

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIFTH AMENDMENT
CONTRACT NUMBER PS 624**

THIS FIFTH AMENDMENT AGREEMENT is made and entered into as of the 8th day of September, 2009, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **VOA ASSOCIATES, INC.** ("Architect") dated December 10, 2002 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Architect have heretofore entered into an Agreement dated the 10th day of December, 2002, wherein the Architect is to provide Architect of Record Services for 12th District Police Station; and

WHEREAS, the Commission and Architect now desire to amend the Agreement to include additional Services performed and associated compensation due to Architect;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to amend the Agreement as hereinafter set forth.

It is agreed by and between the parties hereto that the sole modification of, changes in, and amendments to the Agreement pursuant to this Amendment are as follows:

TERMS

1. Recitals

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THE AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.

2. Schedule A - Scope of Services

Section A.8- Additional Responsibilities and Representations is revised to add the following:

A.8.5 Architect shall provide the following scope of work:

Architect shall continue architectural services at the new site designated for the development of the 12th District Police Station. These architectural services include site

prep work, utility removal and relocation, rezoning activities, Lessons Learned from previously opened Police Districts, and adapting the building to the new site.

The services will be performed as directed in **Schedule A – Additional Scope of Services (effective September 8, 2009)** attached as **Attachment 1**.

3. **Revised Schedule B - Project Documents** is attached as **Attachment 2**.
4. **Project Schedule (effective September 8, 2009)** is attached as **Attachment 3** and is the schedule for the Services covered by this Amendment 5.
5. **Schedule C Compensation of the Architect**

The Architect shall be paid the amount of **\$1,117,822.00.00** for the Basic Services and a not to exceed amount of **\$230,340.00** in reimbursable expenses for the additional services outlined in Item 2 of this Amendment 5.

Schedule C – Compensation of the Architect is replaced in its entirety with **Attachment 4**

6. **Professional Services Agreement – Terms and Conditions** pages 1 to 16 is replaced in its entirety with **Attachment 5**.
7. **Schedule D - Insurance Requirements** replace in its entirety with **Attachment 6**.
8. **Remove Schedule E – Commission's Additional Rights and Responsibilities**
9. **The following schedules and updated affidavits are attached and made part of this Amendment 5:**
 - Schedule F – Key Personnel (Attachment 7)**
 - Disclosure Affidavit**
 - Disclosure of Retained Parties**
 - Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises - Updated Schedule C and D attached.**
 - Electronic File Transfer Agreement**

Execution of this Amendment by the Architect is duly authorized by the Architect, and the signature(s) of each person signing on behalf of the Architect have been made with the complete and full authority to commit the Architect to all terms and conditions of this Amendment.

All capitalized terms not defined herein shall have the meaning ascribed to them in the agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 5.

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Richard M. Daley Date: _____
Richard M. Daley
Chairman

ATTEST:
Edgwick C. Johnson Date: 9/24/09
Edgwick C. Johnson
Secretary

ARCHITECT

VOA ASSOCIATES, INC.
By: Paul Hansen Date: 9/21/09
Paul Hansen
Principal

Subscribed and sworn to me this
21ST day of SEP 2009.
[Signature]
Notary Public

My Commission expires: 12/12/11
"OFFICIAL SEAL"
ALEXANDER WEBB
Notary Public, State of Illinois
My Commission Expires 12/12/11

Approved as to form and legality
Jocinta Epling 9-16-09
Neal & Leroy, LLC

ATTACHMENT 1

SCHEDULE A ADDITIONAL SCOPE OF SERVICES (effective September 8, 2009) ARCHITECT OF RECORD SERVICES 12TH DISTRICT POLICE STATION PS624 Amendment 5

A. General Requirements

I. Completion of Design of the Project

The Architect serves as the Architect of Record for the Project, providing all Services required to complete the coordinated design of the Project. The Commission retained a Design Architect to develop and modify the prototypes provided by the User Agency, and to monitor the Services and Deliverables prepared by the Architect(s) of Record in order to assist the Commission in verifying that the requirements of the Commission and User Agency are met. The use of prototypes is integral to a number of the goals of the Commission and the User Agency, including the implementation of sustainable design in order to control future operations and maintenance costs.

The Commission has also designated the Authorized Commission Representative to assist the Commission in managing the Project and to have the authority, as specifically directed by the Executive Director, to act on its behalf. The Architect shall cooperate at all times with the Commission, its Authorized Commission Representative, Program Manager and Design Architect in the performance of the Services. Although it is anticipated that the Architect will interface and cooperate with representatives of the User Agency during the course of the Project, the Architect will take direction with respect to the Services solely from the Authorized Commission Representative.

As the Architect of Record, the Architect will (i) work with the prototype provided by the Commission to complete the design for the Project, (ii) prepare and stamp the construction documents that will be issued for bids by the Commission, and (iii) assist the Commission in the oversight of the construction of the Project. The Architect is solely and completely responsible for the completion of the design of the Project, resulting in a complete and usable facility. The Architect is liable for any and all errors and omissions that may be found in the construction documents that are issued to bid for the construction of the Project.

The Commission will provide the Architect with the following documents: 1) the Concept Package for the Project prepared by the Design Architect and 2) the Quality Program Guidelines.

The Concept Package is the prototype for the Project. **Be advised that any and all material deviations from the Concept Package and Site Plan must be requested by the Architect and approved, in writing, by the Authorized Commission Representative prior to being included in any Deliverable for the Project.** The Commission expects the Architect to undertake a thorough review of the Concept Package 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, in the Concept Package. As stated above, the Commission will look solely to the Architect for any and all liabilities that may arise from any error or omission present in the construction documents for the Project.

II. Project Site and Program Components

The site is bounded by West 14th Street to the north, West 15th Street to the south, South Blue Island Avenue to the east, and South Throop Street to the west. The prototype building design is a 2-story 44,000 sf consisting of steel framing with exterior masonry. The building is to function as a police station for the 12th District Community. Major programmatic components include operational and administrative areas, 100-seat community room, and a 150-foot communication tower. The site development will include all code and ordinance required amenities, including but not limited to surface parking for 223 vehicles, site landscaping, fencing and improvement to the adjacent public rights of way.

III. Term of this Agreement

Commencement Date of Services: September 8, 2009

The term of this Agreement will terminate when all Services required have been completed to the reasonable satisfaction of the Commission.

IV. Organization of the Services

The Services are separated into two parts: Part I - Design/Engineering for Site Preparation and Part II - Design/Engineering for Vertical (Building) Construction and Site Development. Part I is, in turn, divided into 4 phases: Scope Development Phase, Construction Documents Phase, Contract Administration Phase and Closeout Phase. Part II is, in turn, divided into 6 phases: Schematic Design Phase; Design Development Phase; Construction Documents Phase; Bidding Phase; Contract Administration Phase and Close-Out Phase. The Deliverables (and any other work product) of each of the phases must be approved by the Authorized Commission Representative in writing before commencement of the subsequent or dependent phase.

V. Responsibilities of the Architect in Performing the Services

A. The Architect shall use the Commission's project management software, as designated by the Authorized Commission Representative for all communications with the Commission, the Authorized Commission Representative, the Design Architect (if required), and the Commission's Program Manager.

B. The Architect is responsible for compiling all Lessons Learned by the Commission on similar projects prior to and during the design of the Project, and implementing such Lessons Learned in the design of the Project. The Architect shall not be relieved of its obligation to obtain the written approval of the Commission and User Agency in the event that the implementation of any Lesson Learned requires a material change to the Concept Package.

C. The Architect will identify long lead items in the construction documents so as to enable the contractors to order such items in a manner that maintains the Commission's Project Schedule, attached as Schedule C hereto.

D. The Architect will certify its compliance with the Commission's Design Checklist for each phase of the Services. Such certification shall be a Deliverable for each phase of the Services.

E. The Architect will perform its Services promptly, with sufficient staffing to achieve the dates in Schedule C, Project Schedule.

F. Read and become completely familiar with and knowledgeable of both the form and substance of the Commission's bid documents, including Book 1, Requirements for Bidders, Book 2, General Conditions, Book 2A, General Conditions User Manual, and Book 3, Technical Specifications.

G. All parts and 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) rating of Silver, 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.

H. The Architect will retain a roofing consultant, and require the roofing consultant to perform the following Services, as appropriate, during the phases identified in Section B, "Requirements by Phase," below: 1) review the roofing design, and any portions of the design that must be coordinated with the roof, at each phase of design completion, including, but not limited to, the review of shop drawings; 2) develop a field observation program for the Commission's review, coordinating site visits with critical installation activities 3) review all contractor submittals, including shop drawings, with respect to the roof; 4) attend any and all pre-installation meetings pertaining to the roof; 5) perform field observation Services during the installation of the roof per the approved observation program schedule; 6) promptly alert the Authorized Commission Representative with respect to any issues during the installation, verify that the installation was performed pursuant to the manufacturer's instructions, and affirm to the Commission that the warranty has been provided to the Commission and is in full force and effect.

B. Requirements by Phase

I. Part 1 – 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 coordinated with the geotechnical consultant findings and the proposed utility service connections into the new building. The site preparation design will 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 will also require the design of all utilities to be brought within 5 feet of the building perimeter. This proposed scope of work will be submitted to the Authorized Commission Representative for review and approval.
2. Architect will coordinate the site preparation phase design with the vertical (building) design such that the site preparation 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. 75% Construction Documents. Continued development of the Site Preparation Package inclusive of necessary geotechnical and site utility service termination, rerouting

or connection scope of work and coordination of environmental scope of work with the Commissions environmental consultant.

a) Site Preparation Documents (including specifications) and Estimate of Probable Construction Cost in the format provided by the Commission.

2. 100% Construction Documents. Final development of the Site Preparation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commissions environmental consultant.

a) Site Preparation Documents (including specifications) and Estimate of Probable Construction Cost in the format provided by the Commission.

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

C. Bidding and Contract Administration Phase

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

1. Attend and participate in regularly scheduled: (i) weekly Project meetings, and (ii) monthly pay application meetings for approval of contractor pay requests. Provide field observation of the construction each week 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 the written request of the Authorized Commission Representative.

2. Review any Request for Information (RFI) submitted by the contractor and provide responses within four (4) days of receipt.

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 an "as-built" survey of the Project site.

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 Vertical (Building) Construction and Site Development

A. 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 Budget (comprised of the construction budgets for both Site Preparation and Building Construction scope of work).
2. Analysis of the requirements of the Project, including confirmation of the established conceptual design, the conditions of the site and the survey, and consultation with the Commission to establish the design, and the functionality and financial feasibility of the Project.
3. Facilitate and document a sustainable design charrette and follow up sessions with all subconsultants 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™1 rating of Silver 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.
4. Preparation of documents necessary to illustrate any required amendments to the public right of way.
5. As required, prepare Request for Clarification submittals for PBC or User Agency questions.
6. Preparation and presentation of Schematic Design options for the Project for review by the Commission and the User Agency. Preparation of schematic drawings and design studies (including materials) based upon analysis of Project requirements. Preparation of a general description of the scope of the Project, a preliminary estimate of construction costs ("AOR's Estimate of Probable Construction Costs").
7. Preparation of plans, elevations, sections, outline specifications and narratives, as required, to describe the architectural, structural, mechanical, plumbing, fire protection and electrical aspects of the selected design option for preparation of the AOR's Estimate of Probable Construction Costs.

8. In the event the AOR's Estimate of Probable Construction Costs exceeds the Construction Budget at the Schematic Design stage, the Architect will present one or more scope reduction alternatives, as directed by the Authorized Commission Representative, which can be delivered within the Construction Budget.

9. As required, review the Schematic Design documents along with necessary value engineering items, if any, with the Authorized Commission Representative and align the AOR's Estimate of Probable Construction Costs with the Construction Budget for the Project.

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

12. At the completion of Schematic Design Services, transmit two copies of the complete, and editable electronic version of the final milestone documents to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Schematic Design phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative.

13. Prepare and issue hard copies of the Schematic Design Drawings, Outline Specifications and Narratives to various stakeholders for the Schematic Design Milestone Review.

14. Schematic Design Phase Deliverables include:

- a) Certification of Compliance with the Commission's Design Checklist.
- b) Site Preparation Schematic Design Documents and Estimate of Probable Construction Cost (broken down by CSI division or other approved format);

- c) Building Construction Schematic Design Documents and Estimate of Probable Construction Costs in the format provided in Exhibit X, attached hereto;
- d) Sustainable Design Goals and target LEED checklist, including a detailed narrative describing project-specific strategies to achieve each credit, as shown in the Commission's Design Management Manual;
- e) Stormwater analysis and management proposal;
- f) Proposed Public Right of Way Amendment Plan;
- g) Issuance of a zoning analysis package;
- h) Issuance of a code analysis package;
- i) Provide an initial utility coordination and public infrastructure plan;
- j) Provide an initial energy simulation model using the DOE2 Modeling Software;
- k) Request for Clarification compilation and log; and
- l) Issuance of milestone packages (Site Preparation and Building Construction) for review.

15. Immediately upon the Authorized Commission Representative's review and written approval of the Deliverables of the Schematic Design Services phase, such written approval to be conveyed in a Notice to Proceed for the next phase of the Services, begin the next phase on the updated and approved schedule.

B. Design Development Phase

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

1. Consistent with the approved Schematic Design phase Deliverables (including drawings and design studies), Architect will prepare plans, elevations and other drawings and outline specifications necessary to illustrate the size 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 (the "Design Development Documents").
2. Subject to the prior written consent of the Authorized Commission Representative, incorporate the Schematic Design Milestone Review comments into the Design Development Documents.
3. Preparation and presentation of documents necessary for User Agency departmental approvals.
4. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
5. Develop a hardware and device location plan for Commission and User Agency review

and approval.

6. Develop a signage plan and specifications for Commission and User Agency review and approval.
7. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.
8. Preparation of documents necessary for the Planned Development process as well as participation in any required meetings to facilitate the rezoning of the Project site.
9. Update the AOR's Estimate of Probable Construction Costs. Review the Design Development Documents along with the necessary cost and/or scope reduction items, if any, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required to align the AOR's Estimate of Probable Construction Costs with the Construction Budget for the Project.
10. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide an updated AOR's Estimate of Probable Construction Costs containing:
 - a) A narrative overview of the updated AOR's Estimate of Probable Construction Costs compared to the Construction Budgets (or the Revised Construction Budgets established during Schematic Design).
 - b) AOR's Estimate of Probable Construction Costs must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
 - c) A detailed comparison and reconciliation of the current and previous AOR's Estimate of Probable Construction Costs with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
 - d) A summary of all approved Construction Budget revisions.
11. At completion of the Design Development phase, transmit one complete set of the final Design Development Documents, including the updated AOR's Estimate of Probable Construction Cost and details, to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Design Development phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorize Commission Representative, incorporate User Agency comments into the Construction Documents.
12. 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.

13. 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

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

15. If the updated AOR's Estimate of Probable Construction Costs exceeds the Construction Budget then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission until the correspondingly revised AOR's Estimate of Probable Construction Costs is within the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted for review and approval to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section II.B.15 of Schedule A shall be provided by the Architect without compensation or an extension to the Project Schedule.

16. 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. If requested by the Authorized Commission Representative, and subject to the execution of a written Amendment in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services provided in this Section II.B.16 of Schedule A on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in accordance with the requirements of Schedule D.

17. Design Development Phase Deliverables include:

- a) Certification of Compliance with Commission's Design Checklist.
- b) Building Construction Design Development Documents (including specifications) and Estimate of Probable Construction Costs in the format provided by the Commission.
- c) Issuance of approved Furniture, Fixture and Equipment Plan and Schedule.
- d) Issuance of approved Hardware and Device Location Plan and Schedule.
- e) Issuance of Submittal and Closeout Matrix.
- f) Updated LEED checklist and detailed narrative; indicating all changes from prior submittal.
- g) Updated Stormwater Analysis and Management Proposal.
- h) Proposed Public Right of Way Amendment Plan.
- i) Provide an updated energy simulation model.
- j) Plan Commission Documentation for rezoning process.
- k) Issuance of initial MEP coordination documents.
- l) Issuance of compilation of issued Meeting Minutes (Meeting Minutes shall be recorded and furnished by the Authorized Commission Representative).
- m) Issuance of code analysis package.
- n) Provide a complete utility coordination and public infrastructure plan.
- o) Documentation for User Agency Departmental Approvals.
- p) Request for Clarification compilation and log
- q) Issuance of milestone packages for review.
- r) Response to milestone review comments.

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

C. 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 and estimates will be performed at 60%, 90% and 100% completion on the dates listed in Schedule C 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 every milestone of completion, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.

2. Prepare and deliver 60%, 90% and 100% Construction Documents including modifications and revisions in the approved by written direction of the Authorized Commission Representative.

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

a) A narrative overview of the updated AOR's Estimate of Probable Construction Cost compared to the Construction Budgets (or the Revised Construction Budgets established during Schematic Design).

b) AOR's Estimate of Probable Construction Cost must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.

c) A detailed comparison and reconciliation of the current and previous AOR's Estimate of Probable Construction Cost with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.

d) A summary of all approved Construction Budget revisions.

4. 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 RFQ.

c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.

5. Prepare and present an update of the AOR's Estimate of Probable Construction Costs prior to the completion of 60%, 90 % and 100% Construction Document Deliverables. Review the Construction Documents along with value engineering items with the Authorized Commission Representative to align AOR's Estimate of Probable Construction

Costs with the Construction Budget.

6. If the AOR's Estimate of Probable Construction Costs exceeds the Construction Budget, then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications as necessary in a manner satisfactory to the Commission until the correspondingly revised AOR's Estimate of Probable Construction Costs is within the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section II.C.6 of Schedule A shall be provided by the Architect without compensation or any extension of time for the performance of the Services.

7. If the Authorized Commission Representative requests a change in scope of the Project, 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. If requested by the Authorized Commission Representative, and subject to the execution of a written Amendment in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services provided in the Section II.C.7 of Schedule A on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in accordance with the requirements of Schedule D.

8. At the completion of the each Construction Document milestone (60%, 90% and 100%), transmit hard copies of the milestone documents to the Authorized Commission Representative for review and transmittal to the User Agency. 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.

9. 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. The Architect will be required to attend a meeting to discuss its performance review.

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

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

13. Update the Submittal and Closeout Matrix based upon Construction Document requirements.

14. Construction Document Deliverables for each milestone (60%, 90% & 100%) include:

- a) Certification of Compliance with Commission's Design Checklist.
- b) Issue updated Submittal and Closeout Matrix.
- c) Site Preparation Construction Documents (including specifications) and Estimate of Probable Construction Cost in the format provided by the Commission.
- d) Building Construction Documents (including specifications) and Estimate of Probable Construction Costs in the format provided by the Commission.
- e) Updated LEED checklist and detailed narrative, indicating all changes from prior submittal.
- f) Updated Stormwater Analysis and Management Proposal.
- g) Compilation of issued meeting minutes.
- h) Issuance of updated zoning analysis package and required rezoning documentation as required.
- i) Provide an updated energy simulation model.
- j) Issuance of updated code analysis package.
- k) Issuance of updated MEP coordination documentation.
- l) Request for Clarification compilation and log
- m) Issuance of milestone packages for review.

15. Submittal package for second Commissioning Authority review at 90% CD, including

all systems and equipment to be commissioned. Specific requirements are as indicated in the Commission's Design Management Manual.

16. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase (60%, 90% and 100%, begin the next phase on the updated and approved schedule.

17. 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 PBC's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the PBC.

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

a) Above ceilings in corridors to confirm that services, fixtures, and other devices can fit between the designed ceiling height and the bottom of any 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 the slab. 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 space 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.

19. 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.

20. 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.

21. 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.

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

D. 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 and document two Pre-Bid Conference Meetings. In addition to the general, open Pre-Bid Meeting, a technical working Pre-Bid Meeting will be for the purpose of making a detailed technical presentation and respond to questions from prospective

bidders.

3. 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.
4. 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.
5. If the lowest responsive and responsible bid obtained exceeds the Construction Budget, the Commission may either award the construction contract to the lowest responsive and responsible bidder, or request that the Architect, without additional compensation, make revisions to the Project, including design, scope, quality, drawings, specifications, deletions and substitutions for the purpose of decreasing Project costs to the point that the bids received are within the Construction Budget. All such revisions require the prior written approval of the Authorized Commission Representative. The right of the Commission to require such revision and re-bidding will not be exhausted by a single revision and re-bidding, but will be a continuing right until the lowest responsive and responsible bid received is within the Construction Budget.
6. Assist the Commission, without additional compensation, in the solicitation of new bids.
7. Attend the Commission's Pre-Bid Conference, Technical Review and review bids as required by the Authorized Commission Representative.

E. Contract Administration Phase

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

1. Attend and participate in regularly scheduled: (i) weekly Project meetings, and (ii) monthly pay applications meetings for approval of contractor pay requests. Provide no less than 16 hours of field observation of the construction per week in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replace before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
2. 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.
3. Unless the Commission specifies, in writing, a shorter or longer time period, within 5

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

4. 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.

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

6. 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.

7. 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.

8. 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.

9. 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.

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

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

F. 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 punchlist items identified in the Contractor prepared initial punchlist. 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. A sample form is attached to the Scope as Exhibit 1.

8. Recalibrate the design phase 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 to the design during construction

III. ADDITIONAL RESPONSIBILITIES AND REPRESENTATIONS WITHIN THE ARCHITECT'S BASE SCOPE OF SERVICES

Architect shall:

- A. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria. On projects where template specifications are furnished by the Commission, the Architect is responsible to amend any template specifications sections which do not adhere to 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.
- B. 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, material and product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.
- C. Develop a furniture, fixture and equipment plan to locate electronic devices, including power, data, communications, security and life safety equipment.
- D. 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.
- E. 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.

F. 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 Public Building Commission. An updated model must be provided with each milestone submittal during the design of the Project.

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

I. Administer the Project's LEED compliance and submittal program, including providing all submittals to the USGBC. Administer LEED compliance as part of Architect's construction administration for the project.

1. Register the project as a LEED project in the Schematic Design Phase.
2. Coordinate, assemble and submit the design phase package to the LEED Authority during the Bid/Award phase.
3. Review construction phase LEED submittals for completeness and compliance with LEED credit requirements. Provide comments, in Architect's role as project LEED administrator. Expedite review and submittal of construction phase submittals to the LEED Authority at the completion of construction.
4. Coordinate responses to LEED Authority review: compile reviewer comments, assign responsibilities to required responders, establish schedule for responses to ensure timely re-submittal, review responses for compliance with credit and comment requirements, and re-submit to LEED Authority.
5. Submit Credit Interpretation Requests (CIR) at the direction of the Authorized Commission Representative.

J. The Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not necessarily 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.

K. 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.

L. Assist the Commission with warranty inspection at 11 months following Substantial Completion of the Project.

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.

IV ADDITIONAL SERVICES

The following Additional Services may be authorized in writing by the Commission. If requested by the Authorized Commission Representative, and subject to the execution of a written Amendment

in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in accordance with the requirements of Schedule D:

- A. Architect may be required to provide detailed specifications and coordinate the bidding and installation of Fixtures, Furnishings and Equipment (FF&E) not covered in the Project, sculpture, murals and other related features and special equipment not included in the construction contract.
- B. Architect may be required to provide consultation concerning replacement of any work damaged or destroyed by fire or other cause during construction and furnish additional services as may be required in connection with the replacement of the work.
- C. Architect may be required to provide additional services made necessary by the default of the contractor in the performance of the construction contract.

ATTACHMENT 2

**REVISED SCHEDULE B
PROJECT DOCUMENTS
12 DISTRICT POLICE STATION
PS624 Amendment 5**

CONCEPTUAL DESIGN PACKAGE

PHASE I & II ENVIRONMENTAL REPORT

GEOTECHNICAL REPORT

CHA DRAWINGS & DEMO SPECIFICATIONS, DATES AS NOTED

1418 S. ASHLAND SITE - 100% CD DOCUMENTS, DATED JULY 6, 2007

1418 S. ASHLAND SITE – COST ESTIMATE – FAITHFUL & GOULD, DATED JULY 27, 2007

1418 S. ASHLAND SITE – COST ESTIMATE - CCS, DATED AUGUST 21, 2007

1418 S. ASHLAND SITE – DOCUMENT REVIEW COMMENTS - MILHOUSE, DATED AUGUST 17, 2007

**ATTACHMENT 3
PROJECT SCHEDULE
12 DISTRICT POLICE STATION
PS624 Amendment 5**

A Site Preparation: Scope Development Phase:

Scope Development: Schematic Design documents shall be completed not later than 10.16.09.

B Site Preparation: Construction Documents Phase:

1. 75% Construction Documents: 75% Construction Documents shall be completed within 20 calendar days after completion of Schematic Design.
2. 100% Construction Documents. 100% Construction Documents shall be completed within 21 calendar days after completion of Schematic Design.

C Site Preparation: Construction Phase Services:

Site Preparation work is anticipated to complete not later than 3.15.10.

D Building: Schematic Design Phase:

Schematic Design documents shall be completed not later than 10.16.09

E Building: Design Development Phase:

Design Development Documents shall be completed within 50 calendar days after completion of Schematic Design.

F Building: Construction Documents Phase:

1. 60% Construction Documents: 60% Construction Documents shall be completed within 40 calendar days after the date of written approval of the Design Development Phase issued by the Authorized Commission Representative.
2. 90% Construction Documents. 90% Construction Documents shall be completed within 15 calendar days after the date Architect receives final written comments on its 60% Construction Documents Deliverable issued by the Authorized Commission Representative.
3. 100% Construction Documents. 100% Construction Documents shall be completed within 15 calendar days after the date Architect receives final written comments on its 90% Construction Documents Deliverable issued by the Authorized Commission Representative.

G Building: Bid and Award Phase:

The Bid and Award phase of the project, from bid advertisement to bid opening through final contract award, is anticipated to require 42 calendar days to complete.

H Building: Construction Phase Services:

Construction of the Project building is anticipated to require 591 calendar days to complete after issuance of Notice to Proceed to the contractor.

I Building: Time of Completion:

Time of completion for the Schematic Design, Design Development 60%, 90%, and 100% Construction Documents, Bid and Award, and Construction Phase Services to be provided shall be as stated above. Any time adjustments to the above phases shall be authorized in writing by the Commission.

J The Architect

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

**ATTACHMENT 4
REVISED SCHEDULE C
COMPENSATION OF THE ARCHITECT
Police District 12
PS624 Amendment 5**

I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a Fixed Fee ("Fee") of **\$1,562,964.00**. The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Total costs for Amendment 5 - Fixed fee of \$1,117,822.00.00 for the Basic Services and a not to exceed amount of \$230,340.00 for reimbursable expenses.

Allocation of Fee for AMENDMENT 5:

Site Preparation		\$110,500.00
Scope Development	35%	\$38,675.00
Construction Documents	40%	\$44,200.00
Bidding Phase Services	5%	\$ 5,525.00
Construction Phase Services	15%	\$16,575.00
Project Close-out	5%	\$ 5,525.00
Design/ Engineering of Building:		\$1,007,322.00
Schematic Design	15%	\$151,098.30
Design Development	20%	\$201,464.40
Construction Documents	35%	\$352,562.70
Bidding Phase Services	5%	\$ 50,366.10
Construction Phase Services	20%	\$201,464.40
Project Close-out	5%	\$ 50,366.10

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

II. BILLING RATES AND COMPENSATION FOR ADDITIONAL SERVICES

- A. The Commission shall compensate the Architect for Additional Services on either a negotiated Lump Sum Fee basis or a Time Card Not-to-Exceed Fee basis as agreed to by the Architect and approved by the Commission in the form of an Amendment issued in accordance with Section 4.13 of this Agreement. In the case of Time Card billings, rates of reimbursement for the Architect's employees (and employees of any Subconsultant performing Additional Services) will be the actual base salaries paid to the specific employee performing the services times a 2.5 multiplier.

The 2.5 multiplier will fully compensate the Architect for all direct and indirect costs associated with the Additional Services. Indirect costs included in the multiplier shall constitute full and complete compensation to the Architect for labor burden costs (including Workers' Compensation insurance, FICA, SUTA, health benefits, long term disability benefits, pensions and similar contribution and other statutory and non-statutory employee benefits), indirect administrative expenses, general and administrative expenses, overhead, additional premium costs for insurance (including but not limited to general liability, professional liability, valuable papers and automobile, but excluding additional insurance premium costs for specialty subconsultants and Subcontractors), computer and related charges, postage and handling charges, parking and mileage charges, telephone service (including local calling charges), profit, and all items not specifically identified below as "Reimbursable Expenses."

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.
- C. Reimbursable Expenses shall not exceed **\$245,888.00** except as approved by the Commission in the form of an Amendment issued in accordance with Section 4.13 of this Agreement

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 with the exception of Project Close-out phase services that will be paid in one lump sum after the completion Date of Services.

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

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

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 Commission's Accounts Payable Department clearly noting the contract numbers for approval.

Request for Proposal - Architect of Record for New Construction - Proposed Fee Schedule

Public Building Commission - Richard J. Daley Center - 50 West Washington, Room 200 - Chicago, Illinois 60602 - Tel: 312.744.3000 - Fax: 312.744.8005

Project Name: 12th District Police Station
Date: 8/11/2009

Architect of Record:

Contact Name: Kevin Curran

Phone: 312.xxx.xxx

Basic Services Fee - Building Construction and Site Development SOW		Fee Breakdown by Project Phase									
Service Category	Service Provider	M/WBE Affiliation	Percentage of Project Team	Proposed Total Fee	Schematic Design 15%		Construction Documents 35%		Bidding	Contract Administration	Project Close-Out
					\$	%	\$	%	\$	\$	\$
Architectural/Interior	VOA		52.7%	\$ 530,372.00	\$ 79,555.80	\$ 106,074.40	\$ 185,830.20	\$ 26,518.60	\$ 106,074.40	\$ 26,518.60	
LEED Consulting	VOA		2.8%	\$ 27,950.00	\$ 4,192.50	\$ 5,590.00	\$ 9,782.50	\$ 1,397.50	\$ 5,590.00	\$ 1,397.50	
Civil Engineering	TERRA	WBE	5.1%	\$ 51,000.00	\$ 7,650.00	\$ 10,200.00	\$ 17,850.00	\$ 2,550.00	\$ 10,200.00	\$ 2,550.00	
Landscaping Architecture	VOA		2.5%	\$ 25,000.00	\$ 3,750.00	\$ 5,000.00	\$ 8,750.00	\$ 1,250.00	\$ 5,000.00	\$ 1,250.00	
Structural Engineering	MATRIX	MBE (AA)	14.7%	\$ 148,000.00	\$ 22,200.00	\$ 29,600.00	\$ 51,800.00	\$ 7,400.00	\$ 29,600.00	\$ 7,400.00	
MEP Engineering	PRIMERA	MBE (H)	22.3%	\$ 225,000.00	\$ 33,750.00	\$ 45,000.00	\$ 76,750.00	\$ 11,250.00	\$ 45,000.00	\$ 11,250.00	
Electrical Engineering	PRIMERA	MBE (H)	#VALUE!	Included	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	
Pumping & Fire Protection Engineering	PRIMERA	MBE (H)	#VALUE!	Included	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	\$	\$	\$	\$	\$	\$	\$	
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	#DIV/0!	\$	\$	\$	\$	\$	\$	\$	
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	#DIV/0!	\$	\$	\$	\$	\$	\$	\$	
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	\$	\$	\$	\$	\$	\$	\$	
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	\$	\$	\$	\$	\$	\$	\$	
Proposed Total Fee for Basic Services associated with the Building Construction SOW				\$ 1,007,322.00	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

Building Construction and Site Development SOW Comments:

- 1. XX
- 2. XX
- 3. XX
- 4. XX
- 5. XX

Project Delivery Method:		Service Provider		M/WBE Affiliation		Percentage of Project Team		Proposed Total Fee		Scope Development		Construction Documents		Bidding Assignment		Contract Administration		Project Close-Out	
eg: JOC, Lump Sum Bid, Agency CM, etc		VOA				42.1%		\$ 46,500.00		35%		40%		5%		15%		5%	
Service Category	Architect	Service Provider	VOA	M/WBE Affiliation		Percentage of Project Team	42.1%	Proposed Total Fee	\$ 46,500.00	Scope Development	35%	Construction Documents	40%	Bidding Assignment	5%	Contract Administration	15%	Project Close-Out	5%
Cost Consulting		Per Reimbursable	VOA			#VALUE!	4.9%	\$ 5,000.00	\$ 1,275.00	#VALUE!	18,600.00	\$ 18,600.00	\$ 2,325.00	\$ 2,325.00	\$ 6,975.00	\$ 2,325.00	\$ 2,325.00		
LEED Consulting			VOA			#VALUE!	17.2%	\$ 19,000.00	\$ 6,650.00	\$ 7,600.00	\$ 2,000.00	\$ 2,000.00	\$ 2,560.00	\$ 950.00	\$ 2,560.00	\$ 2,560.00	\$ 950.00	\$ 2,560.00	\$ 950.00
Civil Engineering		TERRA	WBE			#VALUE!	9.0%	\$ 10,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00
Structural Engineering		MATRIX	MBE (AA)			#VALUE!		\$ 30,000.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 12,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00
MEP Engineering (Site Design)		PRIMERA	MBE (H)			#VALUE!		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other		PROVIDE NAME	eg: MBE (AA, H, A) or WBE			#DIV/0!		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other		PROVIDE NAME	eg: MBE (AA, H, A) or WBE			#DIV/0!		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other		PROVIDE NAME	eg: MBE (AA, H, A) or WBE			0.0%		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other		PROVIDE NAME	eg: MBE (AA, H, A) or WBE			0.0%		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Proposed Total Fee for Basic Services associated with the Site Preparation SOW								\$ 110,500.00	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

Site Preparation SOW Comments:

- 1. XX
- 2. XX
- 3. XX
- 4. XX
- 5. XX



Request for Proposal - Architect of Record for New Construction - Proposed Fee Schedule

Public Building Commission - Richard J. Daley Center - 50 West Washington, Room 200 - Chicago, Illinois 60602 - Tel: 312-744-3900 - Fax: 312-744-3805

Project Name: 12th District Police Station
 Date: 8/7/2009

Architect of Record:

Contact Name: Kevin Curren

Phone: 312.xxx.xxx

AOR Reimbursable Consultant Allowances

Survey	NA		Comments
Survey			
Cost Consulting			If Required
Geotechnical Testing/Reporting	\$	60,920.00	REQUIRED
Audio/Visual Consulting	\$	14,450.00	REQUIRED
Information Technology Consulting	\$	20,000.00	REQUIRED
Reading Consulting		Included in Above	REQUIRED
Hardware Consulting	\$	43,750.00	REQUIRED
Other Specialty Consulting	\$	15,720.00	REQUIRED
Other Specialty Consulting	\$	-	If Required
Other Specialty Consulting	\$	-	If Required
Other Specialty Consulting	\$	-	If Required
Total AOR Reimbursable Consultant Allowances \$		154,840.00	

Reimbursable Expenses

Reimbursable Printing		Comments
Reimbursable Messinger	\$	65,000.00
Expense	\$	7,500.00
Expense	\$	-
Expense	\$	-
Total Reimbursable Expenses \$		72,500.00

Total Fee Proposal Value \$ 1,345,162.00

Allowances/Special Considerations

Relocate Storm Sewer in W/ 14th Place (TERRA - WBE)		Comments
Allowance	\$	3,000.00
Allowance	\$	-
Allowance	\$	-
Allowance	\$	-
Total Allowances/Special Considerations \$		3,000.00

Notes:

1. Unless noted otherwise, the Public Building Commission will procure the following consultants: Commissioning Agent / Authority, Environmental Testing / Consulting
2. Unless noted otherwise, the Site Preparation Scope of Work includes, but is not limited to, Site Remediation, Geotechnical Site Preparation, and Site Utility Work to S-5' from the building footprint
3. Unless noted otherwise, the Building Construction Scope of Work includes, but is not limited to, Building Construction, F&E, and Site Utility connection
4. Refer to Schedule D of the contract language for terms regarding Architect Compensation, including allowed reimbursable expenses.
5. Please note the project delivery method, as different delivery methods require different levels of document preparation.

Signature of the Architect of Record



Date

8/11/09

**VOA Maximum Hourly Fee Schedule
Direct Labor Rates by Position
August 2009**



Position:	2009	2010	2011	2012
Principal	\$100.00	\$104.00	\$108.16	\$112.49
Senior Project Manager	\$60.00	\$62.40	\$64.90	\$67.49
Project Manager	\$54.00	\$56.16	\$58.41	\$60.74
QA/QC Technical Coordinator	\$85.00	\$88.40	\$91.94	\$95.61
Senior Interior Designer	\$60.00	\$62.40	\$64.90	\$67.49
Project Architect	\$44.00	\$45.76	\$47.59	\$49.49
Staff Architect	\$35.00	\$36.40	\$37.86	\$39.37
Staff Interior Designer	\$35.00	\$36.40	\$37.86	\$39.37
Senior Landscape Designer	\$80.00	\$83.20	\$86.53	\$89.99
Landscape Designer	\$35.00	\$36.40	\$37.86	\$39.37
Administrative Staff	\$28.00	\$29.12	\$30.29	\$31.50

Project Role	2009/10										Total Hours/ Role	Estimated Fee	
	Hours/Phase												
	35%	40%	20%	5%	100%	35%	40%	20%	5%	100%			
VOA -Site Prep													
Principal	\$ 250.00	\$ 100.00										0	\$ -
PM	\$ 135.00	\$ 54.00										0	\$ -
PA	\$ 92.00	\$ 36.80	61	71	54	15						201	\$ 27,135
GA/QC & Technical	\$ 212.50	\$ 85.00	52	136	46	30						264	\$ 24,288
Landscape Sr. Designer	\$ 200.00	\$ 80.00										0	\$ -
Landscape Designer	\$ 87.50	\$ 35.00										0	\$ -
Clerical	\$ 70.00	\$ 28.00										0	\$ -
Total Hours/Phase			113	207	100	45						465	\$ 51,423
Percentage Phase			24%	45%	22%	10%						0%	

Project Role	2009/10										Total Hours/ Role	Estimated Fee	
	Hours/Phase												
	15%	20%	35%	5%	20%	5%	100%	15%	20%	35%			5%
VOA -Building and Site Design													
Principal	\$ 250.00	\$ 100.00	6	6	16	10						8	\$ 11,500
PM	\$ 135.00	\$ 54.00	167	294	484	72	558					1673	\$ 225,855
PA	\$ 92.00	\$ 36.80	276	406	596	32	1904					3412	\$ 313,904
GA/QC & Technical	\$ 212.50	\$ 85.00		8	20	24						52	\$ 11,050
Landscape Sr. Designer	\$ 200.00	\$ 80.00	15	22	28							65	\$ 13,000
Landscape Designer	\$ 87.50	\$ 35.00	20	58	68							146	\$ 12,775
Clerical	\$ 70.00	\$ 28.00	2									2	\$ 140
Total Hours/Phase			486	794	1212	138	2462					5396	\$ 588,224
Percentage Phase			9%	15%	22%	3%	46%					6%	



Primera Engineers, Ltd.
Maximum Hourly Direct Labor Rates by Position

Engineers/Architects	2009	2010	2011	2012	2013	2014
Principal	\$82.40	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Senior Project Manager	\$74.28	\$77.00	\$79.00	\$81.00	\$83.00	\$85.00
Project Manager	\$59.82	\$62.00	\$64.00	\$66.00	\$68.00	\$70.00
Technology Manager / Engineer V	\$55.75	\$57.00	\$59.00	\$61.00	\$63.00	\$65.00
Architect IV	\$54.47	\$56.00	\$58.00	\$60.00	\$62.00	\$64.00
Engineer IV	\$51.50	\$53.00	\$55.00	\$57.00	\$59.00	\$61.00
Designer IV	\$47.99	\$49.00	\$50.00	\$52.00	\$54.00	\$56.00
Construction Engineer IV	\$58.95	\$59.00	\$61.00	\$63.00	\$65.00	\$67.00
Field Tech IV	\$42.85	\$44.00	\$45.00	\$46.00	\$47.00	\$48.00
Architect III	\$35.36	\$36.00	\$37.00	\$38.00	\$39.00	\$40.00
Engineer III	\$43.98	\$45.00	\$46.00	\$47.00	\$48.00	\$49.00
Designer III	\$41.21	\$42.00	\$43.00	\$44.00	\$45.00	\$46.00
Construction Engineer III	\$39.78	\$41.00	\$42.00	\$43.00	\$44.00	\$45.00
Field Tech III	\$35.70	\$37.00	\$38.00	\$39.00	\$40.00	\$41.00
Architect II	\$23.14	\$24.00	\$25.00	\$26.00	\$27.00	\$28.00
Engineer II	\$41.20	\$42.00	\$43.00	\$44.00	\$45.00	\$46.00
Designer II	\$36.05	\$37.00	\$38.00	\$39.00	\$40.00	\$41.00
Construction Engineer II	\$37.82	\$39.00	\$40.00	\$41.00	\$42.00	\$43.00
Field Tech II	\$33.60	\$35.00	\$36.00	\$37.00	\$38.00	\$39.00
Project Coordinator II	\$32.14	\$33.00	\$34.00	\$35.00	\$36.00	\$37.00
Architect I	\$18.91	\$19.00	\$20.00	\$21.00	\$22.00	\$23.00
Engineer I	\$33.48	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00
Designer I	\$28.84	\$30.00	\$31.00	\$32.00	\$33.00	\$34.00
Construction Engineer I	\$22.28	\$23.00	\$24.00	\$25.00	\$26.00	\$27.00
CAD Supervisor	\$32.96	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00
CAD Drafter II	\$28.89	\$30.00	\$31.00	\$32.00	\$33.00	\$34.00
CAD Drafter I	\$27.81	\$29.00	\$30.00	\$31.00	\$32.00	\$33.00
Administrative Supervisor	\$36.05	\$37.00	\$38.00	\$39.00	\$40.00	\$41.00
Administrative Assistant	\$26.35	\$27.00	\$28.00	\$29.00	\$30.00	\$31.00

All rates are subject to change annually on March 1st.

MATRIX

Matrix Engineering Corporation Direct Hourly Rates

Position Classification	Maximum Direct Hourly Rates				
	2009	2010	2011	2012	2013
Principal	\$72.00	\$75.50	\$80.00	\$83.50	\$88.00
Associate	\$48.00	\$50.00	\$52.50	\$55.00	\$58.00
Senior Project Engineer	\$44.00	\$46.20	\$48.50	\$51.00	\$53.50
Project Engineer	\$36.00	\$37.80	\$40.00	\$41.70	\$43.80
Draftsperson	\$28.00	\$29.50	\$31.00	\$32.50	\$34.00

PBC / 12th District Police Station

(Building Construction)

Matrix Engineering Corporation	Planning & Schematic Design		Design Development	Construction Documents	Bidding & Negotiation	Construction Administration	Project Acceptance & Close Out	LEED Services
	Hours	Hours						

Structural Engineering

Gene C. Mojekwu, Principal-in-Charge of Structural Engineering	6	24	32	6	16	3		
Susan Khalifah, Structural Project Manager	24	60	80	32	76	24		
Sudhir Singameshi, Structural Project Engineer	40	150	330	40	300	32		
Eric Malone, Drafter	18	48	100					

TOTAL BASIC SERVICES HOURS

	90	290	542	80	382	59	0
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PBC / 12th District Police Station

(Site Preparation & Telecommunications Tower)

Matrix Engineering Corporation	Planning & Schematic Design		Design Development	Construction Documents	Bidding & Negotiation	Construction Administration	Project Acceptance & Close Out	LEED Services
	Hours	Hours						

Structural Engineering

Gene C. Mojekwu, Principal-in-Charge of Structural Engineering	1	2	2			2		
Susan Khalifah, Structural Project Manager	4	12	18	4	8	4		
Sudhir Singameshi, Structural Project Engineer	8	40	66		16			
Eric Malone, Drafter								

TOTAL BASIC SERVICES HOURS

	13	54	84	4	26	4	0
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MAXIMUM HOURLY LABOR RATES
Contract Term: 2008 thru 2013

SUBCONSULTANT: Terra Engineering, Ltd.

Job Classification	Year 1: 2008 -2009		Year 2: 2009-2010		Year 3: 2010-2011		Year 4: 2011-2012		Year 5: 2012-2013	
	Hourly Rate Range	Std. Per Hour	Hourly Rate Range	Std. Per Hour	Hourly Rate Range	Std. Per Hour	Hourly Rate Range	Std. Per Hour	Hourly Rate Range	Std. Per Hour
Principal	\$66.50 - \$68.00		\$70.00 - \$72.00		\$74.00 - \$76.00		\$78.00 - \$80.00		\$82.00 - \$84.00	
Sr. Project Manager	\$61.00 - \$65.00		\$64.00 - \$68.00		\$67.00 - \$71.50		\$70.50 - \$75.00		\$74.00 - \$79.00	
Project Manager	\$40.00 - \$60.00		\$42.00 - \$63.00		\$44.00 - \$66.00		\$46.00 - \$69.00		\$48.00 - \$72.00	
Sr. Project Engineer	\$45.00 - \$60.00		\$47.00 - \$63.00		\$49.00 - \$66.00		\$51.00 - \$69.00		\$53.00 - \$72.00	
Project Engineer	\$32.00 - \$42.00		\$34.00 - \$44.00		\$36.00 - \$46.00		\$38.00 - \$48.00		\$40.00 - \$50.00	
Chief Structural Engineer	\$52.00 - \$56.00		\$55.00 - \$59.00		\$58.00 - \$62.00		\$61.00 - \$65.00		\$64.00 - \$68.50	
Structural Engineer	\$45.00 - \$50.00		\$47.50 - \$52.50		\$50.00 - \$55.00		\$52.50 - \$58.00		\$55.00 - \$61.00	
Landscape Architect	\$42.00 - \$46.00		\$44.00 - \$48.00		\$46.00 - \$50.00		\$48.00 - \$53.00		\$50.00 - \$56.00	
Survey Manager	\$44.00 - \$50.00		\$46.50 - \$52.50		\$49.00 - \$55.00		\$51.50 - \$58.00		\$54.00 - \$61.00	
Survey Crew	\$50.00 - \$60.00		\$53.00 - \$63.00		\$55.00 - \$66.00		\$58.00 - \$69.00		\$61.00 - \$72.00	
Surveyor	\$25.00 - \$35.00		\$26.50 - \$37.00		\$29.50 - \$39.00		\$31.00 - \$41.00		\$33.00 - \$43.00	
Instrument Man	\$20.00 - \$25.00		\$21.00 - \$26.50		\$22.00 - \$28.00		\$23.00 - \$29.50		\$24.50 - \$31.00	
GIS Manager	\$26.00 - \$30.00		\$27.50 - \$31.50		\$29.00 - \$33.00		\$30.50 - \$35.00		\$32.00 - \$37.00	
GIS Analyst	\$24.00 - \$28.00		\$25.00 - \$29.50		\$26.50 - \$31.00		\$28.00 - \$33.00		\$29.50 - \$35.00	
Planner	\$19.00 - \$25.00		\$20.00 - \$26.50		\$21.00 - \$28.00		\$22.00 - \$29.50		\$23.00 - \$31.00	
Cad Manager	\$24.00 - \$32.00		\$25.50 - \$34.00		\$27.00 - \$36.00		\$28.50 - \$38.00		\$30.00 - \$40.00	
Cad Technician	\$23.00 - \$30.00		\$24.00 - \$32.00		\$25.00 - \$34.00		\$26.00 - \$36.00		\$27.00 - \$38.00	
Senior Technician	\$26.00 - \$30.00		\$27.00 - \$32.00		\$28.00 - \$34.00		\$29.00 - \$36.00		\$30.00 - \$38.00	
On-Site Representative	\$25.00 - \$30.00		\$26.00 - \$32.00		\$27.00 - \$34.00		\$28.00 - \$36.00		\$29.00 - \$38.00	
Clerical	\$17.00 - \$26.00		\$18.00 - \$28.00		\$19.00 - \$30.00		\$20.00 - \$32.00		\$21.00 - \$34.00	

12th District Police Station

Date: 8/10/2009

Fee by Phase Breakdown and Manhour Estimate

	Fee Percentage Allocation	Total Lump Sum Fee	Manhour Estimate					
			Chris Harris, Chief estimator	Jignesh Shah Lead Estimator	Stefan Laxgang Senior Estimator	Sam Moreyno Mech estimator	Kim Palmer Elec estimator	Chris Harris, Chief estimator - Meetings
Site Preparation Package								
			\$ 62.00	\$ 58.00	\$ 46.00	\$ 46.00	\$ 46.00	\$ 62.00
			2.5	2.5	2.5	2.5	2.5	2.5
Scope Development		\$ -						
75% CD		\$ 4,320.00	12		16			0
100%CD		\$ 3,700.00	12		16			0
Reconciliation		\$ 2,480.00	16					0
Construction Administration		\$ -	0					0
Project Close-Out		\$ -	0					0
Total Proposed Fee		\$ 10,500.00	40	0	32	0	0	4
Building Construction and Site Development								
Schematic Design		\$ 13,340.00	24	24	24	12	12	4
VE		\$ 2,480.00	16					
Design Development		\$ 14,280.00	36	24	16	12	12	4
Reconciliation		\$ 2,480.00	16					
60% Construction Documents		\$ 6,800.00	12	6	6	12	12	4
Reconciliation		\$ 2,480.00	16					
90% Construction Documents		\$ 4,860.00	8	8		8	8	4
100% Construction Documents		\$ 3,700.00	8			8	8	4
Reconciliation		\$ -						0
Bidding		\$ -	0					0
Construction Administration		\$ -	0					0
Project Close-Out		\$ -	0					0
Total Proposed Fee		\$ 50,420.00	136	62	46	52	52	20

Reimbursable Expense Estimate

Printing	\$ -
Plotting	\$ -
Reproduction & distribution of Drawings	\$ -
Shop Drawing, Printing & Distribution	\$ -
Other	\$ -
Total	\$ -

by VOA; 2 sets full size

TOTAL FEE \$ 60,920.00

Correct Electronics, Inc.
Maximum Hourly Fee Schedule
Direct Labor Rates by Position
August 2009

Staff:	2009	2010	2011	2012
Mark Coyle	\$46.40	\$48.26	\$50.19	\$52.19

Correct Electronics, Inc.

1783 South Washington, Suite 110, PMB 386, Naperville, IL 60565

Voice: 630-689-1190 Fax: 630-839-4172

www.correctelectronics.us

Exhibit A Based on 116.00 per hr

<u>Base Price:</u>	15,720.00	135.52 hrs
<u>Type of System</u>		
Detention Electronics	10,560.00	91.03 hrs
Detention Hardware	5,160.00	44.48 hrs
Total	15,720.00	135.52 hrs
<u>Allocation of Fee</u>		
Schematic Design	2358.00	20.33 hrs
Design Development	3144.00	27.10 hrs
Construction Documents	5502.00	47.43 hrs
Bidding Phase Services	786.00	6.78 hrs
Construction Phase Services	3144.00	27.10 hrs
Project Close-Out	786.00	6.78 hrs
Total	15720.00	135.20 hrs

Note:

Price is based upon doing Electronics and Hardware. If these are separated prices will change.

KEY PERSONAL

Mark A. Coyle

30 + years experience in Electronic Security Systems

Member: American Correctional Association

PRESIDENT

Correct Electronics Inc. (Security Consulting Firm)

1995 - PRESENT



Hutchinson Design Group, Ltd.

232 E. Main Street
Barrington, Illinois 60010

847.756.4450 v
847.756.4451 f

HutchinsonDesign
Group.com

August 7, 2009

**12TH DISTRICT POLICE STATION
ROOF CONSULTING SERVICES
14th and Blue Island,
Chicago, IL**

HOURLY RATE SCHEDULE (TIME & MATERIALS)

Hourly Rates:

Principal	\$55.00
Registered Roof Consultant	\$35.00
Draftsman.....	\$20.00
Administrative.....	\$16.50

Hourly rates are subject to increase on the first of January per annum.

Materials:

Production Fees:

Colored photo copies	\$0.80 per page, assembly at hourly rate
Black and white copies	\$0.15 per page
Printing, mail, UPS/FedEx, etc. at 1.1 times cost	

Car Travel: \$0.55 per mile
Parking and Tolls at direct cost

Travel Time: Based on our hourly rates

**Ground Engineering Consultants
Maximum Hourly Fee Schedule
Direct Labor Rates by Position
August 2009**

Staff:	2009	2010	2011	2012
Robert G. Lukas	\$50.00	\$52.00	\$54.08	\$56.24
Safdar A. Gill	\$55.00	\$57.20	\$59.49	\$61.87

**ATTACHMENT 5
REVISED PROFESSIONAL SERVICES AGREEMENT
ARCHITECT OF RECORD
PS624 Amendment 5**

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:

Agreement. This Agreement for Architect-of-Record Services, between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.

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.

AOR's Estimate of Probable Construction Cost. The Architect's professional opinion of the cost to necessary construct the Project and furnish all items required to complete the Project as described in the corresponding design phase Deliverables prepared by the Architect in accordance with the Agreement.

Authorized Commission Representatives. One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission

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.

Construction Budget. The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents to be prepared by the Architect in accordance with this Agreement. The Construction

Budget does not include any payments made to the Architect or Commission Consultants or reimbursable expenses pursuant to Schedule C.

Additional Services. Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.

Contract Documents. All of the Contract documents for the construction and improvement of the Project including the Bidding Instructions, Standard Terms and Conditions for Construction Contracts, Technical Specifications, Drawings, Addenda, Bulletins and Modifications to those parts.

Day. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.

Deliverables. The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required, under this Agreement, to provide to the Commission.

(k) **Design Architect.** The Design Architect is the person retained by the Commission for the purpose of preparing the prototype and concept design documents for the Project.

Key Personnel. Those job titles and individuals identified in Schedule F.

Project. 12TH District Police Station

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

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

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.

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.

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

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.

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

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.

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 F. Upon that notice Architect must immediately suspend the Key Person or Key Persons from performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.

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

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

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

Section 4.06 Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use

every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, 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.

Section 4.09 Weekly Meetings. Weekly meetings for the Project and project Team will be scheduled upon the Commission's request for the duration of the Services. The Architect will cause such meetings to be attended by appropriate personnel of the Design Team engaged in performing or knowledgeable of the Services.

Section 4.10 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 4.11 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. This includes, but is not limited to, a thorough review by the Architect of any design documents and/or prototype for the Project prepared by the Commission's Design Architect. The Commission expects the Architect to undertake a thorough review of the concept design documents and/or prototype, and to identify any errors, omissions, inconsistencies or ambiguity in the concept design, as well as any changes in any pertinent code that may have occurred. Regardless of any errors, omissions, inconsistencies or ambiguity in the concept design and/or prototype, the Commission will hold the Architect solely and completely responsible for any and all errors, omissions, inconsistencies and ambiguity in Architect's Deliverables, including, but not limited to, the construction documents for the Project. 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 4.12 Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify negligent errors, omissions or ambiguities. The Commission has a committee that reviews the project for alleged errors and omissions by the Architect. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Architect will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, damages incurred by the Commission resulting from errors or omissions in the construction documents prepared by the Architect. The Commission may withhold payments, in whole or in

part, for a material breach of the Agreement, including but not limited, to the Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of this Agreement.

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

Section 4.13 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 4.14 Representation and Covenant by Consultant. Neither the Architect nor any affiliate of the Architect is listed on any of the following lists maintained by the Office Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 4.15 Subcontract Terms and Conditions. Architect shall include a provision in any and all subcontracts that Architect may enter into for the performance of the Services that states that the subcontractor shall comply with the terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each subcontract for the performance of the Services shall provide that the Commission is a third-party beneficiary to the subcontract, and may enforce any of the subcontract terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Nothing in this Agreement, nor any subcontract to this Agreement, shall state, imply or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of the Architect or Architect's subcontractors. Each subcontract shall further require that by executing the subcontract, the subcontractor consents to an assignment of the subcontract by the Architect to the Commission upon the request of the Commission for such assignment.

Article V. TERM

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

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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

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 C. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect's Services.

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 C. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance with the provisions of Attachment 3 to Amendment 5, establishing a revised Completion Date of Services, and Architect will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

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

Section 5.05 Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the

performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

Article VI. COMPENSATION OF ARCHITECT; REIMBURSEMENT FOR EXPENSES

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

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

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

- a. Information. The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.
- b. Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.
- c. Site Data. To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
 - i. A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.
 - ii. A certified title.
 - iii. Information concerning locations, dimensions and data pertaining to existing buildings and other improvements

- iv. Title information as to restrictions, easements, zoning and deed restrictions.
 - v. Information concerning availability of both public and service and utility lines. See Schedule A for more details.
 - vi. If the Architect does procure these or any other services at the request of the Commission, the Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Architect be vicariously liable for the procured services.
- d. Tests and Reports. To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule C.
- e. Architect's Rights and Obligations with Respect to Commission-Provided Information ("CPI"). Architect may rely upon the CPI provided by the Commission as described in this Section 7.01, provided, however, that the Commission expects the Architect to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Architect to do so for the proper performance of the Services under this Agreement. The Commission makes no warranties and representations with respect to the accuracy of the information provided. Architect must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Authorized Commission Representative. In the event that Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation if, and only if, Architect furnishes reasonable and appropriate evidence that Architect has met its obligation to review and verify the CPI.

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

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

Section 7.04 Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Architect or any party engaged by the Architect, pertaining to the Project and/or the Services will be the property of the Commission. Architect shall provide the Commission with opportunity to

review all such documents and shall provide copies to the Commission upon written request. The Architect may reuse standard details and specifications on other projects.

- a. The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its subcontractors pursuant to this Agreement (the "Work") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- b. The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.
- c. The Architect represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.
- d. In addition, the Architect represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the typical practices and performance standard of this Agreement. The Architect will provide the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Architect will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified by the Commission for any damages resulting from any such future re-use or adaptation of the Work by having the Executive Director and Architect execute an Electronic File Transfer Agreement in the form attached to this Agreement as Exhibit C.

Article VIII. INDEMNIFICATION

Section 8.01 Indemnification. The Architect must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, (including 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 negligent performance or non-performance of the agreement or of any error or omission or negligent or willfully wrongful act of the Architect, or and any person employed by the Architect, or and any Subcontractor retained by the Architect in connection with this Project.

No official, employee or agent of the Commission shall be charged personally by Architect, or by any subcontractor or assignee of Architect, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of the Commission's execution or attempted execution of the Agreement, or because of any breach of the Agreement.

To the extent permissible by law, Architect waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Architect's obligations under this Article VIII, including any claim by any employee of Architect that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq., or any other law or judicial decision (such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The Commission, however, does not waive any limitations it may have on its liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, the Illinois Pension Code, or any other statute.

Article I.X 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 D 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 Attachment 3 to Amendment 5 in this Agreement;
 - ii. Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - iii. Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
 - iv. Discontinuance of the Services for reasons within the Architect's reasonable control; or
 - v. Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
 - vi. The Architect shall have a ten day period to cure following written notice for the events of default listed here.

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

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

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

Article XI. CLAIMS AND DISPUTES

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

Section 11.02 Claim Procedure. The Architect will make all requests for determination of claims in writing, specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Architect; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Authorized Commission Representative will have 30 business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the claim by agreement, but if a negotiated

resolution is not achieved, the Authorized Commission Representative must provide a written ruling within 60 days of receipt of the Claim. However, if the Architect agrees in writing, an extension not to exceed sixty (60) days may be granted by the Executive Director. The Dispute must be filed within thirty (30) days of the receipt of the ruling by the Authorized Commission Representative.

Section 11.03 Dispute Procedure. In the event that the Authorized Commission Representative and Architect 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 receipt of the response by the Commission Representative was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Architect must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Architect disagrees with the Executive Director's final decision, the Architect may file, a common law writ of certiorari in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Architect. However, the Architect must have followed the procedures in this section as a condition precedent to filing a common law writ of certiorari. The Architect shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

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

Article XII. CONFIDENTIALITY

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

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

Article XIII. ASSIGNMENT

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

Article XIV. RELATIONSHIP OF PARTIES

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

Article XV. GENERAL

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 6

REVISED SCHEDULE D INSURANCE REQUIREMENTS PS624 Amendment 5

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

D.1. INSURANCE TO BE PROVIDED

D.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 \$500,000 each accident, illness or disease.

D.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and City of Chicago must be named as additional insureds 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.

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

When any professional Architect performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

D.1.5 Property

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

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

D.1.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Architect must provide, with respect to the operations that Architect or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

D.2. 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 coverage has an expiration or renewal date occurring during the term of this Agreement. The Architect must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission 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 Commission to obtain certificates or other insurance evidence from Architect is not a waiver by the Commission of any requirements for the Architect to obtain and maintain the specified coverage. 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 Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission 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 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changes, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Architect.

The Architect hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission and City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished 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 Commission and the City of Chicago do not contribute with insurance provided by the Architect under the Agreement.

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

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 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 desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

ATTACHMENT 7

**SCHEDULE F
KEY PERSONNEL
PS624 Amendment 5**

STAFFING CHART

Public Building Commission of Chicago
12th District Police Station

Paul Hansen
VOA Associates Incorporated
Project Executive

Kevin Curran, AIA, LEED AP
VOA Associates Incorporated
Project and LEED Consultant Manager

Architecture

Michael Siegel
VOA Associates Incorporated
QA/QC and Technical Coordinator

Matthew Zupancic
VOA Associates Incorporated
Project Architect

Michael Emerson, ASLA
VOA Associates Incorporated
Landscape Architect

VOA Support Staff of 110

Engineering

Primera Engineers, Ltd.
MEP/Fire Protection Engineering and Information
Technology/AV
MBE

Matrix Engineering Corporation
Structural Engineering
MBE

Terra Engineering Ltd.
Civil Engineering
WBE

Correct Electronics
Security Consultant

Faithful + Gould
Cost Consulting

PAUL HANSEN, AIA, NCARB
Project Role: Principal-in-Charge

Mr. Hansen brings more than 30 years of experience to VOA Associates. Mr. Hansen has successfully directed teams in the planning, development and implementation of over two million square feet of space for universities and colleges throughout the country.

Number of Years in Industry 33
With Current Firm 12

Academic Experience Master of Business Administration, University of Chicago, 1976
Bachelor of Architecture, Iowa State University, 1965

Professional Affiliations American Institute of Architects (AIA)
Chicago Chapter of AIA, Board of Directors
International Facilities Management Institute (IFMA)
SCUP Member, Presenter
ACUHO Member, Presenter
Gateway Foundation, Board of Directors, Vice President and Member of Executive Board
NCARB certificate; registered in Illinois, Kentucky, New Mexico, and Indiana

Project Experience **City of Chicago: Chicago, Illinois**
7th, 8th, 12th, 15th & 17th Chicago District Police Stations: The First District police station and annex is a two-story 105,000 square foot masonry structure on a 6.7 acre site. The building houses four primary groups including First District police station, City of Chicago central Lock-up, traffic enforcement offices and public transportation detail offices. The program for the First District station includes a public library, community room, community relations offices, administrative offices, male and female locker rooms, workout room and garage space. The program for the central Lock-up includes 104 cells, five group holding cells, pre-processing and processing area and a two-stall sallyport for secure transfer of prisoners. The facility also includes offices and locker facilities for traffic enforcement and public transportation detail staff. In addition, a state-of-the-art communications system was installed including video arraignment linking prisoners to courtrooms and video conferencing linking officers with other district stations and improved training opportunities. There is also a central secure control room within the processing area that maximizes views and controls points of entry and exit.

Village of Wilmette Police Headquarters: Wilmette, Illinois
Study for the Village of Wilmette Police Headquarters, which included a utilization study, space assessment, quantitative programming, planning study, architectural character studies and total project cost budget development for a 48,000 sf Community Police Station with a Regional Communications Center.

Harbourside, Home of the Swedish Embassy: Washington, D.C.
The 16-acre, technically-challenging, floodplain site will encompass a dramatic new 85,000 square foot Swedish embassy known as the House of Sweden, a new 120,000 square foot speculative office building, an underground parking structure linking both buildings, and a park with public access.

Department of Natural Resources: Springfield, Illinois
Design of a new 200,000 square foot headquarters including general office space, an auditorium, cafeteria, an interpretive/education center and all related site work, including utilities and parking.



PAUL HANSEN, AIA, NCARB
Project Role: Principal-in-Charge

United States Embassy Housing: Tokyo, Japan

New housing facility for United States Embassy personnel and their families in downtown Tokyo. Construction consisted of three residential towers and a series of low-rise single family attached houses incorporating significant parkland development.

United States Embassy Housing: Kinshasa, Zaire

New housing facility for United States Embassy personnel and their families in Kinshasa Zaire. Construction consisted of a walled residential compound containing 40 housing units and support facilities. The architecture was responsive to climactic, cultural and construction techniques of the region.

Capital One: McLean, Virginia

Lecture Center: The Chicago and Washington DC offices of VOA collaborated with East Coast design firm Mancini Duffy on the design of the new \$15 million lecture hall addition. The building houses a 450-seat auditorium, multiple conference rooms, and support spaces for Capital One management. Part of the addition includes a large atrium featuring an extensive garden and water features to be used as a central gathering space for Capital One employees.



KEVIN CURRAN, AIA, NCARB, CSI, LEED AP; SENIOR VICE PRESIDENT

Project Role: Project Manager

Mr. Curran directly supports the team from the conceptual phases of the project to its completion. He is responsible for maintaining a high level of clear communication between team members and for the coordination and production of design development and construction drawings. He works with the team to produce a technically accurate set of documents for the project.

Number of Years in Industry 12
With Current Firm 12

Academic Experience Bachelor of Architecture, University of Notre Dame, 1997
Rome Studies Program, Rome, Italy

Professional Affiliations Registered Architect, Illinois
American Institute of Architects (AIA)
National Council of Architectural Registration Boards of Certification (NCARB)
LEED Accredited Professional
U.S. Green Building Council, member
Chicago Chapter State & Local Government Committee, member
Construction Specifications Institute, member
American Public Works Association, member
Illinois Association of Chiefs of Police, member

Project Experience **Village of Dolton New Police Station and Village Hall:** Dolton, Illinois
VOA was hired by the Village of Dolton to assess and validate the need for a new police facility. The new Police Station will be 38,700 gross square feet with a total construction budget of \$15.5M and a total project budget of \$21M including soft costs. The facility is proposed to be built on a site adjacent to the current municipal campus.

City of Chicago Police Department: Chicago, Illinois
7th, 12th Chicago District Police Stations: LEED consulting and design for Chicago District Police Stations. The 7th District Station has achieved LEED-NC Gold certification. The 12th District Station is also slated for LEED-NC Gold certification.

Village of Wilmette Police Headquarters: Wilmette, Illinois
Study for the Village of Wilmette Police Headquarters, which included a utilization study, space assessment, quantitative programming, planning study, architectural character studies and total project cost budget development for a 48,000 sf Community Police Station with a Regional Communications Center.

City of Chicago Police Department: Chicago, Illinois
1st Chicago District Police Station and Annex: The First District Police Station & Annex is a two-story 105,000 square foot masonry structure on a 6.7 acre site. The building houses four primary groups including First District Police Station, City of Chicago Central Lock-up, Traffic Enforcement Offices and Public Transportation Detail Offices. The program for the First District Station includes a public library, community room, community relations offices, administrative offices, male and female locker rooms, workout room and garage space. The program for the Central Lock-up includes 104 cells, five group holding cells, pre-processing and processing area and a two-stall sallyport for secure transfer of prisoners. The facility also includes offices and locker facilities for Traffic Enforcement and Public Transportation Detail staff. In addition, a state-of-the-art communications system was installed including video conferencing linking officers with other district stations and improved training opportunities. There is also a central secure control room within



KEVIN CURRAN, AIA, NCARB, CSI, LEED AP; SENIOR VICE PRESIDENT
Project Role: Project Manager

the processing area that maximizes views and controls points of entry and exit. Each district station is located on an approximately 4 acre site which includes surface parking for 325 vehicles and extensive landscaping. The District 8 Station also includes a 150 foot high telecommunications tower providing improved communications with 911 and officers serving the area. The First District Police Headquarters also won the 2000 Project of the Year Award - Structures Over \$10 Million from the American Public Works Association - Chicago Metropolitan Chapter *First District Annex: Administrative offices for traffic, public transportation and locker facilities for 600 officers.*

City of Chicago Police Department: Chicago, Illinois

8th, 15th & 17th Chicago District Police Stations: LEED consulting and design for Chicago District Police Stations. The Station includes a state-of-the-art communications system including video conferencing linking officers with other district stations and improved training opportunities. There is also a central secure control room within the processing area that maximizes views and controls points of entry and exit. Each district station is located on an approximately 4 acre site which includes surface parking for 325 vehicles and extensive landscaping. The District 8 Station also includes a 150 foot high telecommunications tower providing improved communications with 911 and officers serving the area.

New York City Police Department: Staten Island, New York

120th Precinct station and central booking, value management review.

North Park University: Chicago, Illinois

Wellness Center: New \$4.6 million facility to house competition athletic facilities, and intramural sports capabilities.

Kennedy-King College: Chicago, Illinois

New community college campus of approximately 467,000 gross square feet, including a nursing school, natural science classroom with laboratory space, athletic department, applied sciences, culinary institute, broadcast-teaching tv studio, center for life long education, child development, career center. Other major components include: bookstore, 300-seat auditorium, library, cafeteria, public television station, and student lounges.

Public Building Commission, City of Chicago: Chicago, Illinois

North Grand High School: Gymnasium and pool for new high school on the west side of Chicago.

Cicero Town Center Development: Cicero, Illinois

Master plan and design for a new 70-acre redevelopment of the former Sportsman's Park in downtown Cicero, Illinois, the first suburb west of Chicago. This historic community has undergone significant growth over the past ten years and this mixed-use development will provide significant public open space as well as retail, entertainment, hotels, sports facilities, senior housing, museums and convention facilities. The centerpiece of this development is a public outdoor/indoor park that becomes the center of public activities throughout the year.

GlenOaks Hospital Emergency Department: Glendale Heights, Illinois

A no-wait emergency department with 18 enclosed treatment bays, 3 trauma rooms and satellite imaging in Glendale Heights, Illinois, as well as oversight of Statement of Conditions report for regulatory purposes.



MIKE SIEGEL, AIA; ASSOCIATE PRINCIPAL
Project Role: Senior Designer

Mr. Siegel has over two decades of experience with a variety of project types including institutional, corporate, development and residential. His responsibilities have ranged from design and project architect to technical and managing architect.

Number of Years in Industry 26
With Current Firm 10

Academic Experience Bachelor of Architecture, Syracuse University, 1983
Florence, Italy, Syracuse University, 1980

Professional Affiliations Registered Architect, Illinois
American Institute of Architects

Project Experience

Village of Wilmette Police Headquarters: Wilmette, Illinois

Study for the Village of Wilmette Police Headquarters, which included a utilization study, space assessment, quantitative programming, planning study, architectural character studies and total project cost budget development for a 48,000 sf Community Police Station with a Regional Communications Center.

Chicago District Police Stations: Chicago, Illinois

8th, 15th and 17th District Stations: VOA has been commissioned to design a total of six Chicago District Police Stations. Each district station is located on an approximately 4 acre site which includes surface parking for 325 vehicles and extensive landscaping. The District 8 Station also includes a 150 foot high telecommunications tower providing improved communications with 911 and officers serving the area.

Village of Dolton New Police Station and Village Hall: Dolton, Illinois

VOA was hired by the Village of Dolton to assess and validate the need for a new police facility. The new Police Station will be 38,700 gross square feet with a total construction budget of \$15.5M and a total project budget of \$21M. The facility is proposed to be built on a site adjacent to the current municipal campus.

Capital One: McLean, Virginia

Lecture Center: The Chicago and Washington, DC, offices of VOA collaborated with east coast design firm Mancini Duffy on the design of this \$15 million lecture hall addition. The building houses a 450-seat auditorium, multiple conference rooms, and support spaces for management. Part of the addition includes a large atrium featuring a bamboo garden to be used as a central gathering space for employees.

Harbourside: Home of Swedish Embassy: Washington, DC

The Swedish embassy in Washington DC are housed in a dramatic 185,000 square foot building situated at the convergence of the Potomac River and Rock Creek in Georgetown. The ground and below-grade levels house formal embassy functions in addition to conferencing facilities and an exhibition and educational center. Office and residential units are housed in the above-grade levels.

Cantigny Estate: Wheaton, Illinois

New executive conference center, including state-of-the-art lecture facility, break-out rooms, dining area, and exterior amphitheater.

North Park University: Chicago, Illinois

Master Plan: The master plan includes new residence halls, new "University Center" consisting of student services and student activities center, new science building, music and classroom expansion, theater remodeling, and consolidation of food services.



MATTHEW ZUPANCIC
Senior Associate, Assoc. AIA

As Project Architect, Mr. Zupancic directly supports the team members from the conceptual phase of the project to its completion. He is responsible for maintaining a high level of clear communication between team members and for the coordination and production of feasibility plans and drawings. Mr. Zupancic is the team member with primary responsibility for the production and implementation of a technically accurate set of construction documents. During construction, Mr. Zupancic's focus shifts to communication with the contractor to ensure that the design intent and technical goals are met.

Number of Years in Industry 7
With Current Firm 6

Academic Experience Bachelor of Architecture, University of Kentucky (2002)

Project Experience

Pershing Courts: Chicago, Illinois
New apartment building consisting of 27 public housing replacement units and 53 affordable units.

Das kinowerks: Chicago, Illinois
Design services for a 22,000 square foot interior and exterior renovation of an existing building into office space. The project is scheduled to be occupied in September 2007.

The Wedge (2800 N. Lincoln): Chicago, Illinois
16,000 square foot mixed-use building.

University of Chicago: Chicago, Illinois
International House: Renovation of the 505-bed, 80-year old International House residence hall.

Kelvyn Park South High School: Chicago, Illinois
As the Architects of Record, VOA was responsible for the completion and coordination of the construction documents and construction administration services for the Public Building Commission. Located on the far West Side of Chicago, the 206,795 square foot Kelvyn High School includes two two-story classroom wings, a performing arts wing including a theater seating 584, a pool and gymnasium, laboratory space, a library, and administrative offices. The exterior of the building is a combination of brick veneer, aluminum panels and architectural precast.

City of Chicago Police Department: Chicago, Illinois
7th Chicago District Police Station: LEED consulting and design for Chicago District Police Stations. The 7th District Police Station has achieved LEED-NC Gold certification.

43rd and Drexel: Chicago, Illinois
As part of the City's mission to revitalize the historic Bronzeville neighborhood, VOA was commissioned to plan a 58 unit residential development which includes 48 town homes and 10 units of affordable housing consisting of 6 flats and 4 duplexes. The site is located in the historic Bronzeville neighborhood on the City's south side at the corner of 43rd Street and South Drexel Boulevard. The homes are sited around a private gated park.



MICHAEL A. EMERSON, ASLA
Senior Vice President

Mr. Emerson has eighteen years of experience in which he has served as the Project manager, planner, historic preservationist, and landscape architect on projects for institutional, public, and commercial ventures. Clients include both public and private interests focusing on architecture, landscape architecture, new town design, site planning, historic preservation, and community development.

Years at VOA 15 (Hire date: 1994)
Years with other firms 3

Academic Experience Master of Architecture, University of Illinois, Urbana-Champaign, IL, 1992
Master of Urban and Regional Planning, University of Illinois, Urbana-Champaign, IL, 1992
Bachelor of Science in Landscape Architecture, Purdue University, West Lafayette, Indiana, 1988

Professional Affiliations Registered Landscape Architect/Indiana
American Society of Landscape Architects (ASLA)
Association of Preservation Technologists (APT)
Preservation Action - Board Member
National Trust for Historic Preservation
Historic Landmarks Foundation of Indiana

Project Experience

Joliet City Master Plan: Joliet, Illinois

The project consists of the preparation of an update to the Joliet City Center Plan by providing professional planning services. The project is intended to create a planning strategy that leads to a vibrant and revitalized downtown core for Joliet with a planning structure designed to guide development of public facilities, attract residential and commercial investment, and outline specific, economically feasible strategies to achieve this within a stipulated timeframe.

The Westin Lombard Yorktown Center: Lombard, Illinois

New 500-room hotel with 50,000 net square feet of conference center space plus support areas, brand restaurants and a multi-level parking garage structure housing 675 vehicles. The total gross building area is approximately 422,200 square feet.

Kaskaskia Hotel: LaSalle, Illinois

Restoration of a historic hotel, originally designed in 1915 by Marshall and Fox, the same designers as the Drake in Chicago, to its former grandeur by restoring the major ground floor spaces such as the lobby, the Ballroom and the dining room and rehabilitating the guest floors into a combination of specialty suites, single King bed rooms, double queen bed rooms all with four star standard accommodations. This six-story hotel still towers above the quiet streets of downtown LaSalle.

Broadway Armory/Chicago Park District: Chicago, Illinois

Renovation of the recreation center, which houses a gymnasium, multi-purpose rooms, a lobby, offices, and a ballroom.

McHenry Riverwalk: McHenry, Illinois

Creation of a mile long public riverwalk along the Fox River and Boone Creek in the City of McHenry, Illinois. The project goals are to design a



MICHAEL A. EMERSON, ASLA
Senior Vice President

riverwalk that will invigorate and revitalize the city's downtown business district, create a destination for the City's residents and improve the ecological characteristics of the existing waterways.

McCormick Place Expansion and Renovation: Chicago, Illinois

Master plan and full design services for expansion of existing North and East Halls, total renovation cost, \$110 million. Provision included the complete renovation of conference facilities, new exhibition and pre-function space, new vehicular and pedestrian entrances, outdoor space renovation and master facilities plan to coordinate with new South Hall expansion.

Boston Convention Center: Boston, Massachusetts

Conceptual design for the 1.5 million square foot facility, in conjunction with ZHA, the project team coordinators, and the Boston Redevelopment Authority.

Navy Pier: Chicago, Illinois

Renovation and Reconstruction Program: Original national design competition winner including: programming, schematic and design development, construction documents and administration for 1.1 million square foot, waterfront, mixed-use urban redevelopment including exhibition spaces, conference facilities, retail areas, a cinema, a museum, restaurants, theaters, and parking.

Albuquerque Station: Albuquerque, New Mexico

Master planning services for a mixed-use revitalization project utilizing the former Santa Fe Railway Repair Shops along the Santa Fe Railway. Uses include a convention center, hotel retail and housing, plazas, community parks, event parking and amenities. Site challenges involved incorporating the surrounding neighborhoods and developing circulation for freight train, trolley, vehicular and pedestrian traffic.

Cleveland Waterfront Master Plan: Cleveland, Ohio

National competition for 50 acres of Cleveland's waterfront that was won by VOA and focused on creating public access to 10,700 lineal feet of downtown waterfront and focused on education and family oriented entertainment uses.

Chicago Shakespeare Theater: Chicago, Illinois

Repertory Theater: 140,000 square foot, \$15 million Shakespeare Repertory Theater complex featuring a 550-seat state-of-the-art performance theater, and educational workshop and seminar facilities.

English Garden: Planning and construction documentation of a 21,000 square foot public English garden adjacent theater complex.

Roosevelt University: Chicago, Illinois

Student Life, Academic, and Residence Center: Renovation, historic preservation and expansion of an urban site in downtown Chicago. Mixed-use building will consist of an academic, recreation and student life complex that will be capped with a student residence hall.

Calhoun Street Marketplace: Cincinnati, Ohio



MICHAEL A. EMERSON, ASLA
Senior Vice President

Student housing, parking, market rate housing, and retail space. This project incorporated the urban planning requirements of the City and integrates the existing fabric of the residential neighborhood with the larger scale projects of the University of Cincinnati.

Purdue University: West Lafayette, Indiana

Hanley Hall: New 35,000 square feet Academic building to include child development lab school, administrative offices and research facilities.

University of Cincinnati: Cincinnati, Ohio

Marriott Kingsgate Conference Center and Hotel: Complete site design and placement of 900,000 square foot University Center Complex, including six acre landscaped site with pedestrian promenade, conference facilities, lodging, parking garage, and office building.

311 South Wacker: Chicago, Illinois

Interior and Landscape renovation and market re-positioning of public space in major downtown office building.

222 South Riverside: Chicago, Illinois

Project included designing a new waterproofing and drainage system, developing a new plaza and landscape design, and incorporating new material, finish and plant selections and lighting selections.

Wacker Drive Riverwalk: Chicago, Illinois

A master plan outlining four distinct districts and possible uses of the Wacker Drive Riverwalk. Options include the following: a "Market" section, "Civic" section, "Arcade" section, and "Turning Basin" section. The master plan for the Wacker Drive Riverwalk also includes decorative lighting to add beauty day and night as well as strategies for mitigating the noises and smells of Wacker Drive traffic.

Consolidated High School District 230: Palos Hills, Illinois

Comprehensive site master planning with integration of sports facilities and parking into a cohesive high school campus concept promoting image, clarity and safety.

City of Louisville Waterfront Housing Initiative: Louisville, Kentucky

Planning efforts were undertaken to create an expansive riverside park, a minor league baseball stadium and a major sustainable housing development ultimately containing 450 mixed income housing units. Of the 450 units approximately 200 are to be housed in two 'gateway' housing towers, while the remaining units are built within existing, adjacent historic warehouse and industrial structures. 300,000 square feet of retail, 300,000 square feet of corporate office space and an entertainment complex assist to support and integrate the housing component into a previously industrial area.

Bateman School and Park: Chicago, Illinois



MICHAEL A. EMERSON, ASLA
Senior Vice President

Comprehensive site planning and landscape architecture integrating a substantial building addition and improved building services onto an existing school site in a quiet residential neighborhood. Working with community groups and the alderman's office, a school yard and neighborhood park was created by abandoning a street and removing two blighted apartment buildings.

Olympic Park: Lawrence, Indiana

Preliminary master planning efforts for a 27 field soccer park, representing various player's standards and ages, with a fully enclosed recreational facility containing a variety of indoor sports as well as a fully enclosed regulation AstroTurf soccer field and associated support facilities.

Monsanto (formerly DeKalb Genetics Corporation): DeKalb, Illinois

Corporate headquarters campus including programming and campus master planning and landscape design. Integration of 550 parking spaces into a corporate campus.

Dominican University: River Forest, Illinois

Comprehensive master plan and sports facilities planning to integrate a multi-use soccer, baseball and softball fields while maintaining and enhancing campus character and convenience.

Rose-Hulman Institute of Technology: Terre Haute, Indiana

Campus master plan and associated landscape architecture projects as primary phases of master plan implementation.

Elmhurst College: Elmhurst, Illinois

Associated landscape architecture projects stemming from implementation and development of campus master plan.

North Park University: Chicago, Illinois

Sports and recreation campus planning including facilities and program elements serving the needs of both the university and the Chicago Park District.

Illinois College: Jacksonville, Illinois

Master plan and landscape architecture.

Union Station: Washington, D.C.

Design of numerous shops, restaurants and amenities respectful to the 1902 structure's unrestrained design.

Marina City Plaza: Chicago, Illinois

Conceptual design and phased implementation of hardscape urban plaza featuring raised planters, seating and lighting on a raised podium above the Chicago River's north bank upon which the world famous Marina Towers sit.

Versace Plaza Roof Garden: Orlando, Florida



MICHAEL A. EMERSON, ASLA
Senior Vice President

Conceptual design of a Mediterranean style roof garden overlooking the city, above a new 30,000 square foot, three floor retail franchise for Gianni Versace.

Jockey Club: Miami, Florida

Resort master plan of approximately 36 acres adjacent to Biscayne Bay. The project included landscape design, as well as, circulation enhancements anticipating the creation of a cohesive image for the existing, private entities and the proposed, semi-public facilities.

Pacific City: Hainan Island, Peoples Republic of China

Master plan and schematic design of 1,000 separate dwelling units, surrounding a lush entertainment facility situated on a beautiful South China Sea Beach.

Oriental Pearl Travel Town: Hainan, People Republic of China

Master plan for 10,000 acre tourist city including corporate, hotel, residential and recreation uses.

Broward Center for the Performing Arts: Ft. Lauderdale, Florida

Fine arts theater complexes with seating for 3,285 people and a 500 seat banquet facility on a 5.5 acre site.

The Pavilion: Buffalo, New York

New mixed-use development with suite hotel, retail, restaurants, parking garage, office and radio station.

Joe's Be Bop Café at Navy Pier: Chicago, Illinois

5,000 square foot Restaurant / Entertainment venue at Navy Pier featuring Memphis style barbecue and headline jazz acts from across the nation.

Mt. Vernon College: Washington, D.C.

Master plan and landscape architecture.

Navy Pier Historic Preservation Program: Chicago, Illinois

Schematic and design development, construction documents for mixed-use urban redevelopment including retail, cinema, museum, restaurant, theater. Historic preservation including masonry treatments on existing buildings and reconstruction of the original 1915 towers.

Algona Land and Loan Office: Algona, Iowa

Historic restoration of one of eight Midwestern banks by Louis H. Sullivan. VOA performed the following services on behalf of a local group of preservationists: on-site reconnaissance, construction administration and development of a condition assessment plan; preparation of National Register nomination; creation and implementation of restoration strategy plan.

Lakeside Center: Chicago, Illinois

Restoration and rehabilitation of the 2 million square foot historic R.R. Donnelly Building into a office, residential, commercial and retail facility.



MICHAEL A. EMERSON, ASLA
Senior Vice President

Indiana Oxygen Building Relocation: Indianapolis, Indiana

Due to the corporate expansion of Eli Lilly and Company, this 1930 high style 9,000 square foot industrial building was in danger of demolition. Efforts were undertaken to relocate the 800 ton structure to a site 3 blocks from its original location.

Fayette Street Revitalization: Indianapolis, Indiana

When urban renewal style expansion threatened an Historic African American Neighborhood, advocacy groups such as Historic Landmarks Foundation of Indiana came to the rescue. Serving in the capacity of project architect, Mr. Emerson supervised the relocation of 10 historic houses from adjacent neighborhoods to replace houses that were previously demolished.

West Baden Springs Hotel: West Baden, Indiana

Stabilization efforts were undertaken to ensure the survival of this high style, classical landmark of 1902 which is said to have had the largest freestanding dome in the United States until the Houston Astrodome was built.

Custom House: Boston, Massachusetts

A study to restore the original 1847 structure and 25 story 1915 tower and convert its use to a maritime museum.

Vajan Exchange Block Facade: Indianapolis, Indiana

Working with architects from the State as well as the private sector, eight historic facades were dismantled, stored and re-erected on Circle Center Mall. The most notable of which was an elaborately ornate, cast iron facade known as the Vajan.

Bowdoin Mill: Topsham, Maine

The interior rehabilitation and exterior restoration of a seven building mid-nineteenth century mill complex to accommodate housing, retail, commercial and restaurant uses.

Honors Awards

Association of Licensed Architects Design Award, Silver Award, Chicago Shakespeare Theater, 2002
1st Place City Wide in the Business Streetscapes category of Mayor Daley's Landscape Awards Program, 311 South Wacker, October 2002
United States Institute for Theatre Technology, Award of Merit, Navy Pier Skyline Stage, March 1998
AIA, Illinois Chapter, Design Firm of the Year 1996, Special Recognition Distinguished Building Award, Navy Pier, 1996
Chicago Building Congress, Award of Recognition for Rehab Construction, Navy Pier, 1996
Illinois Council of FIABCI, International Real Estate Federation, Award of Distinction, Navy Pier, 1995
Edward C. Earl Prize - First Place, University of Illinois, 1991
James M. White Award - University of Illinois, 1991
Krannert Fine Arts Fellowship - University of Illinois, 1989

Publications

1994 July/August "Indiana Preservationist" "Louis Sullivan...."



MICHAEL A. EMERSON, ASLA
Senior Vice President

1992 March "Architecture" "Broward Center for the Performing Arts"
1989 Process Architecture "IBM Southbury Headquarters" and "Broward
Center for the Performing Arts"



KENNETH R. PANUCCI, PE, CEM

SENIOR VICE PRESIDENT

Project Director

Mr. Panucci is **Senior Vice President of the Primera Building Systems Business Unit**. This role involves the planning and implementation of short and long-term business unit strategic plans and management of a group of engineers responsible for all of Primera's HVAC, electrical, lighting, plumbing, life safety, telecommunications, and fire protection services. He has 28 years of experience in the design/construction engineering environments and 19 years of experience in project management. His technical background includes building mechanical systems, including building central plant and power plant systems.



EXPERIENCE

Chicago Police Department, District Police Stations, Chicago, Illinois.

Project Manager and Lead Mechanical Engineer for the MEP design associated with the new prototype mechanical and electrical systems for stations, including on-site power generation. This on-site power system consists of a 100 kW gas generator that includes 1000 MBH of heat recovery equipment to serve the building and domestic water heating requirements, thus replacing one of the three boilers. Primera first designed Districts 15, 17, and 18. The updated prototype include LEED Gold Certified Districts 7, 12, 9, and 23. The total budget for each of the projects was \$20 Million.

Lemont Police Department, Lemont, Illinois.

Project Manager for design of new Police Station containing both secure and non-secure building sectors. In building a new Station, Police operations for Lemont will be consolidating into an over 30,000 square foot single building, with a dedicated sallyport, holding cells, communications/radio room, office and Roll Call areas. System design included high-efficiency DX cooling/electric heating rooftop air-handlers, VAV terminal boxes, emergency ventilation crossover design, and secure cell ventilation containment. The total budget for the project was \$8.8 Million.

Frankfort Township Center, Frankfort Township, Illinois.

Project Manager for design of new HVAC system for building containing Village administrative offices, 911 call center, and community meeting space. System design included high-efficiency DX cooling/electric heating rooftop air-handlers, VAV terminal boxes, and demand control ventilation for Multi-Purpose section of building. The total budget for the project was \$6,000,000.

Chicago Public Schools, New Elementary and Middle Schools, Chicago, Illinois.

Project Manager for MEP/FP and IT systems design for three-story, 105,000 square foot schools based upon proto-type designs. The programs include classrooms, library and gymnasium, lab classrooms, music classrooms, and cafeteria. The schools are equipped with sophisticated, energy efficient systems. The whole building energy analysis demonstrates energy savings 35% below the ASHRAE energy standard and the schools qualify for LEED Gold rating.

City Colleges of Chicago, Energy Performance Upgrades, Chicago, Illinois.

Project Manager for design of the energy upgrades for Daley, Olive Harvey, and Malcolm X Colleges. The projects were delivered using the design/build delivery method. The projects generally involved HVAC upgrades, but included other energy efficiency upgrades such as lighting and lighting controls as well as associated architectural, fire protection, and structural upgrades.

Senior High Rise Rehabilitation, CHA, Chicago Illinois.

Project Manager and Lead Mechanical Engineer for the MEP renovations of 6 senior high rise buildings. The changes consisted of heating plant modernization, electrical system upgrades, tenant unit and common area air conditioning improvements, elevator modernization, plumbing fixture replacement, and the addition of on-site emergency power for life safety devices and other important equipment.

EDUCATION & REGISTRATION

Professional Engineer, State of Illinois

University of Illinois, Master of Science in Mechanical Engineering

University of Illinois, Bachelor of Science in Mechanical Engineering

Illinois Institute of Technology, Certificate Program in Energy Markets

Certified Energy Manager

Member, ASME, ASHRAE, AEE

JOSH R. GREENFIELD, PE, LEED AP
SENIOR ASSOCIATE
Energy Modeler

Mr. Greenfield is a professional **Mechanical Engineer** and **LEED Accredited Professional** with 7 years of experience highlighted by extensive consulting and design experience both as the project LEED consultant as well as serving as the mechanical engineer on LEED design projects. He is involved on multiple sustainable consulting projects in various markets from the private and public sectors following all current LEED Green Building Rating Systems including early adaptation of the LEED-2009 Rating Systems. His expertise and knowledge of the LEED principles and rating system have also been utilized by General Contractors who require LEED consulting services throughout the construction phase of projects. His work as project design engineer has included engineering, design, and construction administration of mechanical systems for commercial, industrial, municipal, residential and educational facilities. Mr. Greenfield specializes in Energy Model creation following ASHRAE 90.1 Guidelines as well as Integrated Design Phase Energy Modeling to aide in the selection of architectural envelope properties and mechanical system efficiencies. His knowledge of Energy Modeling is also utilized as a reviewer of City of Chicago Department of Buildings Green Permit Program project Energy Models.



EXPERIENCE

Chicago Police Department District Stations, Chicago, Illinois.

Energy Modeler for District 7, 9 and 23 Police Stations to meet the requirements of LEED Energy & Atmosphere (EA) Credit 1, Optimized Energy Performance, via the compliance of ASHRAE 90.1-2004. Energy Simulation was performed using Carrier Hourly Analysis Program and included simulation of all envelope, fenestration, HVAC, service water, lighting and Co-Generation systems as well as non-regulated process/plug loads. The final output of the Energy Simulation showed a Proposed Building savings of 24.67 percent in comparison to the ASHRAE 90.1 Baseline Model Building, earning 5 EA credit 1 points.

Chicago Police Department District Stations, Chicago, Illinois.

Design Engineer for redesign of prototype HVAC system to achieve LEED Gold rating by addition of combined heat and power plant. Design included air cooled chillers, high efficiency condensing boilers, 100kW natural gas generator, generator heat recovery heat

exchangers and terminal fan powered boxes. LEED responsibilities included credit narratives, calculations, and ASHRAE 90.1 energy analysis.

Chicago Fire Department Fire Engine #18, Chicago, Illinois.

LEED Consultant for construction phase, assisting and training the General Contractor and their sub-contractors by providing LEED professional services for new LEED Silver City of Chicago Fire Department station. Responsibilities include assisting with Commissioning phase, as well as all required LEED documentation for the construction phase.

Lemont Police Department, Lemont, Illinois.

Project Engineer for design of new HVAC system for Police Department containing both secure and non-secure building sectors. System design included high-efficiency DX cooling/electric heating rooftop air-handlers, VAV terminal boxes, emergency ventilation crossover design, and secure cell ventilation containment.

Frankfort Township Center, Frankfort Township, Illinois.

Project Engineer for design of new HVAC system for building containing Village administrative offices, 911 call center, and community meeting space. System design included high-efficiency DX cooling/electric heating rooftop air-handlers, VAV terminal boxes, and demand control ventilation for Multi-Purpose section of building.

EDUCATION & REGISTRATION

Bachelor of Science in Mechanical Engineering, Washington University, St. Louis

Professional Engineer, State of Illinois

Registered Energy Professional, Chicago

LEED Accredited Professional

USGBC, Chicago Chapter Member

ASHRAE, National and Chicago Chapter Member

USGBC Chicago Chapter Green Schools Advocacy Committee member

USGBC Chicago Chapter Education/Research Committee member

SPEAKING EVENTS

ASHRAE Illinois Chapter Half-Day Seminar and Meeting, "Recent Changes to ASHRAE Energy Standard 90.1", April 15, 2009.

Green Building Best Practices 2008 Webinar, "The Construction Phase: Tips, Techniques and Concerns", July 23, 2008.

CMAA National Conference and Trade Show, "An Integrated Approach to Sustainable School Construction", October 9, 2007.

PAULO C. HERNANDEZ, PE, LEED AP
Electrical Engineer

Mr. Hernandez is an **Electrical Engineer** with over 6 years experience in electrical engineering, design and consulting, electrical code review and permit acquisition. He has additional experience in electrical cost estimating, power studies utilizing SKM-Dapper software, construction administration/shop drawing review, contractor coordination, site inspections and surveys, and post-construction reviews and punch-list generation. Mr. Hernandez has focused his expertise in the healthcare market.



EXPERIENCE

Chicago 23rd District Police Department, Chicago, Illinois – (44,000sf, Construction budget: \$15,000,000) – Project Engineer for the design of a new two-story building based on the prototypes of previous police district buildings. This includes providing cogeneration microturbine equipment and design of new services for normal, emergency, and standby power.

Northwestern Medical Faculty Foundation, Ambulatory Care Center/ Galter Pavilion, Chicago, Illinois. Project Electrical Engineer for the design of the fit-out of their 270,000 SF, seven-floor space to be housed in the Northwestern Memorial Hospital replacement facility designed by others. The space houses practice units for Cardiovascular Services, General Internal Medicine, Medical Specialties, OB/GYN, Surgery/Urology, Pediatrics, Ophthalmology, Otolaryngology, Psychiatry, Plastic Surgery, Transplant Surgery and Dermatology.

University of Chicago Medical Center – Echocardiography and Cardiac Imaging Renovation Project, Chicago, Illinois, Project Electrical Engineer for the renovation of approximately 7,200sf of radiology exam and office space. Design included updating the emergency standby power and distribution for the MEP/FP remodeling to support the renovation.

University of Chicago Medical Center – Comer Children's Hospital, Chicago, Illinois Project Electrical Engineer for a new 7 story 240,000sf facility to house all inpatient children's health services for the University. Project included a 2 story 30-bed pediatric ICU, a 65 bed NICU, two (2) 30-bed medical/surgical units and six (6) surgical suites with

O.R.'s, pre-op and recovery areas as well as associated administrative and support space.

Palos Community Hospital – Catheterization Lab, Palos Heights, IL – Project
Electrical Engineer for a new 16,000sf addition to house four (4) Cardiac Catheterization
Labs. The Project consisted of providing all new normal and emergency power
distribution from the existing hospital's power distribution system as well as all required
auxiliary systems. The project also included installing a new generator plant which
consisted of two (2) 1500KW generators in a stand alone enclosure with new paralleling
switchgear for the entire hospital. The existing generators were added to the generator
distribution system.

EDUCATION & REGISTRATION

**Master of Business Administration (M.B.A.), Construction Management, Illinois
Institute of Technology - Stuart Graduate School of Business – Chicago, IL (JUNE
2006)**

**Bachelor of Science in Electrical Engineering (B.S.E.E.), Illinois Institute of
Technology - Armour College of Engineering – Chicago, IL (MAY 2002)**

Licensed Professional Engineer State of Illinois (2007)

MICHAEL J. CWANEK, CPD

Plumbing Engineer

Mr. Cwanek is a **Plumbing/Fire Protection Designer** at Primera. Mr. Cwanek is a technical and administrative leader for a staff of engineers, designers and drafters in the development of plumbing systems for a wide range of projects. He directs and manages the day-to day efforts of staff for field surveys, field observation reports, punch lists, due diligence reports, specification writing and editing, forensics, and the coordination and completeness of the design and engineering. Michael has been a Project Manager on many unique projects such as piping replacement-in-place and historical fountain restorations, and works directly with the mechanical, electrical and fire protection team leaders in developing the design of projects. In addition to design work, Mr. Cwanek is tasked with initiating In-House Seminars and Out-of Office Training Seminars, staff mentoring and ensuring that the plumbing work product is code compliant while utilizing cost effective technology for equipment and systems applications.



EXPERIENCE

University of Chicago Medical Center, Bernard Mitchell Hospital, Chicago, Illinois.

Lead plumbing designer for this 468-bed, 518,500 SF replacement hospital. This project was one of the first new large scale facilities at the medical center. The scope included all of the elements required for a first class hospital; operating suites, diagnostic and treatment, laboratories, food service, laundry, material handling, and support or back-of-house facilities. Intense interface with code officials at the state and city level was necessary for the development of project under very restrictive project siting spatial constraints.

University of Chicago Medical Center, Chicago, Illinois.

Lead plumbing engineer for a wide ranging scope of renovation and rehabilitation projects throughout the medical center campus. Working with the internal and external teams in the development of pre-construction protocol, budgets, code analysis, user group requirements, and facilities management input for technology and safety issues.

Veterans Administration, Chicago, Illinois.

Project plumbing lead for 13,000 SF of pathology laboratory and anatomical and diagnostic lab renovations. The project involved due diligence for the purpose of identifying the least intrusive critical path for the constructability of the systems, while addressing severe spatial constraints within the facility. The facility was fast-tracking the design and construction schedule due to a federal mandate to remain open and operating during any rehabilitation work.

Children's Memorial Institute for Education and Research - Chicago, Illinois.

Plumbing lead engineer for a state-of-the-art 116,000 SF facility with bio hazard labs, and an electron microscope suite which included 75,000 SF of laboratories. The project makeup was 60% lab and 40% office. There were central systems included in the design, with redundant safety systems for the bio hazard laboratories.

Lawson YMCA - Chicago, Illinois.

250,000 SF with 570 lodging rooms

McCormick Place West Expansion - Chicago, Illinois. Includes 2,600,000 SF state-of-the-art exhibition facility with major ballrooms and grand concourses that interconnect with the existing facility.

O'Hare Airport - American Airlines - Chicago, Illinois. Underground Baggage Handling facility, Concourses H & K expansion, Terminal Expansion.

EDUCATION & REGISTRATION

Certified in Plumbing Engineer (CIPE/CPD), American Society of Plumbing Engineers

Full Member of ASPE (CH-4932-F) including two terms as Chicago Chapter President and 15 years service on the board of directors

American Society of Sanitary Engineering - Illinois Chapter

AWARDS & PUBLICATIONS

1994 ASPE Director's Award for the inclusion of the recognition of the CPD [CIPE] credential by the state of Illinois within State of Illinois 77 Administrative Code, Part 890.1210; Design of a Building Water Distribution System.

Published in Chief Engineers magazine in 1995; article on the restoration of Buckingham Fountain in Chicago.

JONATHAN KULPIT, PE, CFPS, CPD

Fire Protection Engineer

Mr. Kulpit is a Professional Engineer with 6 years experience as a **Plumbing/Fire Protection Engineer**. His work has included engineering, design and construction administration of plumbing and fire protection systems for institutional, commercial, residential, and light industrial facilities.

EXPERIENCE

Kennedy King College, Chicago, Illinois.

Fire protection Engineer for four of six new multi-story college buildings on 500,000sf campus. Fire protection design included standpipe, and wet and dry pipe systems for science laboratories, classrooms, offices, childcare/daycare facility, culinary training facility, library, broadcasting studios, and theater/stage.

North Park University Recreation Center, Chicago, Illinois.

Plumbing and Fire Protection Engineer for new 48,000sf multi-level gymnasium.

University of Chicago Fire Alarm and Fire Protection System Assessment, Chicago, Illinois.

Fire Protection Engineer for assessment of all existing fire alarm and fire protection systems across the campus. Developed code checklists and detailed plans evaluating the existing fire alarm and fire protection system compliance.

University of Chicago International House Renovation, Chicago, Illinois.

Plumbing and Fire Protection Engineer for sprinkler retro-fit, plumbing riser replacement, and subsoil drainage design of architecturally sensitive 13 story historic student dorm high-rise with approximately 500 dorm rooms.

Malcolm X College, Chicago, Illinois .

Plumbing and Fire Protection Engineer for design-build renovation of three story 135,000sf college central plant and concourse level. Design included replacement of existing domestic hot water heat exchangers, pool heater, booster pumps, food warming tables, and rearrangement of existing sprinkler heads.

Chicago Public School Renovations, Chicago, Illinois .

Plumbing Engineer for renovation of five CPS buildings. Project included survey and assessment of each school, preparation of 20% design drawings and specs for scope

definition, cost estimation, and transfer packages for the engineers of record, and 50% and 100% review of EOR drawings. Typical scopes included replacement of domestic water piping, water heaters, booster pumps, sump and sewage pumps, renovation of toilet rooms to meet ADA requirements, and laboratory additions and renovations.

The Buckingham, Chicago, Illinois .

Plumbing and Fire Protection Engineer for historic 28 story office high-rise to apartment/dormitory conversion with retail spaces; central plant for existing building and phase II tower; and approximately 150 residential units. Phase II design includes connecting new 28 story tower with parking structure, loading dock, retail spaces, academic rooms and approximately 75 residential units to existing building.

Norfolk BEQ, Norfolk, Virginia .

Fire Protection Engineer for design of standpipe and automatic sprinkler systems for new six-story, 30,000sf navy barrack with approximately 350 quarters designed to United States Navy standards and regulations.

Illinois State Water Survey, Champaign, Illinois.

Plumbing and Fire Protection Engineer for new laboratory plumbing, fire protection, compressed air, vacuum, paint booth, DI water, and acid waste systems. Plumbing Engineer for redesign of central plant domestic water system for three existing laboratory buildings.

Chicago Fire Department Fire Stations, Chicago, Illinois.

Plumbing Engineer for design of three fire station prototypes and six new Chicago fire stations.

Hinsdale Ameritech Third Floor Expansion, Ameritech SBC, Hinsdale, Illinois.

Plumbing and Fire Protection Engineer for design of third floor addition to existing two-story Ameritech telephone frame building. Project required the addition of a fire pump and redesign of existing standpipe and sprinkler system.

EDUCATION & REGISTRATION

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

Professional Engineer, State of Illinois

Certified in Plumbing Design (CPD)

Certified Fire Protection Specialist (CFPS)

Current member of The American Society of Plumbing Engineers (ASPE)

MATRIX

MATRIX ENGINEERING CORPORATION
Assigned Personnel

Public Building Commission
12th District Police Station

Name	Proposed Position
1). Gene Mojekwu, Ph.D., P.E., S.E.	Principal-in-Charge of Structural Engineering
2). Susan Khalifah, P.E., S.E.	Structural Project Manager
3). Sudhir Singamsethi, P.E., S.E.	Structural Project Engineer

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

EDUCATION

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

PROFESSIONAL REGISTRATION

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

PROFESSIONAL AFFILIATIONS

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

EXPERIENCE SUMMARY

Dr. Mojekwu has over 25 years combined practical, teaching and research experience in structural engineering, advanced structural mechanics and foundation engineering. He has extensive experience in the structural design of buildings, environmental facilities and special structures, as well as evaluation, rehabilitation and restoration of existing construction.

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

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

REPRESENTATIVE PROJECTS

- 7- & 12- District Police Stations, Chicago, IL - 2-story, 45,000 sq. ft. police stations
- City of Chicago Prototype Fire Station, Chicago, IL - 15,000 sq. ft., state-of-the-art fire station prototype
- Chicago Fire Station Engine Co. 63, Chicago, IL - 20,000 sq. ft., state-of-the-art fire station for the City of Chicago Fire Department
- Chicago Fire Station Engine Co. 70, Chicago, IL - 16,500 sq. ft. state-of-the-art fire station that accommodates a full complement of emergency equipment and crew
- Chicago Fire Station Engine Co. 121, Chicago, IL - 20,000 sq. ft. state-of-the-art fire
- Vodak East-Side Library, Chicago, IL - New City of Chicago branch library
- Chicago Park District Fieldhouse Prototype, Chicago Park District, Chicago, IL - 18,000 sq. ft., 2-story Chicago Park District Prototype Fieldhouse features administrative and support functions, a gymnasium, fitness rooms, athletic fields, and more.
- Unity Park Comfort Station, Chicago Park District, Chicago, IL - Comfort station for Chicago Park District includes restroom facilities for men and women and office/storage space for Park District personnel
- 57- Street Beach Comfort Station, Chicago Park District, Chicago, IL - Beach comfort station for the Chicago Park District includes retail space, restroom facilities, and storage space
- Midway Crossings, The University of Chicago, Chicago, IL - 3 enhanced streetscape crossings through Midway Plaisance

- Bronzeville Military Academy, Chicago Public Schools, Chicago, IL - The project, recognized with an award by National Trust for Historic Places, included existing condition assessment and design for transforming the old 8th Regiment Armory, a 60,000 sq. ft. landmark building, into the nation's first public college preparatory military academy
- Bank Note Place, Chicago, IL - Feasibility study and design for vertical expansion of existing 4th-story building to 7 stories, including in-fill of large existing floor openings. Project also included insertion of a new 5-story building with basement between two existing buildings
- The Buckingham, Chicago, IL - Conversion of a 27-story office building to dormitory use. Project includes new roof top equipment with support platforms, new roof top deck, extension of an existing stair shaft, and extension of an existing elevator shaft, new riser penetrations and rehabilitation of an existing deteriorated vaulted sidewalk slab
- E/F Wing Renovation, Governors State University, Chicago, IL - Feasibility study and design for renovation of the Governors State University's E/F wing, including insertion of a new floor level between existing floors
- South Campus Mixed Use Development, University of Illinois at Chicago - 750-bed, approximately 320,000 sq. ft. student residence hall
- 7th Floor Expo Space, Merchandise Mart, Chicago, IL - Feasibility study and design for additional exposition space on the 7th and 8th floors of the Merchandise Mart building. Project also included new floor infill and skylight roof enclosure within existing light courts
- 4700 N. Sheridan Condominiums, Chicago, IL - 95,000 sq. ft., 12-story multi-family residential building
- 1559 S. Wabash, Chicago, IL - 191,000 sq. ft., 14-story multi-family residential building
- 828 W. Grace Condominiums, Chicago, IL - 222,000 sq. ft., 140-unit, 18-story mixed-use retail and multi-family residential building with 3 levels consisting of parking
- 1330 S. Michigan, Chicago, IL - 18-story, 260,000 sq. ft. condominium building
- 1454 S. Michigan Ave., Chicago, IL - 25-story, 225-unit condominium building
- The IIT McCormick Student Village Dormitory, Chicago, IL - 300-bed, 128,000 sq. ft. student residence complex, Illinois Institute of Technology.
- New South Campus Residence Hall and Dining Facility, The University of Chicago, Chicago, IL - 900-bed, 375,000 sq. ft. new dormitory and dining facilities
- Kennedy King College, Chicago, IL - New college campus consisting of 5 buildings (athletic, culinary/theatre, academic, applied sciences and library) with a total area of approximately 500,000 sq. ft.

Profile: Sudhir Singamsethi, P.E., S.E. Project Engineer, Matrix Engineering Corporation

EDUCATION

- Illinois Institute of Technology
 - M.S. in Geo-Technical Engineering, (In progress)
- University of Illinois, Urbana-Champaign
 - M.S. in Structural Engineering, 2002
- Indian Institute of Technology, Delhi, India
 - B.S. in Civil Engineering, 2000

PROFESSIONAL REGISTRATION

- Professional Engineer
 - State of Wisconsin
- Structural Engineer,
 - State of Illinois

PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction
- American Society of Civil Engineers

PROFESSIONAL REFERENCES

EXPERIENCE SUMMARY

Mr. Singamsethi has 6 years experience in structural design of municipal facilities, elementary and secondary schools, commercial buildings, low-rise and high-rise buildings, and entertainment facilities. Mr. Singamsethi has experience with many structural materials including structural steel, reinforced concrete, masonry, wood and glass fiber reinforced composites.

REPRESENTATIVE PROJECTS

- 7- District Police Station, Chicago, IL - 2-story, 45,000 sq. ft. police station
- Chicago Fire Station Engine Co. 70, Chicago, IL - 16,500 sq. ft. state-of-the-art fire station that accommodates a full complement of emergency equipment and crew
- Chicago Fire Station Engine Co. 121, Chicago, IL - 20,000 sq. ft. state-of-the-art fire station that accommodates a full complement of emergency equipment and crew
- Skinner Elementary School, Chicago, IL - 3-story, 100,000 sq. ft. school with attached gymnasium
- Avondale Elementary School, Chicago, IL - 3-story, 104,709 gross sq. ft. pre-kindergarten through 8- grade school to accommodate up to 900 students
- Kennedy King College, Chicago, IL - the project includes 5 buildings (athletic, culinary/theatre, academic, applied sciences and library) with a total area of approximately 500,000 sq. ft.
- 1555 S Wabash, Chicago, IL - 280,000 sq. ft., 14-story, 176-unit condominium building consisting of 2 lower level parking areas, ground floor commercial and 12 upper residential floors
- Sankofa House, Chicago, IL - 5-story, 68,000 sq. ft. multi-family residential building
- Black Ensemble Theater, Chicago, IL - 51,000 sq. ft., 4-story performing arts theater with 300 seat main theater and 150 seat studio
- 1822 W. Irving Park, Chicago, IL - 7-story + basement mixed use building with 102 residential units and partial first floor retail
- 6800 W. Stanley Ave., Berwyn, IL - 60-unit, 5-story residential building
- 212-214 E. 41st Street, Chicago, IL - 5-story residential building
- St. Bernard Parish Water Treatment Plant, New Orleans, LA - Improvements and expansion
- North Detention Basin Pump Station and Spillway, O'Hare International Airport, Structure No. 6, Chicago, IL
- DuPage Water Commission Concrete Reservoirs, Elmhurst, IL - 30 MG reservoir

Profile: Susan Khalifah, S.E., P.E. Senior Project Engineer, Matrix Engineering Corporation

EDUCATION

- Purdue University
 - B.S. in Civil Engineering,
1999

PROFESSIONAL REGISTRATION

- Professional Engineer,
 - State of Illinois
- Structural Engineer,
 - State of Illinois

PROFESSIONAL AFFILIATIONS

- American Institute of Steel
Construction
- Structural Engineering
Association of Illinois

EXPERIENCE SUMMARY

Ms. Khalifah has over 8 years of experience in structural design and analysis of buildings. She has served as an engineer, project engineer, and project manager on a wide variety of commercial, industrial, institutional and residential building projects. She has managed all phases of design and construction of new buildings, remodeling and additions to existing structures utilizing structural materials including structural steel, concrete, cold formed steel, aluminum, masonry and wood. She has experience in peer reviews including national and international projects.

REPRESENTATIVE PROJECTS

- Chicago Park District Fieldhouse Prototype, Chicago, IL - Programmed to include administrative and support functions, a gymnasium, fitness rooms, athletic fields, and more, the design also accommodates future expansion for a natatorium and a clubroom
- Langston Hughes/Davis Developmental Elementary School, Chicago, IL - new 100,000 sq. ft., single story elementary school to accommodate students with severe physical and developmental disabilities
- Bucktown-Wicker Park Branch Library, Chicago IL - 16,200 sq. ft. two story public library
- The Buckingham, Chicago, IL - Conversion of a 27-story office building to dormitory use. Project includes new roof top equipment with support platforms, new roof top deck, extension of an existing stair shaft, and extension of an existing elevator shaft, new riser penetrations and rehabilitation of an existing deteriorated vaulted sidewalk slab
- The Grand Plaza, Chicago, IL - 1.7 million sq. ft. cast-in-place concrete residential building. Project includes one 60-story and one 40-story tower on top of a 9-story mixed use podium
- Park Boulevard, Chicago, IL - 311 new residential units totaling approximately 460,000 sq. ft.
- 1454 S. Michigan Ave., Chicago, IL - 25-story, 225 unit cast-in-place condominium building
- New Faith Baptist Church, Matteson, IL - 77,000 sq. ft. worship building with 2,200-seat sanctuary, classrooms, chapel, fellowship hall, choir/dance building and related spaces
- Lake Park Crescent Mid-rise, Chicago IL - 40,000 sq. ft. cast-in-place concrete residential building. Project includes eight stories of residential including three building setbacks above one basement level of parking
- Hubbard Street Dance Company, Chicago, IL - Project consists of a new façade at north and west elevations, lobby renovations and isolated structural building repairs



KAREN S. STEINGRABER, P.E.
President/Principal

EDUCATION

M.S.C.E., University of Texas, 1981
B.S.C.E., University of Texas, 1976
B.A., Florida Atlantic University, 1971

PROFESSIONAL REGISTRATION

Active: Texas, 1982; Wisconsin, 1992; Illinois, 1992; Iowa, 2001; Ohio, 2001; Michigan, 1989
Inactive: Colorado, 1983; Mississippi, 1984; Minnesota, 1990

BACKGROUND HISTORY

President, Terra Engineering, Chicago, IL, 1992-Present

Directs office staff for civil engineering projects including site development and infrastructure projects. Projects include site work for schools, hospitals, commercial facilities, retail and housing. Infrastructure projects include new roads, utilities and parking and transportation facilities. She provides the office management, directs marketing activities and has overall office quality control responsibilities.

Senior Associate/Department Head, Perkins & Will, Chicago, IL, 1988-1992

Directed the design of infrastructure associated with development of facilities such as schools, public buildings, medical facilities, airports and commercial centers. Primary responsibility was the management of infrastructure for a 3000-acre university in Saudi Arabia with 25 miles of roads, over 100 miles of utilities, major channelization with dam, housing for over 30,000, sewer treatment plant and water pumping facilities.

President, K-Site Engineering, Austin, Texas, 1986-88

Site and subdivision platting, permitting and construction plans, feasibility studies, hydrologic studies, utility design and processing.

Associate, Espey, Huston & Associates, Austin, Texas 1982-86

Managed the Site Development Division; managed projects and prepared civil engineering documents for site development projects and subdivisions. Projects included commercial developments, apartment complexes, large residential subdivisions and office complexes. Responsibility for 35 professionals, management and marketing projects. Design responsibilities for roadways, utilities, stormwater management and environmental controls for municipal solid and hazardous waste management facilities.

Senior Design Engineer, David Fleming Co. Denver, Co., 1980-82

Design of facilities associated with supply of water to oil shale projects and ski resorts. Facilities included dams, reservoirs, roadways, pumping and gravity pipelines. Prepared baseline environmental studies for oil shale projects.

Civil Engineer, City of Austin, Austin, Texas, 1976-78

Design of public works facilities, streets, bridges, storm sewers and sidewalks; preparation of cost estimates, specifications, construction documents and inspection of works.



KAREN S. STEINGRABER, P.E.
President/Principal

RELEVANT EXPERIENCE

Rush Hospital Addition/MOB/Parking Garage

Provided planning and engineering services for an addition to the existing hospital, new medical office building, new parking garage, design of two streets and park. Stormwater management included providing detention storage under permeable paving system in the drive between streets, utility relocations, utility services, grading for stormwater management, paving design, dimensional control for location of buildings and site features, site demolition package, and site details. Permitting through City of Chicago Department of Water Management, Department of Transportation, Office of Underground Coordination, and DCAP.

Central for Green Technology, Chicago, IL

Addition to existing buildings housing City of Chicago departments and greenhouses. This project employed "green" site techniques and sustainable designs. The paving utilized is a resin product, thus eliminating any oil products, and providing the opportunity to color the pavement in many hues. The runoff from the roof is collected in cisterns which are utilized for irrigation for the plants. The detention facilities are a series of shallow ponds which fall across the site of the new parking. The drainage sheet flows across the parking lot to swales which directs the water to the detention/filtration pond. LEED platinum certification.

Park Boulevard Redevelopment, Chicago, IL

Terra is coordinating the work of seven architects, landscape architect, utility companies, design-build engineers, and City of Chicago, for redevelopment of 31 acre former CHA site for mixed use/housing. Terra is also designing the site development, streetscape, parks, and utilities. Project is developing in phases, and is currently in Phase I with permitting, pricing and construction of model center.

City of Chicago Fire Stations, Chicago, IL

Providing civil engineering design for six new fire stations. Project included providing design and construction documents for the various sites, including detention for stormwater management as well as grading, utility, site details and construction services.

Town of Cicero - Public Buildings and Parking Garage

The town of Cicero developed a new community center, police station, parking garage and open spaces for the benefit of the residents. Terra provided the civil engineering design and documents for the new buildings, open spaces, parking areas, and detention facilities. Stormwater detention was provided in a surface/below grade performing area, and in underground piping. Documents included utilities, grading, dimensional control, site details, and specifications.

Chicago Public School Campus Parks

Provided construction documents for new campus parks, including grading, drainage and pavement rehabilitation. Parks include: Gunsaulus, Faraday, Graham, Armour, Wentworth, Calhoun, King/Price, Westcott, Pulaski, Bryne, Addams, Sumner, Gale, Greene, and Stone Academy.



GAVIN MEINSCHEN

Project Engineer

EDUCATION

Bachelor of Science in Structural Engineering
Purdue University, West Lafayette, IN, December 2005

EXPERIENCE

Project Engineer, Terra Engineering, Ltd.

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

- 849 N. Franklin
- South Shore Drill Team
- Park Blvd.
- McCormick Parking Lot

Other Experience

- Overseeing operations and planning on five construction sites simultaneously.
- Survey control of entire project / Preliminary site construction.
- Purchasing materials needed for day to day operations.
- Organized the hauling and dumping of materials.
- Daily / Monthly reports and cost analysis.
- Analyzing efficiency of project operations and developing new or different methods.
- Supervising construction crew of eight employees.
- Inspection and quality control of work done.
- Survey of Site, and as built construction.
- Estimating and preparation of bids on future projects.
- Reporting on daily progress.

ACTIVITIES/AWARDS

- ASCE Vice President and Past Corresponding Secretary
- Chi Epsilon (National Civil Engineering Honor Fraternity)
- Civil Engineering Ambassador
- Dean's List
- (American Society of Civil Engineers) Steel Bridge Team
- Vice President of Civil Engineering Student Advisory Council (CESAC)
- Sigma Phi Epsilon Fraternity
- Member of the Old Masters program
- Assisted in planning the Civil Engineering Alumni Achievement Awards
- Civil Engineering Student Review Committee

Correct Electronics, Inc.

1783 South Washington, Suite 110, PMB 386, Naperville, IL 60565

Voice: 630-689-1190 Fax: 630-839-4172

www.correctelectronics.us

Territory Sales Representative
DORMA Door Controls

1982-1986

Projects with Detention

Altus Municipal Complex
Altus, OK
Electronic Security
Moyer Associates - Northbrook, IL

Auburn Police Department
Auburn, MI
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Aurora Police Department
Aurora, IL
Electronic Security
Detention Doors & Hardware
VALSECO contractors - Oswego, IL

Barrington Law Enforcement Facility
Barrington, IL
Electronic Security
Detention Doors & Hardware
Williams Associates - Wheaton, IL

Birmingham County Jail
Birmingham, AL
Electronic Security
Detention Hardware
Moyer Associates - Northbrook, IL

Boone County Jail
Belvidere, IL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Bourbonnais Police Department
Bourbonnais, IL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Burr Ridge Law Enforcement Facility

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Burr Ridge, IL
Electronic Security
Detention Doors & Hardware
Williams Associates - Wheaton, IL

Chicago Police Department
Prototype District Police Station
Chicago IL (24 District Stations)
Electronic Security
Detention Doors & Hardware
Architectural Hardware
OWP&P Architects - Chicago, IL

Chicago 1st District Police Station Central Lockup
City of Chicago, Chicago IL
Electronic Security
Detention Hardware
Architectural Hardware
VOA - Chicago, IL

Chicago 6th District Police Station
Chicago, IL
Electronic Security
Detention Doors & Hardware
OWP&P Architects - Chicago, IL

Chicago 7th District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
VOA - Chicago, IL

Chicago 8th District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
Architectural Hardware
VOA - Chicago, IL

Chicago 9th District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
Wight and Co - Chicago, IL

Chicago 10th District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
OWP&P Architects - Chicago, IL

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Chicago 12th District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
VOA - Chicago, IL

Chicago 15th District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
Architectural Hardware
VOA - Chicago, IL

Chicago 16th District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
OWP&P Architects - Chicago, IL

Chicago 16th & 18th District Stations
Chicago, IL
Construction Administrative Services
Chicago Public Building Commission - Chicago, IL

Chicago 17th District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
Architectural Hardware
VOA - Chicago, IL

Chicago 20th District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
OWP&P Architects - Chicago, IL

Chicago 22nd District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
OWP&P Architects - Chicago, IL

Chicago 23rd District Police Station
Chicago IL
Electronic Security
Detention Doors & Hardware
Wight - Chicago, IL

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Voice: 630-689-1190 Fax: 630-839-4172

www.correctelectronics.us

Concord Police Department
Concord, NC
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Crystal Lake Police Department
Crystal Lake, IL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Cullman County Jail
Cullman County, AL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

DuPage County Jail
Wheaton, IL
Electronic Security - Touch Screen Upgrade
Construction Management Services
DuPage County Facility Management - Wheaton, IL

Elk Grove Village Police Department & Village Hall
Elk Grove Village, IL
Electronic Security
Detention Doors & Hardware
Sente Rubel Bosman Lee Architects - Northbrook, IL

Glenview Police Department
Glenview, IL
Electronic Security
Detention Doors & Hardware
Sente Rubel Bosman Lee Architects - Northbrook, IL

Grand Rapids Police Station
Grand Rapids, MI
Electronic Security
Moyer Associates - Northbrook, IL

Grayslake Police Department
Grayslake, IL
Electronic Security
Detention Doors & Hardware
Robison Architects - Gurnee, IL

Grayslake Police Department " Second PD for Grayslake"
Grayslake, IL

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Electronic Security
Detention Doors & Hardware
Robison Architects – Gurnee, IL.

Greenhill School
Juvenile Facility
Washington State
BCRA – Tocomo, Washington

Guanajuato Prison
Guanajuato, Mexico
Electronic Security
Construction Administrative Services
Tesa - Guadalajara, Mexico

Gurnee Police Department
Gurnee, IL.
Electronic Security
Detention Doors & Hardware
Robinson Architects - Gurnee, IL

Harwood Heights Police Department
Hardwood Heights, IL
Electronic Security
Detention Doors & Hardware
Sente Rubel Bosman Lee Architects - Northbrook, IL

Highland Park Police Department
Highland Park, IL
Electronic Security
Detention Doors & Hardware
Sente Rubel Bosman Lee Architects- Northbrook, IL

Hoffman Estates Police Department
Hoffman Estates, IL
Electronic Security
Detention Doors & Hardware
Sente Rubel Bosman Lee Architects - Northbrook, IL

Holland Police Department
Holland, MI
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Holt Correctional Center
Martin CO., FL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

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Jefferson County Jail
Jefferson County, MO
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Kane County Adult Detention Center
Kane County, IL
Electronic Security
Detention Doors & Hardware
Wegman Construction - Batavia, IL

Kane County Adult Detention Center
Kane County, IL
Electronic Security Upgrade
Construction Administrative Services
Cordogan, Clark & Associates - Aurora, IL

Kentucky State Prison
50 bed Segregation Unit
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Kentucky State Prison
44 bed Segregation Unit
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Lake County Jail, Babcox Justice Center
Waukegan, IL
Electronic Security Repair
Construction Administrative Services (CM)
Lake County Public Building Commission - Waukegan, IL

Lees Summit Law Enforcement Facility
Lees Summit, MO
Electronic Security
Kimme Planning & Architecture - Champaign, IL

Lemont Police Department
Lemont, IL
Electronics Security
Detention Doors & Hardware
Wight & Company - Darien, IL

Lisle Justice Center
Lisle, IL

Correct Electronics, Inc.

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Voice: 630-689-1190 Fax: 630-839-4172

www.correctelectronics.us

Electronic Security
Detention Doors & Hardware
Williams Associates - Wheaton, IL

Lisle Village Hall
Lisle, IL
Electronic Security
Williams Associates - Carol Stream, IL

Lyons Police Department
Lyons, IL
Electronic Security
Detention Doors & Hardware

Maryland Heights Government Center
Maryland Heights, MO
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Mattoon Police Department
Mattoon, IL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Milan Police Department
Milan, IL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Morris Police Department
Morris, IL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Perrysburg Police Department
Perrysburg, OH
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Plainfield Police Department
Plainfield, IL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

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Plymouth Police Department
Plymouth, MI
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Round Lake Police Department
Round Lake, IL
Electronic Security
Detention Doors & Hardware
Sente Rubel Bosman Lee Architects - Northbrook, IL

Saline County Jail
Saline, Kansas
Electronic Security
Kimme Planning & Architecture - Champaign, IL

Saudi Arabia
100,000 BED/ Multi-Site
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Schaumburg Police Department
Schaumburg, IL
Electronic Security
Detention Doors & Hardware
Sente Rubel Bosman Lee Architects - Northbrook, IL

Skokie Police Department
Skokie, IL
Electronic Security
Detention Doors & Hardware
Sente Rubel Bosman Lee Architects - Northbrook, IL

Streamwood Police Department
Streamwood, IL
Electronic Security
Detention Doors & Hardware
Sente Rubel Bosman Lee Architects - Northbrook, IL

Summit Police Department
Summit, IL
Electronic Security
Detention Doors & Hardware
Williams Associates - Carol Stream, IL

Sugar Grove Police Department
Sugar Grove, IL

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Electronic Security
Detention Doors & Hardware
Williams Associates - Carol Stream, IL

U.S. Army Brig
Ft. Jackson, SC
Construction Administrative Services
Detention Equipment Services - Homer, GA

Vandalia Police Department
Vandalia, Ohio
Electronic Security
Detention Doors & Hardware
Architectural Hardware
OWP&P - Chicago, IL

Villa Park Police Department
Villa Park, IL
Electronic Security
Detention Doors & Hardware
Moyer Associates - Northbrook, IL

Will County Juvenile Detention Center
Will County, IL
Electronic Security
Kimme Planning & Architecture - Champaign, IL

Willow Springs Police Station
Willow Springs, IL
Electronic Security
Detention Doors & Hardware
Williams Associates - Wheaton, IL

Christopher Harris, MRICS
Operations Director

Mr. Harris has over 30 years in the construction industry. His experience covers cost estimating through all stages of design, on-site cost control, bid documentation and value engineering on various projects for both government and private sectors.

He has provided cost control and construction consultancy services on a diverse range of projects both domestic and overseas. These include laboratories, office development, hotels, aquariums, baseball parks, courts, jails, hospitals, schools, and universities, sheltered housing, factory estates and retail stores. The work covered new build, renovation, additions and conversions with a total value of these projects going well into the hundreds of millions of dollars. In his previous experience, Mr. Harris has not only worked as a consultant but also as a contractor and construction manager, specializing in cost control and procurement.

REPRESENTATIVE EXPERIENCE:

- + 12th District Police, Chicago, Illinois
- + Chicago Police Department, 7th District Station, Chicago, Illinois
- + Chicago Police Department, 9th District Station, Chicago, Illinois
- + Police Stations 8, 15, 17, Chicago Illinois
- + 23rd District Police Station, Chicago, Illinois
- + Dolton Police Station, Dolton, Illinois
- + Fire Station 109, Chicago, Illinois
- + Public Safety Building, Santa Monica, California
- + Public Building Commission of Chicago, South Water Purification Plant, Chlorine Improvements, Chicago, Illinois
- + Federal Reserve Bank- Site Security Enhancement, Chicago, Illinois
- + Capitol Complex Master Plan, Springfield, Illinois
- + Chicago Federal Campus Master Plan, Chicago Illinois
- + Cleveland Courthouse, Cleveland, Ohio
- + Federal Courthouse Plaza Repair, Chicago, Illinois
- + Federal Reserve Bank of Chicago, 14th floor Fit-out, Chicago, Illinois
- + General Services Administration, Kluczynski Federal Building Office Renovation, Chicago, Illinois
- + General Services Administration, Rockford Courthouse PDS Study, Rockford, Illinois
- + General Services Administration, Immigration and Naturalization Service Facility, Milwaukee, Wisconsin
- + GSA Jefferson City US Courthouse, Jefferson City, Missouri

EDUCATION:

Aston University, Birmingham, England, BSc (Hons), Building Economics and Measurement, 1977

CERTIFICATIONS/AFFILIATIONS:

Professional Associate: Royal Institution of Chartered Surveyors: 1988

YEARS OF EXPERIENCE: 30+

Semyon Moreyno Senior Mechanical Estimator

Mr. Moreyno has over 29 years experience in engineering and estimating of HVAC systems in various types of buildings. He has calculated, designed and estimated many piping and ductwork systems, air pollution control systems, insulation projects, and heat transfer equipment projects. He also possesses 5 years of field experience in which he assisted during the construction and start-up phases and provided continued maintenance support throughout operation.

He has provided cost control and engineering services on a variety of projects both domestic and overseas. These include educational facilities, laboratories, hospital systems, residential buildings, retail stores, power plants, industrial facilities, and automotive plants.

REPRESENTATIVE EXPERIENCE:

- + 7th District Police Station, Chicago, Illinois
- + 9th District Police Station, Chicago, Illinois
- + 12th District Police, Chicago, Illinois
- + 23rd District Police Station, Chicago, Illinois
- + Fire Station 109, Chicago, Illinois
- + Capitol Complex Master Plan, Springfield, Illinois
- + County of Summit Courthouse, Akron, Ohio
- + Federal Reserve Bank of Chicago, Chicago, Illinois
- + General Services Administration, Kluczynski Federal Building Office Renovation, Chicago, Illinois
- + General Services Administration, Rockford Courthouse, PDS Study, Rockford, Illinois
- + Harris Bank, Chicago, Illinois
- + Police Stations 8, 15, 17, Chicago Illinois
- + State of Vermont Department of Health Laboratory Building, Burlington, Vermont
- + Sun Wall Competition, Department of Energy, Washington, D.C.
- + USDA Cereal Corp Research Laboratory and Office Building, Madison, Wisconsin
- + Wisconsin Department of Health, Madison, Wisconsin
- + Federal Reserve Bank-Site Security Enhancement, Chicago, Illinois

EDUCATION:

Polytechnical Institute, Kiev, USSR,
BS, Mechanical Engineering, 1972

City-Wide College, Chicago, Illinois,
Computer Aid Drafting w/AutoCad
Course, 1990

YEARS OF EXPERIENCE: 29+

Kimberly Palmer Senior Electrical Estimator

Ms. Palmer has over 27 years of experience in the Construction Industry specializing in electrical installation, estimating and project management. Her field experience includes performing installation of electrical systems and equipment. Ms. Palmer has specialized in cost estimating and value engineering of the electrical aspects of construction projects from concept to completion for the majority of her years in the industry.

Ms. Palmer has worked on a wide variety of projects including convention centers, hospitals, laboratories, schools, retail malls, airports, commercial office buildings, chemical plants, automotive plants, steel mills, and printing presses. The value of these projects covers a broad cost range and totals hundreds of millions of dollars. She has the ability and experience to oversee every aspect of a project including negotiations, scheduling and budgeting.

REPRESENTATIVE EXPERIENCE:

- + 7th District Police Station, Chicago, Illinois
- + 8th District Police Station, Chicago, Illinois
- + 9th District Police Station, Chicago, Illinois
- + 12th District Police Station, Chicago, Illinois
- + 15th District Police Station, Chicago, Illinois
- + 17th District Police Station, Chicago, Illinois
- + 23rd District Police Station, Chicago, Illinois
- + Fire Station 109, Chicago, Illinois
- + Chicago Food Depository New Distribution Facility, Chicago, Illinois
- + Capitol Complex Master Plan, Springfield, Illinois
- + Federal Reserve Bank of Chicago, Chicago, Illinois
- + General Services Administration / Immigration and Naturalization Service Restack Chicago, Illinois
- + General Services Administration 1st Impressions Program General Administration, Various Cities
- + General Services Administration Rockford Courthouse PDS Study, Rockford, Illinois
- + GSA Jefferson City US Courthouse, Jefferson City, Missouri
- + Joint Warfare Analysis Command Dahlgren, Virginia
- + McCormick Theological Seminary Building Chicago, Illinois
- + National Institute of Standards & Technology (NIST) Cost Verification Gaithersburg, Maryland

EDUCATION:

NECA Project Management Training, 1997-1998

Apprenticeship Licensed Journeyman Electrician 1983-Current

Trade Service Electrical Estimating School, 1985-1986

NECA Electrical Estimating School 1984-1985

National Electrical Training Industry, 1979-1983

CERTIFICATIONS / AFFILIATIONS:
Journeyman Electrician License

YEARS OF EXPERIENCE:

27

RÉSUMÉ

- † Quincy Court and State Street Beautification Study,
Chicago, Illinois
- † Federal Reserve Bank- Site Security Enchantments,
Chicago, Illinois

Jignesh Shah, MRICS, CCE, AVS, CCCA, LEED AP Senior Consultant

Mr. Shah has over 18 years of experience in the construction industry. His experience covers cost estimating at all the phases of design – Conceptual to Construction Documents, on-site cost control, change order review, bid documentation and value engineering on various projects for both government and private sectors. He also has experience in project management, construction scheduling and constructability reviews on various projects.

Mr. Shah has provided cost estimating and construction consultancy services on a diverse range of projects both local and international. These include Heavy Construction like Roadways, Toll Highways, Bridges, Hotels, Motels & Resorts, Laboratories, Office Complexes, Sports Facilities, Correction centers, Court houses, Hospitals, K-12 Schools, College Buildings, Senior Housing, Custom Homes, Industrial Estates, Shopping Malls, Retail Stores, Medical Office Buildings, Data Centers. The work covered new construction, historical restoration, renovation, additions and alterations to existing facilities.

REPRESENTATIVE EXPERIENCE:

- + 7th District Police Station, Chicago, Illinois
- + 9th District Police Station, Chicago, Illinois
- + 23rd District Police Station, Chicago, Illinois
- + Village of Round Lake Police and Public Works Complex, Round Lake, Illinois
- + Dolton Police Station, Dolton, Illinois
- + Fire Station 109, Chicago, Illinois
- + New Macomb County Jail, Macomb, Michigan
- + New Kane County Jail, St. Charles, Illinois
- + New Montgomery Village Hall, Montgomery, Illinois
- + Grave Site Development for VA in Holly, Michigan
- + North Beach Traffic Court House in Round Lake Beach, Illinois

EDUCATION:

Bachelor of Science in Civil Engineering, University of Poona, 1992

Diploma in Construction Technology, Father Agnel Polytechnic, Bombay, India, 1988

CERTIFICATIONS/AFFILIATIONS:

Professional Associate: Royal Institution of Chartered Surveyors: 2007

Certified Cost Engineer (CCE) by Association for the Advancement of cost Engineering International (AACE International)

Associate Value Specialist (AVS) by Society of American Value Engineers International (SAVE International)

Certified Construction Contract Administrator (CCCA) by Construction Specification Institute (CSI)

LEED Accredited Professional (LEED AP) by United States Green Building Council (USGBC)

Associate Member of American Society of Civil Engineers

Certified Contractors Quality Control (CQC) by United States Army Corps of engineers

YEARS OF EXPERIENCE: 18+

Stefan Laxgang **Senior Cost Estimator**

Mr. Laxgang has over 40 years of experience in the construction industry and a successful record of accomplishment of completing quality projects within budget and time restraints. He specializes in estimating architectural and structural portions of a building and has experience working as a project manager. Mr. Laxgang is able to prepare and present written or verbal reports and effectively communicate ideas with all levels of managers, architects and clients. Additionally, he is familiar with a wide variety of software and fluent in the English and German languages.

Prior to joining Faithful+Gould, Mr. Laxgang served as Vice President/Project Manager for a major Chicago contracting and construction management firm. He was also an estimator for the Chicago architectural firms of Perkins & Will and Skidmore Owings & Merrill. He has managed a 40-man construction team for a national glass company, and owned and operated his own remodeling construction company for a number of years.

This extent of industry experience from both the design and physical construction aspects has added an incredible depth of knowledge to Mr. Laxgang's expertise as Faithful+Gould's Senior Cost Estimator.

REPRESENTATIVE EXPERIENCE:

- + 7th District Police Station, Chicago, Illinois
- + 8th District Police Station, Chicago, Illinois
- + 9th District Police Station, Chicago, Illinois
- + 12th District Police Station, Chicago, Illinois
- + 15th District Police Station, Chicago, Illinois
- + 17th District Police Station, Chicago, Illinois
- + 23rd District Police Station, Chicago, Illinois
- + Federal Bureau of Prisons, Pollock, Louisiana
- + General Services Administration, 1st Impressions Program, Various Cities
- + General Services Administration, Rockford Courthouse PDS Study, Rockford, Illinois
- + General Services Administration, Immigration and Naturalization Service Facility, Milwaukee, Wisconsin
- + General Services Administration, Kluczynski Federal Building Office Renovation, Chicago, Illinois
- + General Services Administration, Rockford Courthouse PDS Study, Rockford, Illinois
- + Great Lakes Navy Facility, New Fire Station, Great Lakes, Illinois

EDUCATION:

German Construction Trade School,
1956

CERTIFICATIONS/AFFILIATIONS:

American Association of Cost
Engineers

YEARS OF EXPERIENCE: 40+

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EXHIBIT B
DISCLOSURE AFFIDAVIT

Police District 12
PS624

Name: VOA Associates, Inc

Address: 224 South Michigan Avenue, Chicago Illinois 60604

Telephone No.: (312) 554-1412

Federal Employer I.D. #: 36-2674078 Social Security #: _____

Nature of Transaction:

- Sale or purchase of land
 Construction Contract
 Professional Services Agreement
 Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above 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 *Paul K...*, as PRINCIPAL
(Name) (Title)

and on behalf of VOA Associates, Inc.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. 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".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

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SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Delaware

b. Authorized to do business in the State of Illinois: Yes [X] No []

c. Names of all officers of corporation or LLC (or attach list):
Names of all directors of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Michael A. Toolis</u>	<u>CEO</u>	<u>Michael A. Toolis</u>	<u>Chairman</u>
<u>Percy E. Roberts</u>	<u>President</u>	<u>Percy E. Roberts</u>	<u>Director</u>
<u>Paul Hansen</u>	<u>COO</u>	<u>Paul Hansen</u>	<u>Director</u>

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Michael A. Toolis</u>	<u>224 South Michigan Ave. Chicago, Illinois 60604</u>	<u>36.5%</u>
<u>Percy E. Roberts</u>	<u>224 South Michigan Ave. Chicago, Illinois 60604</u>	<u>20.9%</u>
<u>Nicholas Luzietti</u>	<u>224 South Michigan Ave. Chicago, Illinois 60604</u>	<u>11.5%</u>
<u>Ted Fery</u>	<u>224 South Michigan Ave. Chicago, Illinois 60604</u>	<u>9.4%</u>

e. For LLC's, state whether member-managed or identify managing member:

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [] No [X]

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.

SECTION 2. PARTNERSHIPS

- a. 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 of Partners (Print or Type) Percentage Interest

Not Applicable

_____ %

_____ %

_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. 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 NO, complete items b. and c. of this Section 3.

- b. 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). (Print or Type)

Not Applicable

- c. 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(s) Address(es)

Not Applicable

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s) Address(es)

Not Applicable

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SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
Not Applicable	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

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

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

B. SUBCONTRACTORS

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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 describe in Section II(A) (1)(a) or (b) of this certification; (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 II(A)(1)(a) or (b) 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 describe in Section II(A)(1)(a) or (b) of this certification 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 in Section II(A)(1)(a) or (b) 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 Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), 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 Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

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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 [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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.

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, 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.

III. 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

AMENDMENT 5
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Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

VERIFICATION

Under penalty or 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 Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

Paul Hansen

Signature of Authorized Officer

PAUL HANSEN

Name of Authorized Officer (Print or Type)

PRINCIPAL

Title

312.554.1400

Telephone Number

State of ILLINOIS

County of COOK

Signed and sworn to before me on this 11th day of AUGUST, 2009 by

PAUL HANSEN (Name) as PRINCIPAL (Title) of

VOA ASSOCIATES INCORPORATED (Bidder/Proposer or Contractor)

[Signature]
Notary Public Signature and Seal



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Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

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**EXHIBIT A
DISCLOSURE OF RETAINED PARTIES
Police District 12
PS624**

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals 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 or lease. 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.
3. "Lobbyists" means any person (a) who 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.

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: 12th District Police Station PS624 Amendment 5
Description of goods or services to be provided under Contract: Architectural Services
2. Name of Consultant: VOA Associates, Inc.
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

4. The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.

Paul Hansen
Signature

8/11/09
Date

PAUL HANSEN
Name (Type or Print)

PRINCIPAL
Title

Subscribed and sworn to before me
this 11th day of AUGUST 2009

Notary Public





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

March 1, 2009

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

RECEIVED
MAR - 5 2009

Annual Certificate Expires **PRIMERA ENGINEERS, LTD. November 1, 2009**
Vendor Number: **1008881**

Dear Mr. DeSantiago:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until **November 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Professional Design Firm; Structural Engineering Services; Engineering and Architectural Consulting; Construction Inspection

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc



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

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

Name of Project: District 12 New Police Station

Project Number: _____

FROM:

Primera Engineers, Ltd. _____ MBE WBE _____
(Name of MBE or WBE)

TO:

VOA Associates, Inc. _____ and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3/1/2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.
Mechanical, Electrical, Plumbing, and Fire Protection Engineering and Telecommunications Services.

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

Site Preparation Package - \$30,000

Building and Site Design - \$225,000

AV and Technology Consulting - \$20,000

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Primera Engineers, Ltd.

Name of MBE/WBE Firm (Print)
8/10/ 2009

Date
312.606.0910
Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date
Phone



Signature

Kenneth R. Panucci, Senior Vice President

Name (Print)

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: _____

Project Number: PS1167

FROM:

Matrix Engineering Corporation MBE X WBE _____
(Name of MBE or WBE)

TO:

VOA Associates Incorporated and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated February 27 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Structural Engineering Design Services

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

\$158,000

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Matrix Engineering Corporation

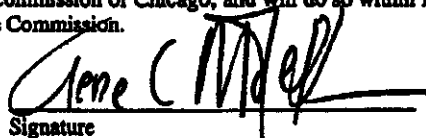
Name of MBE/WBE Firm (Print)

August 10, 2009

Date

(312) 427-1200

Phone



Signature

Gene C. Mojekwu

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

NEIGHBORHOODS



February 27, 2009

Dr. Eugene C. Mojekwu
Matrix Engineering Corporation
33 West Jackson Blvd. - 4th Floor
Chicago, Illinois 60604

Annual Certificate Expires:
Vendor Number:

January 1, 2010
1049093

Dear Mr. Mojekwu:

Congratulations on your continued eligibility for certification as a MBE by the City of Chicago. This MBE certification is valid until **January 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **January 1, 2010**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within **60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Professional Design Firm; Structural Engineering Services and Consulting;
Professional Engineering Services and Consulting**

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/la



SCHEDULE C-3
MBE/WBE to Perform as Subcontractor/Subconsultant
Task Order Contracts

Contract #: _____ Project #: _____

Project Description: Police District 12

From: Terra Engineering Ltd.
(Name of Subcontractor)

Please check one: MBE: WBE: Non - M/WBE:

To: VOA Associates and the City of Chicago:
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Civil Engineering Services

The above described performance is offered for the following price and described terms of payment:

\$70,000 site prep package and main building package; \$57,000 site/main building package;

\$3,000 public utility relocations

Sub-Subcontracting levels:

 0 % of the dollar value of the MBE/WBE's subcontract will be sublet to a non-MBE/WBE firm.

 0 % of the dollar value of the MBE/WBE's subcontract will be sublet to a MBE/WBE firm.

Note: On a separate sheet of paper, list the name of the firms and provide a brief explanation and description of such work that will sublet to said firms and attach it to this Schedule.



(Signature of Owner or Authorized Agent)

President

Name/Title (Print)

8/5/09

Date

312-467-0123

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

March 26, 2009

Karen Steingraber, P.E.
Terra Engineering, Ltd.
225 West Ohio Street - 4th Floor
Chicago, Illinois 60654

APR 22 2009

BY: _____

Annual Certificate Expires:
Vendor Number:

February 1, 2010
1038413

Dear Ms. Steingraber:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until February 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by February 1, 2010.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Professional Design Services; Engineering Consulting and Services

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/la

IL UCP Host: IDOT



ELECTRONIC FILE TRANSFER AGREEMENT

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: **ELECTRONIC MEDIA**

PROJECT NAME AND NO.:

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

TERMS OF AGREEMENT:

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

Architect:

Architect Authorized Signature [date]

Acknowledged and Accepted for:

Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

Signature of Third Party [date]