Thomas Kerwin** FAIA, LEED AP  
Principal



As Founding Principal of bKL Architecture, Thomas Kerwin leads a team of talented architects based in Chicago and Shanghai with a passion for creating projects which contribute only positively to the urban environments in which they build. Throughout his career, he has developed an expertise in master planning and the design of highly complex, large-scale urban projects around the globe, which has led to numerous awards and worldwide recognition in the industry. Along with nearly three decades of international experience, Tom is committed to civic endeavors and projects in the Midwest and at home in Chicago. His concern for the well being of urban and regional communities can be seen in his determination to positively shape their future.

**Years of Experience**  
30

**Education**

Master of Business Administration, Northwestern University, Kellogg School of Management

Bachelor of Architecture, Ball State University

Bachelor of Science in Environmental Design, Ball State University

**Professional Registrations**

Licensed Architect in Illinois, New York, New Jersey, Massachusetts, Ohio, Michigan, Wisconsin, Florida, Texas

National Council of Architectural Registration Boards (NCARB)

LEED Accredited Professional

**Professional Affiliations**

American Institute of Architects Fellow, 2007

Past President, Chicago, 2005

Chicago 2016 Committee

Chicago Architecture Foundation

The Commercial Club of Chicago

The Economic Club of Chicago

Illinois Institute of Technology

College of Architecture,

Board of Overseers

Chicago Sister Cities International

The Chicago Council on Global Affairs

Urban Land Institute

The Executives' Club of Chicago

Landmarks Illinois

Lambda Alpha Eta

Chicago Architecture, LLC

**Selected Projects**

**GEMS World Academy—Chicago Lower and Upper Schools Chicago, IL**

Design a new school campus serving 2,100 students in grades PK-12 in Chicago. The combined facilities incorporate 378,000 s.f. in two high-rise buildings, featuring a 500 seat Auditorium; Black Box Theater; Digital Media Theater, Recording Studios; Choral and Instrumental Music Suites; Classrooms and Science labs with integrated technology, Art Rooms; Dance Studio; Textile and Robotics Labs; Libraries; Dining Centers; Student lounges; Athletic Facilities and a Structured Parking Garage. The facility will, utilize district energy for cooling and is planned to achieve sustainable goals. IIDA Illinois Red Award for Lower School Interior Design and ENR Midwest Best Projects List Award of Merit for the Lower School.

**GEMS World Academy Feasibility Studies London, England & Brooklyn, NY Feasibility Study - New Campus**

**Hamilton Court Clubhouse Elk Grove Village, IL**

Design for the clubhouse to be constructed quickly and economically, features offices, a fitness center, locker rooms and an outdoor swimming pool.

**Gale Elementary School Chicago Public Schools Chicago, IL**

Project Manager, select exterior renovations for a two building campus. Scope Assessment, documentation and construction administration included roof replacements, masonry parapet repairs, entrance replacements including doors, vestibules, exterior ramps, and fencing.

**CPS Critical Summer Projects Chicago Public Schools Chicago, IL**

Project Manager for a variety of interior and exterior renovations were provided for Leif Ericson, Oscar DePriest and Kellman Corporate Community Elementary Schools. These included classroom, auditorium, library, dining, corridor and toilet room renovations, as well as the remodeling of an exterior entrance access route. Provisions were also made to ensure CPS's mission to enhance technology and provide climate controlled learning environments.

**Evanston Student Housing Evanston, IL**

New 12 story private student housing project located near downtown Evanston and Northwestern University. The building has a mix of studio-3 bedroom units, retail and an amenity level.

**Chicago State University Chicago, IL (@SOM)**

Master plan for existing campus.

**DePaul University & Symphony Center Chicago, IL (@SOM)**

Mixed-use development, architectural, interior design, mechanical, electrical, plumbing, civil and structural engineering services for an 88-story, 1,000,000 s.f. residential tower including 600 parking spaces as well as 350,000 gsf of academic space for DePaul's School of Music and School of Theatre.

**Long Center for the Performing Arts Austin, TX (@SOM)**

Architectural services for the renovation of performing arts facilities, including a 2,400-seat theater, an 800-seat theater and a smaller studio theater, 7,000 sf of office spaces and 2,000 s.f. of donor/patron space.



**Thomas Kerwin** FAIA, LEED AP  
Principal

**Selected Projects (cont.)**

**Lathrop Homes - New Construction Chicago, IL**

Design for a two new buildings acting as the gateway to an existing public housing project that is being converted to a mixed-income development. The new 6-story apartment buildings. The buildings' contemporary masonry facades are meant to compliment the original brick envelopes of the adjacent 1930's structures and incorporate ground level retail and interior parking.

**Lathrop Homes - Revitalization Chicago, IL**

A revitalization of 800-1,200 new and rehabilitated housing units on the site of the Lathrop Homes development on the north side of Chicago. Responsible for coordination of historic preservation issues of the site and existing buildings, site planning, and the design of building renovations as well as new buildings. Key goals of the project include sustainability, affordable housing, community development planning and building, revitalization of historic properties, residential property management, supportive services, job creation, and accessibility in order to create a self-sustaining community.

**Wolf Point West Chicago, IL**

Participated in the development of the master plan for 3 towers on the Wolf Point site along the Chicago river, in association with Pelli Clark Pelli. Designed the first tower, a 48 story, 571,000 s.f. residential building containing 510 apartment units with lower level parking for approximately 175 cars and private amenities. The project required an amendment to an existing planned development and meet LEED Silver.

**200 North Michigan Avenue Chicago, IL**

Design for new 41 story, 530,000 s.f. mixed-use apartment tower for The John Buck Company. The new construction includes ground and second floor retail, podium parking garage, and 402 unit residential tower with rooftop pool deck. The project required a Planned Development and is anticipated to be LEED Silver.

**Coast at Lakeshore East Chicago, IL**

A 47 story mixed-use tower containing 515 apartments. The tower contains 671,000 GSF including 18,000 s.f. of retail space, a 277 structured car parking facility and 19,000 s.f. of indoor and outdoor amenity spaces. Role included continued design oversight of an architect of record.

**Beijing CBD Core Area Master Plan Beijing, China**

Master planning and conceptual design services for a 1,530,000 s.f. development consisting of over 2 million gsm of office, financial, commercial, hotel and mixed-use. The master plan locates service drives and parking access below grade to free the ground level from congestion and create a sustainable and pedestrian-friendly urban environment.

**Greenland Zhengzhou Towers Zhengzhou, China**

Architectural design of a 6,630,000 s.f. mixed-use development consisting of twin towers and their surrounding landscape. The towers incorporate office space, retail, executive apartments, a 244 room boutique hotel, restaurants, observation deck and below-grade parking.

**GM Renaissance Center Detroit, MI (@SOM)**

Master plan and implementation of the remodeling and interior design for corporate occupancy of a 5,500,000 s.f. mixed-use development including headquarters facilities, hotel, retail, museum, parking, river-edge improvements and infrastructure development.

**Chicago 2016 Olympic Bid Master Plan Chicago, IL (@SOM)**

Coordinating architect and master planner for Chicago's 2016 Bid Committee. The proposed master plan emphasizes an urban, compact, lakefront-centered games, with the majority of competition venues located within 15 minutes of the 77-acre Olympic Village.

**Waukegan Downtown Lakefront Waukegan, IL (@SOM)**

Master planning for the downtown and lakefront of this industrial city on the Illinois shore of Lake Michigan including a revitalization strategy for the downtown, overcoming infrastructure barriers between downtown and harbor, maximizing the value of the harbor as a public amenity and development anchor, and redefining the lakefront after 120 years of heavy industrial use.

**Chongming Island Shanghai, China (@SOM)**

Master planning for 500 square-mile island near Shanghai; the plan focuses on eight sustainable themes covering urban development, ecology, agriculture and transportation. The design created sustainable urban plans for three cities within the island incorporating mass-transit, growth boundaries, and mixed-use neighborhoods.

**Nanjing Greenland Financial Center Nanjing, China (@SOM)**

Master planning, architecture and engineering for a multi-use complex consisting of several buildings resting on two sites.

**Pearl River Tower Guangzhou, China (@SOM)**

Architecture, structural engineering, MEP engineering, sustainable design and landscaping for the 71-story CNTC Guangdong Tobacco Corporation headquarters. This 2,200,000 s.f. building proposes to be the first super tall tower to attempt to produce as much, or more, energy than it consumes. Every aspect of the 309-meter tower is designed to harvest wind and solar energy.



**Michael Karlovitz AIA**  
Director



Michael Karlovitz brings a distinct design aesthetic to bKL. His work includes numerous new residential developments, office buildings and retail spaces, which have been completed in Chicago as well as abroad. Karlovitz has led design teams for a variety of projects, specializing in both mixed-use and high-rise buildings. He has managed significant developments in the Chicago area from the initial design phases all the way through construction. Karlovitz has also taught design studios at the Graduate School of Architecture at Illinois Institute of Technology and is skilled at mentoring younger staff in the development of their talents.

**Years of Experience**  
40

**Education**  
Bachelor of Architecture in design with Honors and Distinction in Design, University of Illinois at Chicago

**Academic Experience**  
Illinois Institute of Technology  
Adjunct Professor – College of Architecture, Graduate Level Design Studio Professor

**Professional Registrations**  
Licensed Architect in Illinois

**Professional Affiliations**  
The American Institute of Architects

**Academic Experience**  
Design Professor, Graduate School of Architecture, IIT

**Awards**  
GEMS Lower School  
-2015 IIDA Illinois Red Award for Interior Design  
-2015 Engineering News Record Midwest Best Projects List Award of Merit

**Selected Projects**

**GEMS World Academy—Chicago Lower and Upper Schools Chicago, IL**

Design Director, leading the programming and design management of a new school campus serving 2,100 students in grades PK-12 in Chicago. The combined facilities incorporate 378,000 s.f. in two high-rise buildings, featuring a 500 seat Auditorium; Black Box Theater; Digital Media Theater, Recording Studios; Choral and Instrumental Music Suites; Classrooms and Science labs with integrated technology, Art Rooms; Dance Studio; Textile and Robotics Labs; Libraries; Dining Centers; Student lounges; Athletic Facilities and a Structured Parking Garage. The facility will, utilize district energy for cooling and is planned to achieve sustainable goals. IIDA Illinois Red Award for Lower School Interior Design and ENR Midwest Best Projects List Award of Merit for the Lower School.

**GEMS World Academy London London, England**  
Feasibility Study - New Campus

**GEMS World Academy Brooklyn Brooklyn, NY**  
Feasibility Study - New Campus

**Noble Street Charter School New High School Competition Chicago, IL**  
Design Director for invited competition for a new 70,000 s.f. school serving to efficiently accommodate 1,000 students.

**Adlai Stevenson High School Lincolnshire, IL**  
Design Director for a competition to provide space for student activities, tech support and indoor and outdoor classrooms. bKL's vision improved circulation and security and provided a unifying visual identity.

**Hamilton Court Clubhouse Elk Grove Village, IL**

Design Director for the clubhouse, designed to be constructed quickly and economically, features offices, a fitness center, locker rooms and an outdoor swimming pool.

**Evanston Student Housing Evanston, IL**  
New 12 story private student housing project located near downtown Evanston and Northwestern University. The building has a mix of studio-3 bedroom units, retail and an amenity level.

**200 North Michigan Avenue Chicago, IL**  
Design for new 40 story, 514,000 s.f. mixed-use apartment tower for The John Buck Company. The new construction includes ground and second floor retail, podium parking garage, and 402 unit residential tower with rooftop pool deck. The project required a Planned Development and is anticipated to be LEED Silver.

**Wolf Point West Chicago, IL**  
Design Director, participated in the development of the master plan for 3 towers on the Wolf Point site along the Chicago river. Designed the first tower, a 48-story, 571,000 s.f. residential building containing 509 apartment units with parking for approximately 175 cars and private amenities. The project required an amendment to an existing planned development.

**Coast at Lakeshore East Chicago, IL**  
A 47 story mixed-use tower containing 515 apartments. The tower contains 671,000 GSF including 18,000 s.f. of retail space, a 277 structured car parking facility and 19,000 s.f. of indoor and outdoor amenity spaces.



**Michael Karlovitz AIA**  
Director

**Selected Projects (cont.)**

**Lathrop Homes - New Construction Chicago, IL**

Design Director for two new sister buildings acting as the gateway to an existing public housing project being converted to a mixed-income development. The design uses masonry in a contemporary way to compliment the original brick envelopes of the adjacent 1930's structures in a distinct yet compatible way.

**Lathrop Homes - Revitalization Chicago, IL**

Design Director for the master plan revitalization of 800-1,200 new and rehabilitated housing units. Key goals of the project include sustainability, community development, building, and accessibility.

**403 North Wabash Chicago, IL**  
Design Director for an 18 story luxury condominium tower with approximately 151,000 gsf. The site is prominently located along the Chicago River. 45 large condominium units are designed to optimize views of the river by delicately folding the east facade. The tower is constructed over an existing parking garage building in the 1970s.

**830 North Milwaukee Chicago, IL**  
Design Director for a 5 story residential building with 47 rental units as well as ground floor retail space and parking. A community room and shared amenity terrace take advantage of views to downtown. The exposure of the site at a prime intersection provided the opportunity to develop a striking facade design. Stainless steel panels clad the sawtooth design in a contemporary and contextual application, allowing for a different architectural experience as one passes the building. An early foundation and site work package allows excavation and foundation construction to be completed prior to winter and expedite the construction schedule.

**The Selby Toronto Toronto, Canada**

Design Director, design and planning services for this 50 story tower with gross area of approximately 410,000 s.f. of residential program. The design concept had to consider and embrace an existing historic mansion on the site. Working and consulting with historic preservationist and the local architect of record informed the process of relocating and preserving the mansion on the site. The historic building's exterior and interior engages the residential building at its base, providing entry and amenity for the 557 residential units. The project required ongoing community and city government interface to reach consensus on the building FAR and height.

**Garrison Point Tower Toronto, Canada**  
Design Director leading conceptual design services provided for a 150-m tall tower with gross area of approximately 355,000 s.f. of residential program. In collaboration with local designers the design fits into a larger master plan of over 1.6 million gross sq. ft. The tallest building of the master plan, the 49-story structure incorporates itself into the Toronto skyline, as an iconic beacon for the newly developed area. The project required ongoing community and city government interface to reach consensus on the building FAR and height.

**China Central Newsreel and Documentary Film Animation Cultural City Beijing, China**  
Design Director for the development of a mixed-use facility. The project includes Flats A and B: two office towers between 13 and 21-stories high with retail on the first three levels and Flat C: a six-story retail complex. There will be a three-story garage underneath the entire structure. The project was developed through construction documentation for the exterior wall and coordinated with a local architect of record for the completion of documentation end construction administration.

**CTA Green Line Stations Chicago, IL (@SOM)**  
Led design through construction documents of three new elevated train stations.

**Union Station Development Chicago, Illinois (@Lucien Lagrange Architects)**  
Space planning and design for renovation of an existing headhouse and 17 story addition containing office and residential.

**Broadgate Phase 11 London, England (@SOM)**  
Led design through construction documents for 10 story commercial mixed-use development. This 450,000 s.f. building contains office, retail, park, railway station and infrastructure development at Liverpool Station.

**Kingsbury on the Park, Condominium Chicago, IL (@Lucien Lagrange Architects)**  
Led design through construction for the 25-story residential building containing retail, parking and 126 units. This 240,000 s.f. building features a steel structure with pre-cast concrete spandrels and floor-to-ceiling windows. Pre-fabricated balcony structures are attached to the exterior of the building's structure.

**X/O Condominium Towers Chicago, IL (@Lucien Lagrange Architects)**  
Led design through construction documents for 44 and 34 story towers. This 700,000 s.f. building has a 6 story base containing parking, townhouse, lobbies, and a 28,000 foot green roof that functions as a garden for residents.

**510 West Erie, Condominium Chicago, IL (@Lucien Lagrange Architects)**  
Led design through construction for the 24 story residential building containing 124 units and parking. This 260,000 s.f. building features a steel structure with steel cladding on spandrels and a stepped back facade which offers opportunity for expansive outdoor terraces.





**Lynne Sorkin AIA, LEED AP**  
Director



Lynne's career has been primarily dedicated to leading teams for educational, institutional and recreational projects in a variety of design, management, construction administration and owner representative capacities - giving her a 360 degree perspective of the design and construction process. She is skilled in programming, feasibility studies, master planning, facility assessments, design, and technical coordination. She has the ability to attend to fine details while coordinating the management of multiple projects. Lynne was previously Director of Architectural Services for Chicago Public School's multi-building capital improvement programs. While in that role Lynne was instrumental in the oversight of the planning and design of a broad range of new buildings, additions, and renovations for over 100 schools, including the \$1.4 billion Modern Schools Across Chicago program.

**Years of Experience**  
25

**Education**  
Master of Architecture,  
Washington University

Bachelor of Arts, Architecture,  
Washington University

**Professional Registrations**  
Licensed Architect in Illinois

LEED Accredited Professional

Registered Energy  
Professional, City of Chicago

State of Illinois Capital  
Development Board Project  
Manager Certificate of Training

**Professional Affiliations**  
American Institute of Architects  
Co-Chair, Education  
Knowledge Community  
Past President: Foundation  
Board

Chicago Women in Architecture  
Featured Exhibit: CWA-CAF  
Women Building Change  
Past Chair - Lecture Series

Society of College and  
University Planners

Association for Learning  
Environments (CEFP)

Design Architect Services for  
bKL Architecture, LLC

**Selected Projects**

**GEMS World Academy-Chicago  
Lower School, Chicago, IL**  
Director/Project Manager leading programming  
and planning for a new PK-4th grade school  
serving 650 students.

**GEMS World Academy-Chicago  
Upper Schools, Chicago, IL**  
Director/Project Manager leading programming  
and planning for a new 5th-12th grade school  
serving 1,450 students.

**Gwendolyn Brooks College  
Preparatory Academy  
Public Building Commission/  
Chicago Public Schools  
Chicago, IL (@DeStefano Partners)**  
Design Leader/Project Manager for new  
athletic and performing arts additions as well  
as renovations to the existing high school  
for the completion of programmatic features  
not provided in the original comprehensive  
remodeling/addition phase, for which  
Sorkin served as project architect. Project  
included a competition gym, natatorium, 500  
seat auditorium, library, distance learning  
classroom. She guided owner on programmatic  
issues, enabling the population to increase  
from 900 to 1200 students. The project was  
transferred to an Architect of Record. LEED  
Silver Rating.

**Modern Schools Across Chicago Program  
Chicago Public Schools  
Chicago, IL (@DeStefano Partners)**  
Acting Managing Architect for CPS's direct  
agent, providing oversight of the \$1.4 billion  
Modern Schools Across Chicago Program,  
which included 15 new elementary schools  
(100-109,000 s.f.), 1 new middle school (130,000  
s.f.), 7 new high schools (210,000 s.f.) and 3  
new high school renovations. All new schools  
achieved a LEED Silver Rating or higher.

**Capital Improvement Program  
Chicago Public Schools  
Chicago, IL (@Tishman/DeStefano)**  
Director of Architectural Services, providing  
management and design leadership for over  
75 projects for CPS over 3 fiscal years with  
individual budgets ranging in costs from \$350K  
to \$24MM; provided oversight of programming  
and scope development, assessments of  
existing facilities, schedules, and budgets and  
schematic designs for a variety of interior and  
exterior renovation projects and new additions.

**Stephen Tyng Mather High School  
Renovation and Library Addition  
Chicago Public Schools  
Chicago, IL (@DeStefano Partners)**  
Design Director, providing detailed  
assessment, utilization analysis and  
programming and planning to alleviate  
crowding in the 160,215 s.f. campus, housing  
2,000 students. Reconfiguration of areas to  
increase teaching spaces, provision of elevator  
to access the basement storage and a 10,000  
s.f. new library/classroom addition. Also  
incorporated were a new drop off and surface  
parking with permeable paving. The addition  
received LEED Silver.

**Design Guidelines  
Chicago Public Schools  
Chicago, IL (@DeStefano Partners)**  
Led focus group of Chicago Public School  
employees to evaluate and provide  
comprehensive updates to their existing design  
standards.

**William Jones College Preparatory High  
School, Public Building Commission/  
Chicago Public Schools  
Chicago, IL (@DeStefano Partners)**  
Project Manager, leading programming and  
conceptual design for a new 1,200 student  
mid-rise downtown high school.



**Lynne Sorkin AIA, LEED AP**  
Director

**Selected Projects (cont.)**

**William Jones College Preparatory  
High School - Addition  
Chicago Public Schools  
Chicago, IL (@DeStefano Partners)**  
Director, for a 35,000 s.f. addition and  
renovation. Completed through design  
development phase.

**William Rainey Harper High School  
Chicago Public Schools,  
Chicago, IL (@DeStefano Partners)**  
Project Manager leading conversion of  
existing spaces to into a new food science  
lab; a hospitality suite with café;  
instructional space, mock hotel room;  
wood shop, and drafting studio.

**CPS Critical Summer Projects  
Chicago Public Schools  
Chicago, IL**  
Project Manager, interior and exterior  
renovations for an expedited project for 3  
schools over a 10 week period.  
-Leif Ericson Elementary School  
-Oscar DePriest Elementary School  
-Kellman Elementary Schools.

**Exterior Renovations  
Chicago Public Schools  
Chicago, IL (@DeStefano Partners)**  
Project Manager Comprehensive Services:  
-Gale Elementary School  
-Hamline Branch Elementary School  
-Mark Twain Elementary School  
-Brighton Park Elementary School

**Comprehensive Title II ADA Upgrades  
Chicago Public Schools  
Chicago, IL (@DeStefano Partners)**  
Project Manager, addressing range of  
ADA Scope requirements including, new  
elevator additions, lifts, toilet rooms,  
drinking fountains, auditoria, casework,  
doors and hardware and site features:  
-Richards Career Academy  
-Carl Schurz High School  
-Benjamin Mays Elementary School  
-Edgar Allen Poe Elementary School  
-Johns Elementary School

**Legacy Charter School  
Chicago, IL (@DeStefano Partners)**  
Project Manager, feasibility studies for  
multiple sites for a Pre-K-8 charter school.

**Urban Prep Academy High School  
Chicago, IL (@DeStefano Partners)**  
Project Manager, renovations to  
accommodate a charter high school  
housed in CPS's Cather Elementary  
School. Improvements included creation of  
a new science lab, locker room and a stage  
lift plus other select accessibility upgrades.

**ACT Charter School  
Chicago, IL (@DeStefano Partners)**  
Project Manager, programming and  
conceptual design studies for renovations  
and future expansion to other campuses.  
Spatial programs were developed for both  
elementary schools and upper schools.

**Chicago Cook Work Force  
Chicago, IL**  
Director, Programming and feasibility  
studies for a new job training facility  
that includes classrooms, computer lab,  
resource area and offices.

**Crowe Hall  
Northwestern University  
Evanston, IL (@DeStefano Partners)**  
Project Architect for faculty offices and  
cafe in a new 40,000 s.f., 4-story office  
addition, and was designed for a future  
5th floor addition, which was built in a  
subsequent phase.

**Kellogg School of Management, Allen  
Center, Northwestern University,  
Evanston, IL (@ DeStefano Partners).**  
Project Architect for the creation of a new  
school store, remodeling of administrative  
suites and tiered lecture halls, and  
Kellogg's branding.

**Kellogg School of Management,  
Leverone Hall, Northwestern University,  
Evanston, IL (@ DeStefano Partners).**  
Project Architect for the remodeling and  
Remodeling of 6 tiered lecture halls to  
incorporate ADA upgrades, technology and  
aesthetics.

**Kellogg School of Management,  
Wieboldt Hall, Northwestern University,  
Chicago, IL (@ DeStefano Partners).**  
Project Architect, remodeling for lecture  
halls and an assembly space. Associated  
mechanical equipment replacement and  
modifications to the existing structure.

**Fine Arts Complex  
Northeastern Illinois University  
Chicago, IL (@VOA Associates)**  
Project Architect providing documentation  
and full time on-site construction  
observation for a 110,000 s.f. Fine Arts  
Complex housing studios for visual and  
performing arts, a 170 seat recital hall, and  
gallery.

**Chicago White Sox Clubhouse  
Director, Architect of Record Services  
for the remodeling of the 14,750 s.f.  
players' and coaches' suite for this  
major league baseball organization. The  
design necessitated relocation of the  
maintenance staff area to a new addition in  
the outfield, also designed by the team.**

**Hayes Park Natatorium & Fitness Center  
Chicago Park District  
Chicago, IL (@DeStefano Partners)**  
Project Architect for the 20,000 s.f.  
addition to an existing field house. The  
addition included a 6 lane, 25 yard indoor  
pool with zero depth entry; exercise room;  
locker rooms and offices.

**Dr. Martin Luther King, Jr. Park  
and Family Entertainment Center  
Public Building Commission/  
Chicago Park District  
Chicago, IL (@DeStefano Partners)**  
Project Architect for a new 35,000 s.f.  
building housing a bowling alley and roller  
skating rink with dining facilities. The  
project entailed coordination with specialty  
entertainment consultant and an associate  
architectural firm.

**Center on Halsted  
Chicago, Illinois (@DeStefano Partners)**  
Project Architect, programming and  
conceptual design for a new 175,000 s.f.  
LGBTQ community center that included  
recreational facilities, a theater, meeting  
and administrative spaces and retail.

**Navy Pier Reconstruction  
and IMAX Theater Metropolitan Pier  
and Exposition Authority Chicago, IL  
(@VOA Associates)** Architectural design  
services for meeting rooms, retail space,  
concessions, hospitality areas, IMAX  
theater, parking garage and park.



**Brett Taylor AIA**  
Director



Brett Taylor is skilled Project Manager has led numerous complex, multi-disciplinary teams through the design and construction of institutional, office residential, and hospitality projects, and as well as large scale master planning projects. Brett is responsible for ensuring design details are fully integrated to enable a smooth and cost-efficient construction process. From planning through construction, he manages communications between the client, consultants and contractors. In addition, he is responsible for the administration, scheduling and review of bKL's services throughout each phase of the project. In addition to working on projects locally and nationally, Brett has had significant experience working in the Middle East.

**Years of Experience**  
20

**Education**  
Master of Architecture,  
Norwich University

Bachelor of Architecture,  
Norwich University

**Professional Registrations**  
Licensed Architect in Illinois

NCARB Certification

American Institute of Architects

LEED Accredited Professional

**Professional Affiliations**  
Norwich University,  
Department of Architecture  
& Art, Board of Fellows,  
2002-2005 & 2009-2012

American Institute of  
Architects, AIA Chicago,  
Executive Committee,  
2003-2010

American Institute of  
Architects, National YAF  
Advisory Board, 2002-2005

Art Institute of Chicago,  
Evening Associate Board of  
Directors, 2005 – Present

Bridge Mentorship Program,  
Co-Founder

Design Architect Services for Whitney Young Branch Library  
bKL Architecture, LLC

**Selected Projects**

**City of Chicago Office of Emergency Management & Communications Chicago, IL (@AECOM)**

Project REVIT Lead for the 3,000 s.f. operations center for the City of Chicago. Designed to monitor over 2,000 cameras through the city and provide a single point of communication for city officials.

**Secure Operations Facility Confidential Location (@SOM)**  
Project Manager for the 70,000 sm below grade facility used to operate nationwide emergency responses from critical agencies under one roof. The facility can sustain 100+ people for over 90 days in a secure and controlled environment.

**Sheriff's Administration Building Salt Lake County Building Salt Lake City, UT (@AECOM)**  
Architectural Design Lead for the shell, core and interior fit-out for the 3 story, 8,200 s.f. office building. Designed to house 350 deputies adjacent to the new Salt Lake County Jail in the new justice campus and master plan.

**Sheriff's Special Operations Facility Salt Lake County, Salt Lake City, UT (@AECOM)**  
Architectural Design Lead for the 3,000 s.f. secure operations and storage facility for SWAT team equipment and County Evidence storage. Designed in conjunction with the Salt Lake County justice campus master plan.

**Plainfield Village Hall Plainfield, IL (@AECOM)**  
Architectural Technical Lead for the 6,000 s.f., 3 story office building. Designed at the entrance to Settler's Park the office building provides both public amenities and secure office space for village employees.

**FBI Denver Field Office Denver, CO (@SOM)**  
Project Manager for the 4 story, 220,000 s.f., LEED Certified, office building. Designed with a campus-style design and secure enclosed interior courtyards for employees. Designed as all-glass office building while maintaining the FBI's strict security standards, an innovation not achieved with previous field office designs.

**FBI San Juan Field Office San Juan, PR (@SOM)**  
Project Manager for the 5 story, 145,000 s.f., LEED Certified, office building. Commissioned under Walsh Construction as a design/build project, the Design Excellence project will be integrated into the current San Juan Federal Campus. The design of this project took specific regional and cultural influences and integrated them into the FBI's prescriptive design requirements.

**Plainfield Public Works Facility Plainfield, IL (@AECOM)**  
Architectural Technical Lead for the 3,000 s.f., 2 story office, maintenance, and storage facility for the public works maintenance vehicles. Design to support and maintain the village fleet of heavy equipment as well as store equipment and materials for utility and road repair functions.

**Virginia Beach Convention Center Virginia Beach, VA (@SOM)**  
Project Manager for the master planning and architectural design for a 500,000 s.f. facility which includes a 150,000 s.f. exhibit hall, a 30,000 s.f. ballroom and 25,000 s.f. of meeting space, commissioned as LEED Silver. The facility won Business Week Award for Excellence based on the architecture design and financial performance of the facility.



**Brett Taylor AIA**  
Director

**Selected Projects (cont.)**

**Salt Lake County Equestrian Arena Salt Lake City, UT (@AECOM)**  
Project Lead for the architectural design for the 85,000 s.f. indoor multi-use athletic and equestrian arena. Design with a compacted soil dirt floor, the multi-use facility is designed with flexibility for equestrian and rodeo events as well as concerts and festivals.

**Social Security Administration Urbana, MD (@SOM)**  
Project Manager for the Construction Phase. Commissioned under Hensel Phelps Construction as a design/build project, the 285,000 s.f., 2 story design within a five acre reforested site with solar panel integration, achieved LEED Gold.

**FE.M.A. Response Princeville, NC (@AECOM)**  
Project Lead for the master planning and design services for the first African American incorporated town in the United States following hurricane Floyd, included roadways, parks, community centers, police facilities, town hall, senior citizen living, and housing.

**U.S. Air Force Air Freight Terminal Dover, DE (@AECOM)**  
Project Lead for the master planning and design/build with Walsh Construction, for the 700,000 s.f. transportation center for the USAF logistic command, the design and construction of the new facility had to be completed while maintaining the operational capacity of the existing facility within the same site.

**Transportation Security Administration (TSA) Airport Security PHL & CVG Airports (@AECOM)**  
Project Lead for the design and construction of new security system upgrades to screen 100% of all domestic checked baggage as mandated by Congress following the September 11th terrorist attacks. The entire project was completed in under 10 months.

**United States Postal Store Sandy, UT (@AECOM)**  
Project Lead for the 2,000 s.f. post office and handling facility. Designed as a fast track project, completed in 12 months, the store and handling facility were required to integrate customer experience with USPS security standards.

**Bronx County Hall of Justice New York, NY (@AECOM)**  
Security Systems Manager for the courthouse designed in conjunction with Raphael Vinoly & AECOM. The 10 story 750,000 s.f. LEED Silver building includes 47 courtrooms and associated office spaces.

**EM Dirksen U.S. Courthouse Chicago, IL (@SOM)**  
Project Manager for the architecture, interior design and engineering services for the renovation of courtrooms, offices and building infrastructure in the landmark, Ludwig Mies van der Rohe, mid-century modern federal building. Designed and constructed to allow the courthouse to maintain normal working operations, through the use of 'swing floors' which were converted to working courtrooms upon completion.

**United Nations Headquarters Geneva Geneva, Switzerland (@SOM)**  
Project Manager for the interior renovation of the existing campus buildings of 100,000 s.m. and the interior design of the new building expansion of 24,000 s.m. The Strategic Heritage Plan includes the upgrade and preservation of the existing buildings dated from 1929-1973 and construction of new workplace for 1,400 employees.

**Naseel Park Hyatt Riyadh Hotel Riyadh, KSA (@SOM)**  
Project Manager for the 30 story, 80,000 sm 5-star hotel on King Fahad Rd. The hotel includes 275 keys, men's and women's spa, three specialty restaurants and ballroom functions for 500+ guests. The unique atrium design allows natural light to penetrate into the lowest levels of public amenity spaces.

**Burj Al Oula Jumeriah Hotel Al Khobar, KSA (@SOM)**  
Project Manager for the 200,000 sm mixed-use development including office tower, hotel, retail and waterfront development. Designed along a linear site, the project is set amid a winding retail mall connecting the project from road to water.

**Mashreq Bank Headquarters Dubai, UAE (@SOM)**  
Project Manager for the 32 story, 40,000 sm bank headquarters building in Dubai. Designed with a unique cantilever 'L' shape on the southern side providing passive shading and open views to the North.

**KACARE (King Abdullah City for Atomic & Renewable Energy) Riyadh, KSA (@SOM)**  
Master planning and architectural design for the new urban center for the ministry of energy. The city is designed to be the proving grounds and research base for new energy technologies.

**Burj Khalifa Public Realm Master Plan Dubai, UAE (@SOM)**  
Project Manager, master plan redevelopment of the public realm connecting the Dubai Mall, Burj Khalifa Opera District, Metro Station, Residences, and Old Town Island. The master plan created opportunities to improve connectivity around the lagoon and increase the access and amenities from the boulevard.

**MBRF - Residential Master Plan Dubai, UAE (@SOM)**  
Initial studies for the residential master plan on the Dubai Creek opposite the Dubai Design District. Options for the constrained site included access from Al Khalil Rd, proximity and waterfront access to the waterfront, and development density options to create dynamic value.

**Industrial Valley Master Plan KAEC, KSA (@SOM)**  
Master plan for 2,400 Ha adjacent to the new shipping port connecting Saudi Arabia to the Red Sea. The Industrial Valley is designed as a combined manufacturing, innovation, and housing hub for the city. The design guidelines are based on citywide sustainability principles.



**Gaby Miramon AIA**  
Associate Director



Gaby Miramon is an experienced leader, overseeing including large complex educational, institutional facilities, multi-family housing and civic projects. Her responsibilities have included all phases of project development from programming, facility assessments, conceptual design, design development and construction documentation to contract administration. Over the course of her career, Gaby has dedicated much time to issues of accessibility, to make buildings welcoming to all. She has served as the project manager for several large-scale public and private initiatives in new construction and renovation.

**Years of Experience**  
24

**Education**

Master of Architecture,  
Facultad de Arquitectura,  
Diseño y Urbanismo

Universidad de Buenos Aires,  
Argentina

**Professional Registrations**  
Licensed Architect in  
Wisconsin

**Professional Affiliations**  
American Institute of  
Architects

CPAU (Consejo Profesional  
de Arquitectura y Urbanismo)  
Argentina

Arquitectos, The Society  
of Hispanic Professional  
Architects

Mercy Housing

**Selected Projects**

**Wolf Point West Tower & North Garage**  
Chicago, IL

Project Manager, participating in the development of the master plan for 3 towers on the Wolf Point site along the Chicago river. Oversaw the simultaneous design and construction of the 675,000, 48 story residential West Tower and the 6 level, 500 space North Garage. The tower includes 509 apartment units and a lower level parking garage with 175 spaces linked to the North Garage. The project required an amendment to an existing planned development and is planned to meet LEED Silver.

**200 North Michigan Avenue**  
Chicago, IL

Project Manager through design development for new 40 story, 514,000 s.f. mixed-use apartment tower for The John Buck Company. The new construction includes ground and second floor retail, podium parking garage, and 402 unit residential tower with rooftop pool deck. The project required a Planned Development and is anticipated to be LEED Silver.

**Eric Solorio Academy High School**  
Public Building Commission/  
Chicago Public Schools

Chicago, IL (@DeStefano Partners)  
Project Architect, for the first two 1,200 student urban prototype high schools developed simultaneously for Chicago Public Schools. The 210,000 s.f. facility is segmented into sports, arts and academics cores and features combined auditorium/competition gym, natatorium, kitchen/dining center, arts, science and technology labs along with site amenities including a football field and tennis courts and was coordinated with the adjacent middle school access drive.

**South Shore High School**  
Public Building Commission/  
Chicago Public Schools

Chicago, IL (@DeStefano Partners)  
Project Architect, for the first two 1,200 student urban prototype high schools developed simultaneously for Chicago Public Schools. The 210,000 s.f. facility was segmented into sports, arts and academics cores and features combined auditorium/competition gym, natatorium, kitchen/dining center, arts, science and technology labs along with test fits for outdoor athletic amenities at the adjacent Rosenblum Park. The project received the 2013 AIA Chicago Distinguished Building Awards Citation of Merit, Silver.

**William Jones College Preparatory**  
High School, Public Building Commission/  
Chicago Public Schools

Chicago, IL (@DeStefano Partners)  
Project Architect, leading the concept design for a replacement building, including programming, space planning and program stacking studies for a new 1,200 student high rise high school located in downtown Chicago. The design featured a 500 seat auditorium, 25 yard swimming pool, a competition gymnasium and accessible roof top terraces. The preferred scheme was transferred to the PBC for further development by an architect of record.

**Richards Career Academy**  
Chicago Public Schools

Chicago, IL (@DeStefano Partners)  
Project Architect for comprehensive Title II ADA upgrades for a 97,000 s.f. high school composed of 4 linked structures. Multiple solutions were employed to address all level changes, requiring the incorporation of elevator lifts as well as extensive interface with both the City of Chicago Fire Prevention Bureau and the MOPD.



**Gaby Miramon AIA**  
Associate Director

**Selected Projects (cont.)**

**UNO Charter Schools**  
Chicago, IL (@DeStefano Partners)

Short-listed team responding to a design-build competition for a new 110,000 s.f. campus. Developed design concepts for a 50,000 s.f. elementary school and a 60,000 s.f. high school.

**Stratton Building Assessment and State of Illinois Capitol Complex Master Plan**  
Springfield, IL (@DeStefano Partners)

Project Manager leading the physical assessment of a 446,429 s.f. Illinois Capitol administrative office building including the underground parking garage and associated underground pedestrian and utility tunnels. The study included recommendations for the future of the building within the context of Illinois Capitol Complex Master Plan.

**Innovation Park Data Center**  
South Bend, IN (@DeStefano Partners)

Project Manager, developed concept design and schematic drawings for a 61,500 s.f. data and network operations center.

**Roosevelt Square**  
Chicago Housing Authority  
Chicago, IL (@DeStefano Partners)

Project Manager for the Phase 2 master plan, in charge of the site development and coordination of the five architect team. Project Architect/Manager for several building types of Phase 1 and Phase 2, leading the design process, technical coordination with consultants and the client, including construction documents production and contract administration. This Redevelopment of Chicago Housing Authority's ABLA Homes, comprised 2,400 new mixed income units throughout 7 phases.

**Chicago Housing Authority**  
Capital Improvement Program  
Chicago, IL (@DeStefano Partners)

Project Architect/Manager, Revitalization of ten senior housing high-rise properties, 1,526 units. In charge of the construction process of two buildings which involved objective coordination between the various CHA departments, City agencies, property managers, general contractors and utility companies.

**Harold Ickes Homes Redevelopment**  
Chicago Housing Authority

Chicago, IL (@DeStefano Partners)  
Project Architect/Manager leading the design and construction documents for the comprehensive interior and exterior renovation of 738 units in eight existing mid-rise buildings within the subsidized housing development to meet all current codes, HUD standards and accessibility requirements.

**Buenos Aires Technological Institute (ITBA),**  
Nordelta, Argentina (@Blinder-Janches

Arquitectos)  
Project Architect, leading multidisciplinary consultant and project team coordination, bidding and construction documents execution for a new university campus for the Technological Institute of Buenos Aires (ITBA) in Nordelta, Argentina.



**Jon Gately**  
Associate



Over the course of his career, Jon Gately has assembled a portfolio of greatly varied work across all disciplines. With his ability to integrate design research and communicate in a collaborative environment, Jon has successfully led projects ranging from single family residences to city master plans. Inspired by the social effects of design, Jon is passionate about the design process in all its stages – from the initial concept to the design implementation. He believes in architecture's impact on the environment and is interested in how people evolve through the architectural process. With that regard, Jon is also driven by the systematic nature of buildings, specifically how buildings assume a character of space and are thereby informed by the users.

**Years of Experience**  
13

**Education**  
Master of Architecture,  
Illinois Institute of Technology

Bachelor of  
Environmental Design,  
Texas A&M University

**Shanghai International Financial Center  
Theater and Museum**  
Shanghai, China (@JAHN)

As a part of the larger Shanghai International Financial Center, the theater and museum functions bridge between three individual tower structures to provide a cultural and civic space for the entire complex. The 1,000 seat theater and multiple gallery spaces required an intense programming review and were ultimately designed and developed through Design Development documentation. Currently under construction, the project is projected to be completed in 2018.

**Burj Al Shua Monument of Lusail**  
Lusail, Qatar (@JAHN)

A truly unique project, the Burj Al Shua Monument was a design exercise in the development of a central icon for the city of Lusail, Qatar. Proposed as the central element in the marina, the 500m tall structure would provide a visual icon and establish the visual identity for the future development of the city. While the structure was not able to be occupied at the top, the ground floor provided a place of cultural and community gathering. Primary role included the development of the design concept and the oversight and management of the design team.

**Heart of Budapest**  
Budapest, Bulgaria (@JAHN)

The international design competition proposal for the expansion of the City Hall of Budapest included a series of renovation studies on the existing 18th century structure and an addition of 900,000 s.f. of program space. The design team embarked an extensive analysis of the programmatic needs of the client, ultimately translating this analysis into a comprehensive design proposal.

**Harmony Bridge**  
Guangzhou, China (@JAHN)

Slated as a restorative enhancement of the existing Guangzhou Bridge, the Harmony Bridge proposal established a design directive for the client in order to generate a more pleasant pedestrian experience and interaction with the existing structure. Heavily rooted in the cultural context of Guangzhou, the design concept was developed to encompass all of the engineering complexities of the existing 1 mile long mega-structure while keeping the human scale in mind. Primary role included the development of the design concept and the oversight and management of the design team.

**Beethoven Festspielhaus Orchestra Hall**  
Bonn, Germany (@JAHN)

Completed in a two phase process among an internationally recognized selection of firms, the Beethoven Festspielhaus Orchestra Hall design competition provided a full design proposal for the 1500 seat, 2 hall expansion of the existing hall in Bonn, Germany. The historic context of the existing hall was to remain a focal point of the complex, while the client was looking for a refined design proposal to generate a future for the city of Bonn.

**Chicago Architecture Foundation Gallery  
Museum and Headquarters**  
Chicago, IL (@JAHN)

The design exercise to provide the Chicago Architecture Foundation with a new perspective for how they could approach a new headquarter building and museum was both fundamental and inspiring. The program analysis included such programs as a public museum, a retail store, a docent education facility, community outreach rooms, and headquarter office. The result was a design proposal that provided the CAF with a 42,000 s.f. structure that was centrally located in the heart of the Chicago Loop.



**Jon Gately**  
Associate

**Selected Projects (cont.)**

**Jinwan Aviation City  
Citizen Cultural Center**  
Zhuhai, China (@JAHN)

Comprised of 300,000 s.f. of cultural exhibition, theater, and retail functions, the Jinwan Aviation City Citizen Cultural Center site sits as the central element within the newly proposed Jinwan Aviation City Development. The design proposal provided a unique approach to allow for series of floating enclosures that were supported by an expansive long-span roof structure, ultimately allowing for an unobstructed and fully connected ground plane for the surrounding community.

**Coker Boy Scout Pavilion**  
San Antonio, TX (@DrewyMartin  
Architects)

Completed in 2005, the Coker Boy Scout Pavilion provided the chapter with a unique building that was both functional and educational to the members. Designed and built in full collaboration with the scouts, the construction of the pavilion gave the boys a chance to learn first-hand the construction methods and techniques for the structure while also providing a place for the chapter to meet and learn.

**Neue Mitte Garching Technical Institute**  
Munich, Germany (@JAHN)

Sited within one of the most prominent technical institutes in Germany, the Neue Mitte Garching Technical Institute project proposal provided the institute with a new vision for the future of the campus. Consisting of a program including a new campus auditorium, a campus hotel, a student market, and faculty offices, the goal of the design was to provide the campus with a unifying campus center for students, faculty and visitors to meet and gather. Primary role included site analysis and programming for the design proposal.

**The Henry and Leigh Bienen  
School of Music**

Located along Lake Michigan, the site for The Henry and Leigh Bienen School of Music has direct views to the skyline of Chicago. With a program that included a series of new concert halls, educational spaces, practice facilities, and administrative offices, the new structure was proposed to be a bold vision for the campus of Northwestern University. The programmatic complexities were equally balanced with the interaction and presence of the lake.

**NAICM (Nuevo Aeropuerto  
Internacional de la Ciudad de Mexico)**  
Mexico City, Mexico (@JAHN)

Slated as one of the largest development projects in Mexico City within recent history, the NAICM design proposal was a complex programming and design effort that included a comprehensive redevelopment to replace the exist Mexico City Airport. Consisting of both a new airport and "airport city," this multi-phase design proposal was aimed at bringing Mexico City into the future of transportation. Primary role included the oversight of design proposal and integration of programming proposal and consultant design collaboration.

**Estadio Diablos Rojos**  
Mexico City, Mexico (@JAHN)

Located in the heart of the historic Magdalena Mixhuca Sports City, the site of the 1968 Summer Olympics in Mexico City, this project encompassed the design conception and development of the new 16,000 seat baseball stadium for the Mexico City Diablos Rojos. Exceeding the programmatic complexities of a stadium, this unique and unprecedented project was designed to include a public library, a baseball hall of fame, a public market, and a public plaza for the whole sports complex. The project was designed to reach triple net zero status. Responsibilities included oversight of the design team and all consultant coordination from Concept Design through Construction Documentation. 748,000 s.f.

**Marina Hemingway**  
Havana, Cuba (@JAHN)

Located just west of the city center of Havana, the Marina Hemingway proposal provides a restorative design for the existing marina and surrounding plots. The 4,170,000 s.f. design proposal includes multiple hotel developments, convention halls, waterfront retail developments, and luxury waterfront residences. Primary role included the development of the programming for the proposed function, design conceiving, and the oversight and management of the design team.

**H700 Shenzhen Tower**  
Shenzhen, China

Project Designer for a new tower and plaza located in Shenzhen. The 700m tall tower anchors the gateway between the CBD and the surrounding natural context while the plaza provides a cultural focal point for the eastern expansion of the city. The tower's elegant form is composed of three transforming design components: the shape, the structure, and the sky gardens. All three design components ground the tower in a continuous interaction between people and nature. The tower is bold, technical, and strong, while at the same time refined, natural, and elegant.



**Danielle Tillman**  
Associate



Danielle brings experience as a project designer and coordinator. She has led efforts on several projects and her work has included a diverse range of responsibilities including programming, feasibility studies, concept design, master planning skills, design development, construction documents, and construction administration for a variety of project types. Assignments have included K-12 schools, interior office layouts, core and shell design for mixed-use high-rises, hotels, and urban master planning. She has worked collaboratively with city departments, community leaders, corporate executives and end users throughout different project phases.

**Years of Experience**  
9

**Education**

Master of Architecture and Real Estate Development Certificate, University of Michigan, Taubman College of Architecture and Urban Planning

Bachelor of Science in Mathematics, Spelman College

**Professional Affiliations**

NOMA (National Organization of Minority Architects)

CWA (Chicago Women in Architecture)

**Selected Projects**

**GEMS World Academy—Chicago Lower & Upper Schools Chicago, IL**

Design and documentation of a new school campus serving 2,100 students in grades K-12 in Chicago. The combined facilities incorporate 367,500 s.f. in two high-rise buildings, featuring a 500 seat Auditorium; Black Box Theater; Digital Media Theater, Recording Studios; Choral and Instrumental Music Suites; Classrooms and Science labs with integrated technology, Art Rooms; Dance Studio; Textile and Robotics Labs; Libraries; Dining Centers; Student lounges; Athletic Facilities and a Structured Parking Garage. The project required an amendment to an existing planned development. The facilities will utilize district energy for cooling and is planned to achieve sustainable goals.

**Leif Ericson Elementary Scholastic Academy & Joseph Kellman Corporate Community Elementary School, Chicago Public Schools Chicago, IL**

Technical Coordinator for a variety of interior and exterior renovations were provided for this Elementary School. These included classroom, auditorium, library, dining, corridor and toilet room renovations. In addition to aesthetic improvements, provisions were made for air conditioning and wireless access points to support teaching spaces, ensuring CPS's mission to enhance technology and provide climate controlled learning environments.

**Wolf Point North Garage Chicago, IL**

Technical Coordinator Responsible for construction documentation and administration of the 6 level, 500 space below grade parking facility along the Chicago River. The concrete and masonry parking structure, connects to the Wolf Point West Tower (also designed by bKL) and is planned to connect to additional concealed below grade parking for the completion of the mixed-use master plan. Architects for Wolf Point in Chicago. The roof of the parking structure meets the grade of the existing roadway and will act as the main plaza and vehicular court for the master plan.

**165 West Superior Chicago, IL**

Technical Coordinator Responsible for construction documentation and construction administration of a 34 story, 283,000 s.f. residential apartment building located in Chicago's River North neighborhood. The modern glass and masonry tower provides 298 units, 109 parking spaces and approximately 14,000 s.f. of retail within the 6 level podium. An 80' setback from Wells street provides a new park with extensive landscaping and a dog run which is accessible to the public. The project required coordination with the City's Office of Under Ground Construction for the installation of caissons and bulkheading to address an abandoned water tunnel. Amenities to residents include, fitness center, lounge and spa areas with direct access to the landscaped podium roof deck and outdoor lap pool.



**Danielle Tillman**  
Associate

**Selected Projects (cont.)**

**Lathrop Homes Chicago, IL**

A revitalization of 800-1,200 new and rehabilitated housing units on the site of the Lathrop Homes development on the north side of Chicago. As a part of the Lathrop design team, we are responsible for coordination of historic preservation issues as they pertain to the site and existing buildings, site planning, and the design of building renovations as well as new buildings. Key goals of the project include sustainability, affordable housing, community development planning and building, revitalization of historic properties, residential property management, supportive services, job creation, and accessibility in order to create a self-sustaining community.

**Fusion92 Corporate Offices Chicago, IL**

Interior design and documentation for a rapidly growing marketing agency as it relocated from suburban offices to establish its headquarters in Chicago. Efforts focused on the lower level of this facility which is comprised of a sound stage, audio recording booth and technology workrooms for the development of interactive marketing content for Fusion92's innovative client base.

**Zhengdong Transportation Hub Zhengzhou, China**

Conceptual Urban master planning for a new Central business district surrounding a new regional high speed rail and transit hub. A holistic approach of creating both natural and built landscape to the area, by enhancing the district to a place of destination. Composed of more than 3 million s.m. of program including, office, commercial, entertainment, hotel, and medical facility; the design intent was to create a new and innovative district, while being guided by the area of Zhengzhou's history. 700,000 sm of landscaped green area program, was tied into the district to create an interactive urban landscape.

**RTC Industries, Inc. Rolling Meadows, IL**

Provided programming and a feasibility study for the development of a new innovation oriented work environment to be housed within the client's existing 2 story building. The 146,700 s.f. facility is intended to support the interaction and collaboration of both clients and associates. Efforts included a facility assessment, user requirements and identification of future goals for the renovation of world headquarters of an international retail communication and logistics company. The design solution addressed objectives to increase the flow and transparency of RTC's internal relationship and collaborative and creative processes. Efforts included a facility assessment, user requirements and future goals for the renovation of the existing building.

**The Selby Toronto Toronto, Canada**

Conceptual design services and planning phase documents provided for 50 story tower with gross area of approximately 410,000 s.f. of residential program. The design concept had to consider and embrace an existing historic mansion on the site. Preserving the historic buildings exterior and interior, it engages the residential building at its base, providing entry and amenity for the 557 residential units.

**Garrison Point Tower Toronto, Canada**

Conceptual design services provided for a 150m tall tower with gross area of approximately 355,000 s.f. of residential program. In collaboration with local designers the design fits into a larger master plan of over 1.6 million gross s.f. The tallest building of the master plan, the 49 story structure incorporates itself into the Toronto skyline, as an iconic beacon for the newly developed area.

**Jinhua Mixed-Use Project Jinhua, China**

Conceptual design services provided for a 2 tower 1.8 million s.f. mixed-use development. The towers incorporate office space, retail, executive apartments, a 200 room 5 star hotel, a ballroom, restaurants, observation deck and below-grade parking.

**Sisger International Plaza Phase II Cixi City, China (@SOM)**

Architectural design services, structural engineering, civil engineering, and MEP coordination for a 200m tall residential and hotel tower offering a gross area of 134,000 sm. The project intent was to create an iconic structure which maximizes views to the nearby mountains, while respecting its role within the urban landscape.

**Olympic Village Chicago 2016 Olympic Bid Chicago, IL (@SOM)**

Conceptual master planning services of a 32-acre lakefront property on Chicago's south side, designed for use as the Olympic Village during the 2016 Olympics Games. The post-use would serve as a mixed-use, mixed-income development which incorporates new and renovated existing structures alike. Long term goals for the development included sustainability, accessibility, historic preservation, and community development. Working collaboratively with city departments, community leaders, corporate executives and residents, the development was analyzed for feasibility of design and phasing for pending Olympic games and future self-sustaining neighborhood development.



**Xiaopeng Dai**  
Architectural Professional I



Xiaopeng's experience includes both interior and architectural projects in the United States and China. He has strong design development skills that showcases his interest and care for details. Project types include mixed-use high-rise, office buildings, hotel and retail.

**Years of Experience**  
4

**Education**  
Master of Architecture  
Washington University  
in St. Louis

Bachelor of Architecture  
Shenzhen University (SZU)

**Selected Projects**

**165 West Superior  
Chicago, IL**  
Rendering creation and construction documentation for the 379,000 s.f. residential tower that includes business center, management/leasing offices, amenity, public spaces and individual dwelling units, reception areas, fitness/gym area, yoga studio, spa/sauna, outdoor/indoor lounge areas, and pool.

**167 W. Erie  
Chicago, IL**  
Construction documentation for a new 40 story multi-family residential building, housing 442 rental units. 131 parking spaces are incorporated into the building structure and retail space is integrated at street level. The project includes renovations to an existing adjacent mid-rise office building for the incorporation of indoor and outdoor amenities. LEED Silver rating anticipated.

**Garrison Point**  
Concept design for a 150-m tall tower with gross area of approximately 355,000 s.f. of residential program. In collaboration with local designers the design fits into a larger master plan of over 1.6 million GSF. The tallest building of the master plan, the 49 story structure incorporates itself into the Toronto skyline, as an iconic beacon for the newly developed area. The project required ongoing community and city government interface to reach consensus on the building FAR and height.

**China Central Newsreel & Documentary  
Film Animation Cultural City  
Beijing, China**  
Architectural design services for this project which includes Flats A and B: two office towers between 13 and 21 stories high with retail on the first three levels and Flat C: a six-story retail complex. There will be a three-story garage underneath the entire structure.

**Greenland Binhu International City Erqi  
New Tower  
Zhengzhou, China**  
The twin towers are abstract representations of the classic pagoda form as it can be found in the Pagoda Forest in the Song Mountains on the Southwest side of Zhengzhou. The mixed-use towers include residential, hotel, office and commercial space. They are accompanied by a three-story podium that includes retail space, as well as hotel and office amenities.

**Scientific Instrument Industry  
Innovation Park  
Beijing, China**  
Design for a research office park in the heart of Beijing's Silicon Village, consisting of 6 primary buildings enclosing a series of public and private outdoor spaces. The project includes offices, meeting spaces, research laboratories, retail and hotel and facilities. A decorative screen, derived from the company's logo also serves a functional purpose, having been applied over the curtainwall at the east and west facades to reduce solar heat gain.



**Maxim Fields**  
Architectural Professional I



Maxim has been involved on multiple projects including design development, construction documents, and construction phase activities. His project involvement has primarily been focused on developing expertise in the design and delivery of integrated interiors projects. bKL envisions Maxim's growth and expertise to lead to a strong future with bKL.

**Years of Experience**  
2

**Education**  
Bachelor of Architecture,  
Howard University, School of  
Architecture and Design

**Selected Projects**

**Microsoft Corporation  
Downers Grove, IL**  
3D modeling and construction documentation for the remodeling of 29,100 s.f. of office and customer space. The design will address the client's goals of reducing space needs while providing employee space reflecting an effective and creative environment that aligns with business needs and showcases the Microsoft brand and technologies. The space will provide opportunities for collaboration, presentations and training of customers. Construction will be completed in two phases.

**165 West Superior  
Chicago, IL**  
Rendering creation and construction documentation for the 379,000 s.f. residential tower that includes business center, management/leasing offices, amenity, public spaces and individual dwelling units, reception areas, fitness/gym area, yoga studio, spa/sauna, outdoor/indoor lounge areas, and pool.

**167 W. Erie  
Chicago, IL**  
Construction administration for a new 40 story multi-family residential building, housing 442 rental units. 131 parking spaces are incorporated into the building structure and retail space is integrated at street level. The project includes renovations to an existing adjacent mid-rise office building for the incorporation of indoor and outdoor amenities. LEED Silver rating anticipated.

**Parcel O  
Chicago, IL**  
Construction documentation for a 51 story mixed-use tower. The four level podium base and pool deck occupy the entire site and contain amenities, shared and exclusive, for both hotel guests and residents. The lower part of the tower contains two hotels, while the upper part of the tower contains living units. The project is designed to comply with LEED Silver Certification and a green/sustainability theme in both its construction and its operation.

**EXHIBIT A – LEGAL ACTIONS**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**EXHIBIT A  
LEGAL ACTION**

Firm Name:           bKL Architecture LLC          

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

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



**EXHIBIT B - DISCLOSURE AFFIDAVIT**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**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 Thomas Kerwin, as Principal  
Name Title

and on behalf of bKL Architecture LLC  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: bKL Architecture LLC
2. Address: 225 North Columbus Drive, Chicago, Illinois 60201
3. Telephone: 312-881-5999 Fax: 312-469-8130
4. FEIN: 27-1746083 SSN: N/A
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: \_\_\_\_\_

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

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

Name	Title
Thomas P. Kerwin	Managing Member
James R. Loewenberg	Member
Joel M. Carlins	Member

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

Name	Address	Ownership Interest Percentage
Thomas P. Kerwin	225 N. Columbus Drive, Suite 100 Chicago, IL 60601	50%
James R. Loewenberg	225 N. Columbus Drive, Suite 100 Chicago, IL 60601	25%
Joel M. Carlins	225 N. Columbus Drive, Suite 100 Chicago, IL 60601	25%

5. LLC's ONLY, indicate management type and name:  
 Member-managed  
 Manager-managed  
 Name: Thomas P. Kerwin

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**PARTNERSHIPS**

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

Name	Ownership Interest Percentage
N/A	

**SOLE PROPRIETORSHIP**

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

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

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

Name(s) of Principal(s)

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

Name	Address

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CONTRACTOR CERTIFICATION**

**A. CONTRACTORS**

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

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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

**B. SUBCONTRACTORS**

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document 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.

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**C. STATE TAX DELINQUENCIES**

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

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

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

**D. OTHER TAXES/FEEES**

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

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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

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

**CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

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

**INCORPORATION INTO CONTRACT AND COMPLIANCE**

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



**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**VERIFICATION**

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

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



\_\_\_\_\_  
Signature of Authorized Officer

Thomas Kerwin

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

Principal

\_\_\_\_\_  
Title

312-881-5999

\_\_\_\_\_  
Telephone Number

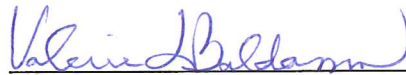
State of ILLINOIS

County of Cook

Signed and sworn to before me on this 5<sup>th</sup> day of October, 2016 by

Thomas Kerwin (Name) as Principal (Title) of

BKL Architecture LLC (Bidder/Proposer/Respondent or Contractor)



\_\_\_\_\_  
Notary Public Signature and Seal



**EXHIBIT C - DISCLOSURE OF RETAINED PARTIES  
(ATTACHED HERETO AND INCORPORATED HEREIN)**

**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):

**Whitney Young Branch Library**

Description of goods or services to be provided under Contract:

**Architectural Services**

Name of Consultant:           bKL Architecture LLC          

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

Retained Parties:

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

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

October 5, 2016

\_\_\_\_\_  
Date

Thomas Kerwin

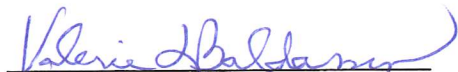
\_\_\_\_\_  
Name (Type or Print)

Principal

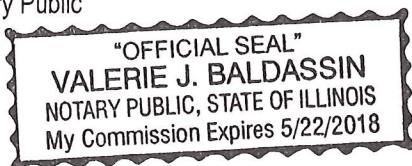
\_\_\_\_\_  
Title

Subscribed and sworn to before me

this 5<sup>th</sup> day of October 2016



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



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## 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. For this agreement, the MBE/WBE participation goal for this project is a minimum of 30% MBE/WBE of the total value for this agreement. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both, except in cases where a waiver is justified/approved.
- c. 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.
- d. 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. "Established Business" means a person or entity granted certification by the City of Chicago.
- viii. "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.
- ix. "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.
- x. "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:
  - (1) Attendance at the Pre-bid conference;
  - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
  - (3) 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;
  - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
  - (5) Timely notification (at least 7 days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;
  - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
  - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
  - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
  - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
  - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with

MBE and WBE firms for specific sub-bids, including:

- 
- i. The name, address and telephone number of MBE and WBE firms contacted;
  - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
  - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
- (11) 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;
  - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. 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;
  - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
  - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- a. 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. Established Business participation in the MBE and WBE procurement program
- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
    - 1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 23.01.4;
    - 2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 23.01.4.
    - 3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 23.01.4.
  - b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

## 9. 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.

## 10. 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.

## 11. 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.

## 12. 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.

## 13. 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.

#### 14. 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.

15. Severability

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

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.)

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

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

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

8. Specify as to:

A. Profit and loss sharing \_\_\_\_\_%

B. Capital contributions, including equipment \_\_\_\_\_%

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

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

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

A. Financial decisions: \_\_\_\_\_

B. Management decisions such as:

1. Estimating: \_\_\_\_\_

2. Marketing/Sales: \_\_\_\_\_

C. Hiring and firing of management personnel: \_\_\_\_\_

D. Purchasing of major items or supplies: \_\_\_\_\_

E. Supervision of field operations: \_\_\_\_\_

F. Supervision of office personnel: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me appeared (Name)

before me appeared (Name)

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

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

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

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

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

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

Commission expires:

Commission expires:

(SEAL)

(SEAL)



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

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_

(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago

(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor

\_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_ . 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 above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**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 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 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.

The Contractor certifies, to the best of its knowledge and belief, that it, its principals, and any subcontractors used in the performance of this contract, meet the Agency's requirements and have not violated any City or Sister Agency policy, codes, state, federal, or local laws, rules, or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose such to the Agency.

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Phone

**SCHEDULE D – Affidavit of the Prime 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

\_\_\_\_\_  
 Title and duly authorized representative of

\_\_\_\_\_  
 Name of Prime 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 Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Contract Value</b>		%	%

**SCHEDULE D – Affidavit of Prime Regarding MBE/WBE Participation (2 of 2)**

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor 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.

The Contractor certifies, to the best of its knowledge and belief, that it, its principals, and any subcontractors used in the performance of this contract, meet the Agency's requirements and have not violated any City or Sister Agency policy, codes, state, federal, or local laws, rules, or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose such to the Agency.

BY:

\_\_\_\_\_  
Name of Prime (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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