



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

**ARCHITECT OF RECORD SERVICES
MT. GREENWOOD SCHOOL ANNEX II
- PS2090**

PROJECT 05145

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

EC PURDY & ASSOCIATES

ORIGINAL

FOR

**ARCHITECT OF RECORD SERVICES
MT. GREENWOOD SCHOOL ANNEX II - PS2090**

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
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FIRM NAME:	EC Purdy & Associates
CONTACT NAME:	Elizabeth C. Purdy
CONTACT TELEPHONE:	312-408-1631
CONTACT EMAIL:	ecpurdy@ecpurdy.com
ADDRESS:	53 West Jackson Boulevard, Suite 1631, Chicago, Il. 60604

**Mayor Rahm Emanuel
Chairman**

Carina Sanchez
Executive Director

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EXECUTION PAGE
Architect of Record Services
Mt. Greenwood Elementary School Annex II – PS2090

THIS AGREEMENT effective as of **February 14, 2017**, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission"), and **EC Purdy & Associates** with offices at 53 W. Jackson Blvd., Suite 1631, Chicago IL 60604 (the "Architect" or "Consultant").

RECITALS

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

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

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

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

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

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

EXECUTION PAGE
Architect of Record Services
Mt. Greenwood Elementary School Annex II – PS2090

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

PUBLIC BUILDING COMMISSION OF CHICAGO

By: *Rahm Emanuel* _____ Date: _____
Rahm Emanuel
Chairman

By: *Lori Ann Lypson* _____ Date: 7/3/17
Lori Ann Lypson
Secretary

EC PURDY & ASSOCIATES

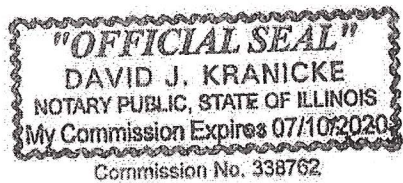
By: *Elizabeth C. Purdy* _____
Print Name: Elizabeth C. Purdy
Title: Owner

County of Cook
State of Illinois

AFFIX CORPORATE
SEAL, IF ANY, HERE

Subscribed and sworn before me by ELIZABETH PURDY
as OWNER of E.C. PURDY & ASSOCIATES this 25TH day of MAY, 2017

[Signature] _____
Notary Public
My Commission Expires 10 July 2020



Approved as to Form and Legality:

By: *Anne L. Zredl* _____ Date: 6/26/17
Neal & Leroy, LLC

TERMS AND CONDITIONS

Article I. INCORPORATION OF RECITALS

Section 1.01 The matters recited above, the "Background Information," are incorporated in and made a part of the Agreement.

Article II. DEFINITIONS AND USAGE

Section 2.01 Definitions. The following phrases have the following meanings for purposes of the Agreement:

- (a) *Additional Services.* Additional services to be provided by the Architect for the Project pursuant to the provisions of this agreement.
- (b) *Agreement.* This Agreement for Design Architect Services, between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- (c) *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.
- (d) *Authorized Commission Representative(s).* One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (e) *Commission.* The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (f) *Day.* Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (g) *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.
- (h) *Executive Director.* The person employed by the Commission as its Executive Director or designee.
- (i) *Key Personnel.* Those job titles and individuals identified herein.
- (j) *On-line Collaboration and Document Management.* ("OCDM" or "the System") refers to the PBC's designated On-line Collaboration and Document Management system. It shall be used by the Contractor to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.
- (k) *Project.* Various Projects to be undertaken by the Commission on behalf of User Agency.
- (l) *Services.* Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.
- (m) *Subconsultant or Subcontractor.* Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.

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

Section 2.02 Usage and Conventions

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

Article III. INCORPORATION OF DOCUMENTS

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

Section 3.01 Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

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

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

Section 4.01 Engagement. The Commission engages the Architect, and the Architect accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended by an Amendment to the Agreement as provided below in Section 4.13.

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

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

Section 4.04 Nondiscrimination. In performing under this Agreement the Architect will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Architect certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. §

60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Architect will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

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

Section 4.06 Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises and women business enterprises for not less than 30% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, and the Amended Resolution passed on June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

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

Section 4.08 Compliance with Laws. In performing its engagement under the Agreement, the Architect must comply with all applicable federal, state and local laws, rules, and regulations. The Architect and its Subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission and the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.

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

Section 4.09 Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.

Section 4.10 Performance Standard.

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

Section 4.11 Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify errors, omissions or ambiguities. The Commission has a committee that reviews the project for alleged errors and omissions by the Architect. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Architect will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, damages incurred by the Commission resulting from errors or omissions in the construction documents prepared by the Architect. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of this Agreement.

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

Section 4.12 Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Architect, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment absent such written amendment.

Section 4.13 Limitations on Sub-Consultants and Subcontractors. Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

Section 4.14 Task Orders.

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

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

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

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

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

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

Article V. TERM

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

Section 5.02 Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Architect at least 30 days before the effective date of termination.

So long as the Architect is not in default under this Agreement at the time of termination, the Commission will pay the Architect, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of termination. The Commission may exercise any right of set off regarding Architect's failure to properly perform Services from payments that are due to Architect.

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

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

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

Section 5.05 Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Architect under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect is not in default of any obligation of the Architect under the Agreement, the Commission will pay to the Architect, according to the terms of the Agreement, all compensation and reimbursements due to the Architect for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

Article VI. COMPENSATION OF ARCHITECT

Section 6.01 The Commission will compensate the Architect for the Services in the amount and manner set forth as described in Schedule B and has modified by each duly executed Task Order.

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

Section 6.03 Delays. The Architect agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such

delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder. Commission, in its sole discretion, may consider requests for financial compensation for delays.

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

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

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

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

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

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

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

Article VIII. INDEMNIFICATION

- a. Professional Indemnity. For claims alleging professional negligence, the Architect must indemnify and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including reasonable fees and expenses of attorneys, court costs and expert's fees, that may arise out of the Architect's negligent acts, errors and omissions and misconduct in the Architect's performance under this agreement or the performance of any Subcontractor retained by the Architect in connection with this agreement.
- b. General Indemnity. For all other claims, the Architect must protect, indemnify, and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Architect's performance under this agreement or any Subcontractor retained by the Architect in connection with this agreement.
- c. The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to reasonable legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Party(ies), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required

under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. For claims subject to the general indemnity, the Architect shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Architect even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties.

The Indemnified Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Architect of its obligations hereunder.

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

Section 8.01

Article IX. INSURANCE MAINTAINED BY THE ARCHITECT

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

Article X. DEFAULT

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

- (a) Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Architect by the Commission;
- (b) Any representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- (c) The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
- (e) The Architect's material failure to perform any of its obligations under the Agreement, including any of the following:

- (i) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to this Agreement;
- (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
- (iv) Discontinuance of the Services for reasons within the Architect's reasonable control; or
- (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
- (vi) The Architect shall have a ten day period to cure following written notice for the events of default listed here.
- (f) Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- (g) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, the Chicago Public Schools or the Chicago Park District. Architect acknowledges that in event of a default under any such Agreement the Commission may also declare a default under this Agreement.

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

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

Article XI. CLAIMS AND DISPUTES

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

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

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

Section 11.03 Dispute Procedure. In the event that the Authorized Commission Representative and Architect can not resolve the Claim, the Architect may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 11.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

Section 11.04 Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after the response by the Commission Representative was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Architect must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Architect disagrees with the Executive Director's final decision, the Architect may file, a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Architect. However, the Architect must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Architect shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

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

Article XII. CONFIDENTIALITY

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

Article XIII. ASSIGNMENT

The Architect acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Architect and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Architect, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Architect undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Architect during any 12-month period. In the event of an assignment by the Architect without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility.

The Architect further acknowledges that the Architect represented to the Commission the availability of certain members of the Architect's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Architect must so notify the Commission in writing, and must assign other qualified members of the Architect's staff, as approved by the Commission, to the Project.

Article XIV. RELATIONSHIP OF PARTIES

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

Article XV. GENERAL

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

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

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

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

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

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

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

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

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

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

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

Article XVI. EXISTING CONTRACT DOCUMENTS

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

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

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

**SCHEDULE A
ARCHITECT OF RECORD SCOPE OF SERVICES**

I. Part I – Design / Engineering for Site Preparation

A. Scope Development Phase

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

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

B. Construction Documents Phase

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

1. 100% Construction Documents. Final development of the Site Preparation and Foundation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commission's environmental consultant.
 - a) Site Preparation and Foundation Documents (including specifications).
 - b) Provide a list of required submittals and a schedule for submission with the 100% construction documents.
 - c) Integrate Sustainability or LEED strategies into the Construction Documents.
2. Site Preparation and Foundation Construction Cost Estimate

C. Bidding and Contract Administration Phase

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

1. Respond and document Requests for Information (RFI) submitted by the contractor and provide responses within a reasonable time.
2. Provide field observation of the construction as necessary each week to adequately monitor the progress and conformance of the permanent features of the Work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before Final Completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon the written request of the Authorized Commission Representative.
3. Attend and participate in regularly scheduled:
 - a) Weekly Project meetings.
 - b) Monthly pay application meetings for approval of contractor pay requests.

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

D. Closeout Phase

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

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

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

A. Building Assessment and Concept Review

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

1. Site visits and review of as-built drawings.
2. Detailed review of conceptual estimate.
3. Detailed review of concept design and its compatibility with the existing conditions.
4. Building assessments including, but not limited to architectural, landscape, structural, mechanical, electrical, plumbing, life safety and civil disciplines.
 - a) Comprehensive exterior envelope assessment limited to extent necessary to define and design exterior envelope scope of work at the location of the addition and tandem with interior renovations.

b) Comprehensive interior conditions assessment limited to the extent necessary to define interior scope of work for interior renovations and interior renovations associated with building systems tie-ins. Comprehensive building systems assessment necessary to define MEP renovations/upgrades, and scope of work in tandem with the building addition.

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

B. Schematic Design Phase

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. Architect will prepare narratives, plans, elevations and other drawings and outline specifications necessary to illustrate the scope, phasing, and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. Review the Schematic Design Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Schematic Design Documents as required to align with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
6. Facilitate and document a sustainable design charrette and follow up sessions with all sub consultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charrette is to confirm that the Project's target sustainability or LEED Certification rating to be determined is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.
7. If the project is determined to seek LEED certification, register the project as a LEED project under the current version of LEED with the Green Building Certification Institute (GBCI).
8. Prepare documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
9. Prepare documents necessary to illustrate any required amendments to the public right of way.
10. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, and Office of Emergency Management and Communications.
11. Conduct and prepare a code analysis package, including, but not limited to, the following components:
 - a) Occupancy classification
 - b) Construction type

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

C. Design Development Phase

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. Architect will collaborate in analysis and will prepare conceptual documentation such as narratives, drawings and specification detail necessary to illustrate alternative design development strategies under consideration by the Commission, and the Using Agency. These alternative strategies will be forward progression analysis of key decisions made in concept design and may include but are not limited to: alternative structural detailing; alternative design applications of base line building systems, sustainable systems and storm water management systems; materials; equipment; and constructability considerations.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
6. Preparation of documents necessary to illustrate any required amendments to the public right of way.
7. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Department of Water Management, and Office of Emergency Management and Communications.
8. Conduct and prepare a code analysis package, including, but not limited to, the following components:
 - a) Occupancy classification
 - b) Construction type
 - c) Occupant load by area and floor
 - d) Travel distances
 - e) Accessibility
 - f) Exit types, units and widths
 - g) Plumbing fixture counts
 - h) Loading berths and parking requirements
 - i) Fire resistance requirements
9. A log of material deviations from the Concept Design must be demonstrated in a final Design Development Package by the Architect and approved, in writing, by the Authorized Commission Representative.

10. Using a complete set of Design Development Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost.
11. Provide a Sustainable Design / LEED update, with a detailed narrative correlating goals and strategies established in the sustainability charrette with strategies currently included in the project. Review all VE options with respect to their impact on sustainability goals.
12. Review the Design Development Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required aligning with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
13. Prepare a Design Development phase presentation to the Commission. Presentation to be made as directed in writing by the Authorized Commission Representative. Presentation shall include a colored Site Development Plan, Colored Floor Plans, Colored Elevations and a minimum of two Perspective Renderings.
14. Immediately upon the Authorized Commission Representative's review, written responses to review and written approval of the deliverables of the Design Development phase, begin the next phase on the updated and approved schedule.
15. Post all Design Documents of this subsection into the System, as defined.

D. Construction Documents Phase

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

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews will be performed at 60%, and 90% on the dates listed in Project Schedule, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry standard elements required for the architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment, site work, and sustainability strategies and requirements. At the completion of every milestone, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.
2. At a minimum, the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:
 - a) Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the existing or designed ceiling height and the bottom of any new or existing structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of existing or new slabs. Any limitations on embedded services will be noted on the construction documents.
 - c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.

- d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed and existing spaces and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
3. The Architect will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
 4. The Architect will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.
 5. The Architect will be responsible for the overall coordination review. As each coordination document is completed, the Architect will review and resolve significant conflicts. The Architect must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect with the Commission's design review team.
 6. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:
 - a) Verification of responsibilities for providing inspections, tests and certificates.
 - b) Scope of services for the testing and inspection services.
 - c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
 7. The Architect shall coordinate their scope with the Commission's Environmental Soils Management and Environmental Renovation /Demolition Consultant(s) in the development of the Commission's environmental bid documents and specifications. Scope coordination shall include but not be limited to the architectural, demolition, plumbing, mechanical, electrical sub-consultants. The environmental documents prepared under the supervision of the Commission's environmental consultants for the proper management of environmental soils, Asbestos Containing Material (ACM) Lead Based Paint (LBP) abatement/mitigation, and management/disposal of Hazardous Materials and Universal Waste shall be included as part of the construction document milestone submittals and bidding documents.
 8. Prior to submission of 90% Construction Documents to the Commission, Architect shall prepare coordination documents to confirm that the various elements of the Architect's Construction Documents are sufficiently coordinated to support an accurate bid process and minimize the potential for change orders during the construction phase of the project. The Architect will resolve any known conflicts prior to issuing the Bid Set of documents. Coordination documents shall address the following, at a minimum:
 - a) Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.
 - b) Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
 - c) Inconsistencies between drawings and specifications (between disciplines and within each discipline).

- d) As required to manage discipline coordination, the Architect must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the Commission's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the Commission.
9. At the completion of 90% Construction Documents, the Architect shall submit the project for permit.
- a) Permit Submittal Phase: The Architect shall enter the project into the City of Chicago E-Plan permit system, obtain an application number, administer and obtain all required documentation, and upload all required permit documents into the E-Plan Project Docs system for preliminary review. The Architect shall complete all permit submittal phase tasks on a timeline to facilitate Preliminary Approval from Department of Buildings Project Manager in accordance with the approved Commission schedule. For green permit submissions, the permit package shall include:
 - (1) LEED registration information.
 - (2) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit.
 - (3) Current 90% Construction Drawings and Specifications
 - (4) Energy Simulation Modeling.
 - b) Permit Review Phase: Architect shall monitor the progress of permit reviews and report on a weekly basis the status of reviews to the Authorized Commission Representative. At the conclusion of the first round of all reviews, the Architect shall respond to all permit comments and upload all required permit document corrections into the E-Plan Project Docs system for second review within a reasonable time (not to exceed 15 days) or in accordance with the Commissions approved schedule. The Architect shall complete all permit review activities on a timeline to facilitate permit approval in accordance with the Commission's approved schedule.
 - c) Permit Initiation Phase: Upon receipt of all Contractor permit documentation, upload all documents into the E-Plan Project Docs system for permit issuance.
10. Conduct and prepare a code analysis package, including, but not limited to, the following components:
- a) Occupancy classification
 - b) Construction type
 - c) Occupant load by area and floor
 - d) Travel distances
 - e) Accessibility
 - f) Exit types, units and widths
 - g) Plumbing fixture counts
 - h) Loading berths and parking requirements
 - i) Fire resistance requirements
11. Prepare 60%, and 90% Construction Documents including modifications and revisions as approved by written direction of the Authorized Commission Representative. Construction Document Deliverables for each milestone 60% and 90% include:
- a) Certification of Compliance with Commission's Design Checklist
 - b) Design Guidelines and Standards Deviation Log
 - c) Request for Clarification (RFC) Log
 - d) Request for Design Change (RFDC) Log
 - e) Issue updated Submittal and Closeout Matrix
 - f) Site Preparation Construction Documents (including specifications)
 - g) Building Construction Documents (including specifications)

- h) Sustainable Design Goals and LEED documentation, to include a matrix with detailed narrative describing project- specific strategies integrated into the design to achieve sustainability goals and/or LEED credits that were targeted in the sustainability charrette, as shown in the Commission's Design Management Manual:
 - i) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project. Energy Simulation Modeling using modeling software acceptable to LEED and for building code. This may include DOE2 based Energy Modeling Software. Use energy model as a design tool and provide model results to demonstrate achievability of energy efficiency goals. Model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Commission. An updated model must be provided with each project milestone. Updated Storm water Analysis and Management Proposal.
 - j) Compilation of issued meeting minutes
 - k) Issuance of updated zoning analysis package and required rezoning documentation as required
 - l) Issuance of updated code analysis package
 - m) Issuance of updated MEP coordination documentation
 - n) Issuance of and coordination with Site Environmental and Environmental Demolition and Renovation drawings prepared by the Commissions Consultant
 - o) Issuance of milestone packages for review
12. Using a complete set of 60% and 90% Construction Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost.
 13. At the completion each Construction Document phase 60% and 90%, prepare a written and oral report of the Construction Document phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.
 14. Issue hard copies of the 60% and 90% Construction Document Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Construction Document Milestone Reviews. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.
 15. Review the 60% and 90% Construction Documents along with value engineering items, with the Authorized Commission Representative. Incorporate modifications and revisions into the Issue for Bid Documents as required aligning with the Commission's Estimate of Probable Construction Costs with the Construction Budget for the Project.
 16. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase 60% and 90%, begin the next phase on the updated and approved schedule.
 17. If requested, attend the Commission's internal Bid Package Review Conference where the Commission will verify that the construction documents, including the coordination documents, prepared by the Architect are ready to issue for bids.
 18. Commission's Performance Evaluation of Construction Documents: The Commission will review the Architect's performance in providing Construction Documents after the project has been bid. If requested by the Commission the Architect will be required to attend a meeting to discuss its performance review.

E. Bidding Phase

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

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

F. Construction Administration

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

1. Attend and participate in regularly scheduled:
 - a) Weekly Project meetings
 - b) Environmental Project meetings
 - c) Utility Coordination Project meetings
 - d) Monthly pay applications meetings for approval of contractor pay requests.
2. Provide field observation of the construction each week of construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
3. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
4. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines and the Contractor's accuracy and completeness of submittals. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals

to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.

5. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
6. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
7. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
8. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
9. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.
10. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.
11. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
12. During Construction administer the Project's sustainability or LEED compliance and submittal program as part of construction administration
 - a) Participate in the Sustainability or LEED Construction kickoff mtg. Agenda by the Commission. Purpose of the meeting is to outline the General Contractor (GC) responsibilities and path for all pertinent submittals and information flow throughout the project.
13. For LEED projects (this subsection may be applicable to the Project at sole discretion of the Commission):
 - a) Serve as LEED On-Line Project Administrator:
 - i. Invite GC and whomever else Commission designates to join the LEED On-Line project.
 - b) Manage LEED On-Line Design Submittal: Coordinate, assemble and submit design package to the Green Building Certification Institute (GBCI):
 - i. Assign Design Credits to consultants etc. to upload; Set reasonable timeline for each credit upload.
 - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and

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

D. Close Out Phase

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

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

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

The Architect shall provide the following Services:

- A. For all parts and phases of the project, if the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission and consistent process set forth in Schedule A. In the event that the Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the Commission-Provided Information, the Commission will consider a request for additional compensation in accordance with Article VII, Section 7.01.

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

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

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

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**SCHEDULE B
COMPENSATION OF THE ARCHITECT**

I. ARCHITECT'S COMPENSATION

The Commission shall, subject to the prior written authorization of the Executive Director, pay the Architect for the satisfactory performance of the Services in accordance with the terms of Task Order Service Proposals requested by the Commission. Proposals may be on the basis of: 1) Fee plus limited Reimbursables ("Proposal-Basis"); 2) Hourly Rates (Not-to-Exceed) plus limited Reimbursables ("Hourly Rate Basis"); or 3) other composition as agreed by the Commission and the Architect.

II. BILLING RATES

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

<u>Architect of Record</u>	<u>EC Purdy & Associates</u>	<u>Structural Engineer</u>	<u>Goodfriend Magruder Structure</u>
Principal in charge	\$160.00 per hour	Principal in charge	\$195.00 per hour
Project Architect	\$150.00 per hour	Project Engineer	\$155.00 per hour
Architect	\$90.00 per hour	Project Designer	\$120.00 per hour
CAD Operator	\$60.00 per hour	Building Info Modeler	\$120.00 per hour
Administrative	\$50.00 per hour		
		<u>MEP&FP Engineer</u>	<u>RAO Engineering</u>
<u>Civil Engineer</u>	<u>RME Engineering</u>	Principal	\$100.00 per hour
Principal	\$235.00 per hour	Engineer	\$85.00 per hour
Sr. Project Manager	\$215.00 per hour	Designer	\$70.00 per hour
Project Manager	\$165.00 per hour	CAD Operator	\$60.00 per hour
Project Engineer	\$130.00 per hour	Administrative	\$45.00 per hour
Engineer	\$110.00 per hour		
Sr. Technician	\$95.00 per hour	<u>LEED Consultant</u>	<u>Alpha Commissioning</u>
		Principal	\$250.00 per hour
<u>Landscape Architect</u>	<u>Jacobs/Ryan Associates</u>	Engineer	\$150.00 per hour
Principal	\$175.00 per hour	LEED Consultant	\$150.00 per hour
Project Designer	\$100.00 per hour	Project Manager	\$125.00 per hour
Designer	\$85.00 per hour	Administrator	\$25.00 per hour
Administration	\$75.00 per hour		
		<u>Roofing Consultant</u>	<u>Mac Brady Associates</u>
		Project Manager	\$195.00 per hour
		Site Observation	\$100.00 per hour

Additional titles and billing rates may be added by prior written approval of the Executive Director. The following will be included in Architect's fixed fee.

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.
3. Any such consultant as requested and approved by the Commission.

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 and geotechnical.
6. Other direct costs of the Project may be approved as a Reimbursable Expense by Commission's Authorized Representative provided that written approval is obtained in advance of incurring the expense and provided that the expense is to be reimbursed on a Lump Sum basis.

V. METHOD OF PAYMENT

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

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

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

VI. INVOICING

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

**SCHEDULE C
INSURANCE REQUIREMENTS**

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

INSURANCE TO BE PROVIDED:

C.1 Workers' Compensation and Employers Liability

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

C.2 Commercial General Liability (Primary and Umbrella)

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

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

C.3 Automobile Liability (Primary and Umbrella)

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

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

C.4 Professional Liability

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

Subcontractors performing work for Architect must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein. In the event that the subcontractor/subconsultant is performing geotechnical and/or environmental services, that subcontractor/subconsultant must maintain limits of not less than \$2,000,000 per occurrence subject to the same terms herein.

C.5 Property

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

C.6 Valuable Papers

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

C.7 Contractors Pollution Liability

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

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

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

ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

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

Resumes of Key Personnel and Management Team

Elizabeth C. Purdy

NCARB Certification

Licensed Architect in Illinois,

Arizona, California, Florida, Michigan, New York, Ohio, Texas, and Wisconsin.

Registered Interior Designer in Illinois

LEED AP

MArch Architecture; University of Michigan, Ann Arbor, Michigan

BA Architecture; Washington University, St. Louis, Missouri

Ms. Purdy has over thirty years of architectural and interior design experience ranging from major international and national complexes to modest projects which have limited budgets; from the public and corporate sector to the private client; from the multi-use business campus and prestigious institutional facility to the individual room design. Ms. Purdy has responsibility for the administration of design coordination and team and project management.

Representative Projects:

Chicago Public Schools:

Prime and Architect of Record for over sixty projects from 1998 to 2013. EC Purdy & Associates experience with the public schools has included diverse design work from major exterior masonry repairs and window replacement to energy efficient roofing projects, from campus landscaping and parking to major ADA renovations to pool and locker room renovations. These projects have usually required interior design services, as well as the coordination of related design professionals, including structural, mechanical, electrical, plumbing, civil engineering, and landscape architecture.

University of Chicago:

Architectural Consultant – Redevelopment of historic building into new Business Mathematics studies center – 2010 to 2012. Project included both the creative renovation of an historic structure and a sympathetic building addition to convert a dilapidated residential building into a state-of-the-art modern academic center. EC Purdy & Associates provided ongoing consulting work to Michael Rosen Architect that included permit consultations, specification writing, interior design, and construction observation.

University of Chicago Charter Schools - Woodlawn Campus:

Ms Purdy led a team that first performed site selection studies, obtained City of Chicago Department of Planning approval, and then designed and created construction drawings for a 70,000sf grades 6-12 school. Project is expected to obtain LEED Silver certification and be completed in Fall of 2017.

EC PURDY & ASSOCIATES

ARCHITECTURE - INTERIOR DESIGN - PLANNING

RESUME

David A. Schalk

Licensed Architect in Illinois

LEED AP

BS Architecture; University of Virginia, Charlottesville, Virginia
Fifteen years with EC Purdy & Associates

Mr. Schalk has over twenty-nine years of architectural and design experience on large projects ranging from national corporate headquarters and research facilities to prestigious educational and cultural centers; from the offices of major financial and legal firms to multi-phased renovations within historic structures. He has incorporated his enthusiasm for design craftsmanship to a variety of projects that includes the Chicago Public Schools and Park District. Examples range from product showrooms in loft buildings to contemporary renovations within historic office buildings.

Representative Projects:

Chicago Public Schools:

Project Architect for over sixty projects from 1998 to 2012. EC Purdy & Associates experience with the public schools has included diverse design work from major exterior masonry repairs and window replacement to energy efficient roofing projects, from campus landscaping and parking to major ADA renovations to pool and locker room renovations. These projects have usually required interior design services, as well as the coordination of related design professionals, including structural, mechanical, electrical, plumbing, civil engineering, and landscape architecture.

Forest Preserve District of Cook County:

Project Architect for three separate projects of thirteen existing buildings that encompass everything from exterior renovations, roof replacements, site accessibility, accessible toilet rooms for both public and staff, and training rooms. These projects require coordination of diverse professional teams and a knowledge of construction technologies of both the present and the past.

City of Chicago, Department of Buildings:

Code consultation for Developer Services Program – Mr. Schalk provided code consultations on behalf of the Department of Buildings to almost ninety developers with complex renovation programs including loft condominium conversions, expansion of public park buildings, public museums, and academic facilities. In addition to the direct provision of architectural and accessibility consultations, Mr. Schalk coordinated a team of allied professionals with expertise in fire prevention, electrical, and mechanical issues.

53 West Jackson Boulevard Suite 1631 Chicago Illinois 60604

RESUME

Jamie Lis Stevens

Licensed Architect in Illinois

M. Arch.; University of Illinois, Urbana-Champaign

B.S. Architecture; University of Illinois, Urbana-Champaign

Ms. Stevens has over twenty years of architectural experience in all project phases from design through construction administration. Her work has spanned a wide variety of projects in both the public and corporate sectors as well as private clients and include schools, hospitals, commercial and residential. Ms. Stevens takes on her own projects as well as working for other architectural firms on a per project basis.

Representative Projects:

CPS Mollison School: Ms Stevens has been engaged with EC Purdy & Associates performing Construction Administration and observation. Work includes interior alterations and new classroom air conditioning.

Forest Preserve District of Cook County: With EC Purdy & Associates, Ms. Stevens has been participating in design and fieldwork for multiple sites in southwestern Cook County. Work includes life safety upgrades and accessibility alterations.

Chicago Public Schools building assessment and peer reviewer:

With Amistad Architects, as the architectural representative on a team of building and construction professionals Ms. Stevens assessed and reported on the renovation and repair needs of over 20 CPS schools. She also reviewed the architectural drawings for each of these schools to evaluate the completeness and accuracy of the drawings.

Dawson Technical Institute:

With Amistad Architects, as the lead architect Ms, Stevens worked closely with the staff of the City of Chicago Colleges staff and Dawson Technical Institute to develop the renovation program and design development which included exterior rehabilitation and extensive reconfiguration and redesign of classrooms, offices, library, and other spaces. She managed the drafting staff through construction documentation and coordinated with structural, mechanical, electrical, plumbing, and other team consultants throughout the project. During the construction phase Amistad Architects closed so in order to keep the project moving forward Ms. Stevens continued construction management as a consultant directly for the City Colleges through to successful completion.

545 W Aldine:

With Mayer Jeffers Gillespie Architects, as lead architect, Ms Stevens collaborated on the initial design with the managing architect for a new residential 8 story mid-rise with 34 units. Ms. Stevens produced the design development through construction documents and coordinated with the design consultants as well as the construction administration.

Mohsen M. Farahany, SE, PE
Principal



Education

MS in Civil Engineering, University of Texas at Austin, 1983
BS in Civil Engineering, Portland State University, 1981

Employment History

Rubinos & Mesia Engineers, Inc., (RME), Senior Vice President, August 1990 - Present
Sargent & Lundy Engineers, Inc., 1983 to 1990

Experience

Mr. Farahany has more than 33 years of experience in variety of projects. He is a proven manager with responsibility for project management from inception through completion. He has an extensive background in all phases of projects from schematic design to construction phase in Housing, Educational, Commercial, Public, Transportation and Airport Facilities. He has managed major projects as a prime with several national / international companies as sub-consultant.

Related Projects

THE UNIVERSITY OF CHICAGO MAX PALEVSKY RESIDENTIAL COMMONS. Project Manager. RME participated in all phases of design from early planning to materials selection, design and construction. The aggressive schedule set by the University required the project to be bid at the completion of the design development package. After contractor was on board, foundation design package was issued for construction. RME was selected as the structural and civil engineering consultant for this project. This facility consists of 740 housing units for undergraduate students in three separate, four story buildings.

THE UNIVERSITY OF CHICAGO RATNER ATHLETIC CENTER & STEAM LINE EXTENSION. QA/QC. RME was selected for civil engineering services for the preparation of the site engineering contract documents and specifications for an approximate 100,000 sq. ft. building on a 4.39 acre site located at the campus of the University of Chicago on the Southside of Chicago. Key elements were the preparation of grading, underground utility and site geometric engineering drawings that included an approximate 1/4 of an acre of underground storm water detention.

NIU - STEVENS BUILDING. As Principal / Sr. Project Manager provided Site Design for the construction of 33,000 square foot additions to the Steven's Building and renovation of 67,000 square feet in the Steven's Building. Design to include the demolition of existing utilities, sidewalk and pavement where the additions are located. Provide grading around the additions, new walkways, parking and detention area. Revisions to existing utilities and extension of new utilities storm, water and sanitary to the additions. Stormwater management calculations

to determine the amount of detention required. Preparation of all necessary civil specifications and cost estimates. Coordination of applicable civil related LEED points. Construction phase services including RFI responses, shop drawings review and site visits.

TRINITY CHRISTIAN COLLEGE, THEATER AND ARTS BUILDING. Project Manager. Provided structural and civil engineering services for the preparation of construction documents and specifications. Prepared Demolition Plan, Geometric and Paving Plan, Grading Plan, Utility Plan and Profile, General Notes and Details. Civil/Site design included storm, sanitary and water services. This 10 million dollar project, located on a 2-Acre portion of the college contains a proposed 2 1/2-story building, access drive-thru, outdoor plaza, loading dock and parking area. It is situated along the Navajo Creek and natural dense foliage.

EIU DOUDNA FINE ARTS CENTER. QA/QC for Civil Engineering for the design of three new fine arts buildings to complement two existing fine arts buildings at the Eastern Illinois University Campus in Charleston, Illinois. The new buildings include an auditorium with Proscenium Theater, black box or Studio Theater, lobby space, lecture hall, band practice structure, classrooms for music education, classrooms for art education, studio spaces, practice rooms and rehearsal halls

OLIVE HARVEY COLLEGE, Chicago, Illinois. Provided civil engineering services for the expansion of the existing parking lot. Scope of work included: prepared Demolition Plan, Geometric Plan, Grading Plan, Utility Plan, Typical Roadway Sections, Profiles, Cross Sections, General Notes and Details.

Mohsen M. Farahany, SE, PE
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Civil / Site design including storm water management. Roadway design including the entrance road and the widening of the mainline street. This 9 Acre site contains a proposed parking lot with a perimeter drive, a landscaped great lawn area and an entrance road.

MURPHY ELEMENTARY SCHOOL. Principal / Sr. Project Manager. RME was responsible for the Civil design and coordination of the Murphy Elementary School project. The design included the following: Demolition of existing pavement. Layout of the asphalt parking area with concrete curb and accessible striping and signage, and layout of new sidewalks from the parking to the existing sidewalk. The grading and layout of existing green space and new landscaped areas was performed. New ornamental security fencing and protective bollards we also included into the design to protect the school entrance and play area.

GRAHAM ELEMENTARY SCHOOL – Principal / Sr. Project Manager. RME was responsible for the Civil Design and Coordination of the Graham Elementary School Project. The Design included demolition of modular classroom, layout of the artificial turf field with concrete curb, layout of new ADA Accessible sidewalks from the parking area to the existing building. The site drainage plan was created to handle storm water under the artificial turf field. Project also included the design of ADA ramps with hand rails, ornamental fencing, and new fenced trash enclosure with concrete pad. Existing parking lot will be sealed coated with a new parking layout stripping that will increase the parking lots capacity from its current configuration.

MAY COMMUNITY ACADEMY – Principal / QA/QC. RME was responsible for the Civil Engineering design and coordination of the May Community Academy project. The design included demolition of existing modular classrooms, layout of artificial turf field, stripped for U10 Soccer and Football, with concrete curb, layout of new ADA accessible sidewalks from the main building to the schools Annex building. The grading and layout of new asphalt play area, including striping for Softball, basketball and walking lanes, were performed. The site drainage plan was created to handle the 100yr storm with an underground detention system per the City of Chicago Department of Water Management standards. The design also included ADA Ramps, ornamental fencing and the relocation of existing site utilities to allow for installation of the Artificial Turf.

CALMECA ACADEMY Chicago, IL. As Principal / Sr. Project Manager, provided Structural and Civil engineering services for this project. The new middle school houses 1,080 students and is approximately 112,000sf. The building is three floors consisting of classroom, office, library, gymnasium, cafeteria areas, and various support spaces. The project has a GOLD LEED rating.

MIDWAY AIRPORT LANDSIDE PARKING LOT IMPROVEMENTS – Principal / Sr. Project Manager. RME provided professional Civil Engineering Design Services as the Prime consultant. The project scope included two distinct design efforts to rehabilitate all five of the Airport's landside parking lots, as well as create two new parking lots and a convenience building. The parking lot rehabilitation efforts require pavement survey of 35 acres of the existing landside parking lot facilities. RME performed visual inspection of the facilities and prepared a proposed improvement plan to address the various levels of rehabilitation, including full depth asphalt pavement patching to cold milling and overlaying. The new parking facilities require full Civil Engineering design services for a 5.9 acre revenue generating parking facility and a 1.8 acre commercial vehicle lot. RME was responsible for developing site plan schemes for the two lots, and recommending a preferred solution to Chicago Department of Aviation (CDA).

CHA - MCKINLEY GARDENS TOWNHOMES. QA / QC. Provided Civil engineering services for the preparation of construction documents and specifications. Prepared Demolition Plan, Geometric and Paving Plan, Grading Plan, Utility Plan, Typical Roadway Sections & Profiles, General Notes and Details. Civil/Site design included storm water detention, sanitary and water services. Roadway design included Bross Avenue and Access Drives. This 22 million dollar project, located on a 2.6 Acre site, contains 69-3 story town homes, Access Drives, Gazebo and Park area, Ornamental Trees & Grass Lawn area, Patios and the reconstruction of Bross Avenue along with a new street sewer system.

NORWOOD PARK SATELLITE SENIOR CENTER – Senior Project Manager. Provided structural and civil engineering services for this new 7,200 sf building addition to an existing Park Field House. The facilities offer prepared meals, exercise and wellness classes, computer training, and library / conference spaces, mechanical spaces, restrooms and reception area.

Matthew D. Whisler, PE

Lead Civil Engineer

Education

B.S. in Civil Engineering, University of Dayton, Dayton, Ohio, 1996



Employment History

Rubinos & Mesia Engineers, Inc. (RME), Sr. Civil Engineer, 2/2012 to Present
JAS Associates, LTD, Vice President, 2005 – 2011
JAS Associates, LTD, Project Manager 1996 – 2005

Experience

Mr. Whisler serves RME as a Senior Civil Engineer, and has acquired over 19 years of extensive civil engineering experience. As a Licensed Professional Engineer, his experience includes several complex urban sites, airports, highway systems, rail station design, utility and stormwater management design. He has been responsible for design and project management for variety of public and private sector clients. He has an established expertise in designing and implementing complex development projects by utilizing in-depth knowledge of engineering principles, local codes, ordinances, and federal floodplain and ADA standards. He also has extensive experience designing sediment and erosion control plans, SWPPP, BMP implementation, as well as NPDES Construction Site Permitting.

Related Projects

UIUC – CIVIL ENGINEERING RETAINER. Project Civil Engineer. RME has been retained by the University of Illinois at Urbana-Champaign to provide Civil Engineering services. The scope of the Retainer Contract provides the University with the flexibility to request design and construction management assistance for various infrastructure improvements. The primary focus of services is on utilities and parking lot facilities.

UIUC – CERL WEST VISITOR PARKING LOT. Project Civil Engineer. RME is providing civil engineering services for the design of a new parking lot in conjunction with a separate laboratory building addition. The project consists of a new 12,000 square foot parking lot for 27 visitor parking spaces. RME designed a new storm water drainage system for the parking lot to facilitate rapid removal surface runoff, which will extend the asphalt pavements life span.

UIUC – INTEGRATED BIOPROCESSING RESEARCH LABORATORY. Project Civil Engineer. RME's civil scope includes design responsibilities for the exterior paving, utilities and ADA accessibility. Stormwater detention was designed to be attenuated in over-sized storm sewer pipes, to allow for staged construction on the compact site. Meeting the Illinois ADA code required detailed grading to accommodate the elevated first floor, while providing pedestrian connections to the adjacent campus sidewalk network.

UIUC – MEMORIAL STADIUM FEASIBILITY STUDY. Project Civil Engineer. RME provided Civil Engineering services as a sub-consultant to Sink Combs Dethlefs. The team conducted a feasibility

study and concept design for improvements and additions to the South and East ends of Memorial Stadium. The project goals included removal of the Stadiums' "Horseshoe" grandstand and replacement with new seating closer to the End Zone providing a better game-day experience.

UIC – PARKING LOTS 1A AND 1B REHABILITATION. Project Civil Engineer. RME provided Civil Engineering services for the rehabilitation of Parking Lots 1A and 1B. The existing 6 acres asphalt parking lot surface has deteriorated to the current conditions, which warrant full reconstruction. Due to budget constraints, the project design required construction phasing to allow the improvements to be constructed in two phases over two fiscal years. The west parking lot, which is most utilized, will be constructed first. Therefore, the drainage and detention systems for each phase will function as standalone systems to meet storm water regulations as they are constructed. The project required a creative set of design solutions to provide a long-term parking lot surface that meets the environmentally sensitive demands of the University.

NIU – STEVENS BUILDING. As Project Civil Engineer, provided Site Design for the construction of 33,000 square foot additions to the Steven's Building and renovation of 67,000 square feet in the Steven's Building. Design included the demolition of existing utilities, sidewalk and pavement where the additions are located. Provide grading around the additions, new walkways, parking and detention area. Revisions to existing utilities and extension of new utilities storm, water and sanitary to the additions. Stormwater management calculations to determine the amount of detention required.

Matthew D. Whisler, P.E.
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Preparation of all necessary civil specifications and cost estimates. Coordination of applicable civil related LEED points. Construction phase services included RFI responses, shop drawings review and site visits.



ARGONNE NATIONAL LABORATORY SITE AND PARKING LOT EXPANSION. Sr. Civil Engineer RME is providing Structural and Civil Engineering Design services for the Infrastructure Management Program at Argonne National Laboratory. Design services in the form of Pre-Conceptual, Conceptual and final design on projects throughout the campus including office and conference space build-outs and refurbishments, laboratory and support space build-outs and refurbishments, health care clinic build-outs and refurbishments and general interior and exterior repairs, and elementary civil construction work.

METRA NEW EDGEWATER STATION - PETERSON & RIDGE. Project Manager and Lead Civil Engineer. Mr. Whisler was responsible for providing complete Civil Engineering services for the addition of a new station on the METRA - Union Pacific North Commuter Rail Line. The project scope included the civil site design and layout. The site facilities required the design of new station platforms, accessible walks, ramps and stairwells to the platform, on-site parking lot with drop-off area, and an off-site parking lot to accommodate overflow parking. One of the most challenging civil design aspects included the ADA accessible routes from street level, up 16' to the rail platform level. Mr. Whisler's knowledge of the Chicago Stormwater Ordinance has allowed Metra to reduce construction costs by eliminating expensive underground detention vaults. His technical expertise has created a site utilizing complete impervious "hard" surfaces to allow infiltration into the sand stratum below the site. This will prevent any off-site rainwater runoff and provide a net benefit for the adjacent properties.

LANDSIDE PARKING LOT IMPROVEMENTS - MIDWAY INTERNATIONAL AIRPORT. Project Manager & Sr. Civil Engineer. As the Prime consultant for the \$8M project, Mr. Whisler was responsible for the project and design coordination required to improve and rehabilitate 26 of the Airport's landside parking lots. This required coordination of multiple engineering and architectural disciplines and sub consultants to provide the parking lot improvements, as well as a new Convenience Building, security systems, and revenue stream for the lots and a fiber optic communication backbone. The project scope included two distinct design efforts to rehabilitate all five of the Airport's landside parking lots, as well as

create two new parking lots and a convenience building. The parking lot rehabilitation efforts required visual pavement survey of 35 acres of the existing landside parking lot facilities and preparation of proposed improvement plans to address the various levels of rehabilitation. The new parking facilities required a full spectrum of engineering design services for a 6 acre revenue generating parking facility and a 2 acre commercial vehicle lot.

OMP - SOUTH AIRFIELD TRAFFIC CONTROL TOWER SITE PREPARATION - O'HARE INTERNATIONAL AIRPORT. Sr. Civil Engineer. Mr. Whisler served RME with technical support for the design and construction support for the project. The RME project scope included the design of the new Main Cargo Road, Lufthansa Cargo Parking Lot, all associated utilities, and all roadway and parking lot drainage. This design provided a new two-lane asphalt road with lighting and drainage, asphalt parking lot including accessible ADA parking, site drainage, utilities, lighting, and Landscaping. The drainage design for this project consists of pavement grading and the extension and connection to multiple storm sewer systems.

CENTRAL PARK PUMPING STATION - ELECTRIFICATION. Lead Civil Engineer. RME provided complete civil and structural engineering building and site upgrades required for the conversion of the pumping systems to electric. Civil Engineering design services included preparation of Construction Documents for facility upgrades including new pavements, walks and security fencing and gates, stormwater management, utilities, construction staging, mass and fine grading.

PACE SOUTH DIVISION - MID LIFE IMPROVEMENTS AND CNG CONVERSION. Lead Civil Engineer. Rubinos & Mesia Engineers, Inc. (RME) provided civil and structural engineering support for renovation / conversion of an existing Pace bus service facility to provide compressed natural gas fueling. Civil services included site investigation to document the conditions and repairs needed for the civil site elements, including pavements, curbs, utilities and detention basins. Services also required analysis to confirm compliance with the latest Illinois ADA accessibility codes. Civil design services also included preparation of Construction Documents to address the documented repairs, upgrades to the facility including new pavements, walks and security fencing and gates.

Andrew Wynn

Civil Engineer



Education

B. S. in Civil Engineering, Michigan Technological University, Houghton, MI, 2004

Employment History

Rubinos & Mesia Engineers, Inc. (RME) Civil Engineer, 2/2008 to Present

Giffels-Webster Engineering, Inc., Rochester Hills, MI – Civil Engineer, 5/2006 – 2/2008

DMJM Harris, Phoenix, AZ, Project Designer, 10/2004 - 5/2006

Hitt Contracting, Inc. Fairfax, VA, Assistant Superintendent, 6/2004 – 9/2004

Experience

Mr. Wynn has over 12 years of progressive hands-on experience in Civil Engineering, civil drafting design, site development, and civil fieldwork. His experience in civil engineering and design has involved various types of projects such as roadways, retail developments, private and commercial facilities. Proficient in the development of conceptual layouts as well as competent in creating vertical and horizontal alignments, cost and project estimates.

Related Projects

NIU – STEVENS BUILDING. As Civil Engineer provided Site Design for the construction of 33,000 square foot additions to the Steven's Building and renovation of 67,000 square feet in the Steven's Building. Design to include the demolition of existing utilities, sidewalk and pavement where the additions are located. Provide grading around the additions, new walkways, parking and detention area. Revisions to existing utilities and extension of new utilities storm, water and sanitary to the additions. Stormwater management calculations to determine the amount of detention required. Preparation of all necessary civil specifications and cost estimates. Coordination of applicable civil related LEED points. Construction phase services including RFI responses, shop drawings review and site visits.

OLIVE HARVEY COLLEGE, Chicago, Illinois. Provided civil engineering services for the expansion of the existing parking lot. Scope of work included: prepared Demolition Plan, Geometric Plan, Grading Plan, Utility Plan, Typical Roadway Sections, Profiles, Cross Sections, General Notes and Details. Civil / Site design including storm water management. Roadway design including the entrance road and the widening of the mainline street. This 9 Acre site contains a proposed parking lot with a perimeter drive, a landscaped great lawn area and an entrance road.

TRINITY CHRISTIAN COLLEGE: THEATER AND ARTS BUILDING. RME provided Civil and Structural engineering services for the preparation of construction documents and specifications. Prepared Demolition Plan, Geometric and Paving Plan, Grading Plan, Utility Plan and Profile, General Notes and Details. Civil/Site design included storm, sanitary and water services. This 10 million dollar project, located on a 2-Acre portion of the college, contains a

proposed 2 1/2-story building, access drive-thru, outdoor plaza, loading dock and parking area. It is situated along the Navajo Creek and natural dense foliage.

ARGONNE NATIONAL LABORATORY. Civil Engineer. RME is providing Structural and Civil Engineering Design Services for the Infrastructure Management Program at Argonne National Laboratory. Civil construction work has included the rehabilitation and reconstruction of multiple parking lots on the 1,700 acre campus.

OMP – SOUTH AIRFIELD TRAFFIC CONTROL TOWER SITE PREPARATION. Senior Civil Engineer. The project scope for the OMP South Airfield Traffic Control Tower Site Preparation was to design the new Main Cargo Road, Lufthansa Cargo Parking Lot, all associated utilities, and all roadway and parking lot drainage. This design provided a new two-lane asphalt road with lighting and drainage, asphalt parking lot including accessible ADA parking, site drainage, utilities, lighting, and Landscaping. RME is responsible for the drainage design for both the main cargo road and the new Lufthansa Parking Lot and coordination of the location of new utilities that are to be brought to the limits of the new South Airfield Traffic Control Tower, roadway and parking lot grading, and connection of drainage systems to the existing O'Hare drainage systems. The drainage design for this project consists of pavement grading and multiple storm sewer systems.

O'HARE INTERNATIONAL AIRPORT TERMINAL 1 BAG ROOM FLOODING INVESTIGATION. Civil Engineer. RME, as a part of the Jacobs team for this project, prepared the preliminary design report outlining O'Hare International Airport flooding problems at Chicago Transit Authority (CTA) Service

Andrew Wynn
Page 2 of 2

RME

corridor and Terminal 1 Bag Room as to prevent future flooding of I-190 under the Taxiway A and B bridges, in the CTA Blue Line O'Hare station. The report includes solutions, alternatives and recommendations for remedial design. RME was in charge of the Terminal 1 Bag Room portion of the investigation and report tasks.

RUNWAY 9R-27L – O'HARE INTERNATIONAL AIRPORT. Civil Engineer. The project is a part of the O'Hare Modernization Program (OMP) and consists of a 3,593'x150' western extension to the existing 9R-27L Runway, two parallel taxiways will be extended and a third will be constructed south of the runway. Four crossover taxiways and two connecting taxiways will be constructed within the extension area. Two new crossover taxiways, two high-speed exit taxiways will be constructed and one existing high-speed exit will be modified on the existing runway section. The eastern threshold will be relocated 300' to the west. Responsible for verifying the existing conditions, demolition / abandonment plan for existing utilities, layout phasing and profiles of the proposed utilities. Utilities within RME's responsibility include: AT&T fiber-optic Communication lines, ComEd Infrastructure, fuel pipe distribution, natural gas piping sanitary sewer, storm water sewer, and water main pipe, Common Electrical Duckbank (CED) infrastructure that houses lighting and power cables and fiber-optics for FAA, campus connectivity, security supervisory monitoring and airfield lighting control system.

DEPARTMENT OF WATER MANAGEMENT – TOR# 17-05-2016. SEWER DESIGN PROJECTS. Sr. Civil Engineer. As a prime consultant RME is providing sewer design services for the Department of Water at various locations throughout the city. The project consists of civil and structural design services for the preparation of design drawing for replacement of combined sewer pipes within the public right of way in various areas of the City of Chicago.

GRAHAM ELEMENTARY SCHOOL – Civil Engineer. RME was responsible for the Civil Design and Coordination of the Graham Elementary School Project. The Design included demolition of modular classroom, layout of the artificial turf field with concrete curb, layout of new ADA Accessible sidewalks from the parking area to the existing building. The site drainage plan was created to handle storm water under the artificial turf field. Project also included the design of ADA ramps with hand rails, ornamental fencing, and new fenced trash enclosure with concrete pad. Existing parking lot will

be sealed coated with a new parking layout stripping that will increase the parking lots capacity from its current configuration.

MAY COMMUNITY ACADEMY – Civil Engineer. RME was responsible for the Civil Engineering design and coordination of the May Community Academy project. The design included demolition of existing modular classrooms, layout of artificial turf field, stripped for U10 Soccer and Football, with concrete curb, layout of new ADA accessible sidewalks from the main building to the schools Annex building. The grading and layout of new asphalt play area, including striping for Softball, basketball and walking lanes, were performed. The site drainage plan was created to handle the 100yr storm with an underground detention system per the City of Chicago Department of Water Management standards. The design also included ADA Ramps, ornamental fencing and the relocation of existing site utilities to allow for installation of the Artificial Turf.

CALMECA ACADEMY (BRIGHTON PARK ELEMENTARY SCHOOL). Civil Engineer. RME is providing Civil Engineering Services for this new elementary school, which is a 4.81-acre site, located on the Southside of Chicago. This site is giving RME the opportunity to design the site following the LEED criteria set by Chicago Public Schools. RME developed the site stormwater management plan, along with a site prep package that included the design of the onsite underground storm water system. The system includes multiple catch basins and a StormTrap underground detention basin.

SCHURZ HIGH SCHOOL. Civil Engineer. Responsible for the Civil design and coordination of this project. The design included the following: demolition of existing pavement and entry plaza; a remote parking lot was brought up to current ADA and landscape codes by updating the layout of the asphalt parking area with concrete curb and accessible striping and signage, new curb and gutter, parking islands, seal coat and striping of the remaining asphalt lot, and ADA improvements; layout of new concrete plaza including ADA ramps, sidewalk, and a concrete finish to match the existing historic concrete sidewalk finish; two other school entrances were upgraded with ADA compliant ramps.

Jacobs/Ryan Associates

Terry W. Ryan, FASLA



Project Assignment	JRA Partner in Charge Key Team Member - Landscape Architect
Education	University of California at Los Angeles (UCLA), Los Angeles, CA; Bachelor of Arts/Design: Landscape Architecture, 1975, cum laude.
Registration	Licensed by exam to practice landscape architecture in Illinois, #157-000003
Years of Experience	35 years. JRA Partner since 1982; with JRA since 1979 (1979-1982 as B Jacobs & Associates). Prior experience in Los Angeles, CA, at Warren E. Lauesen, FASLA & Associates. Ms. Ryan's professional practice has included design and consultation to architects, engineers, university facilities managers, school districts, municipalities, individual institutions, corporations, developers and owners. Her experience encompasses a variety of project types, such as campuses, education projects, renovation projects, residential dormitory landscapes, parks, and open green space, including many LEED projects. A sampling of experience includes:
Relevant Project Experience	Chicago Botanic Garden Learning Center Campus, Children's Nature Play Garden, Glencoe, IL D54 Schaumburg Early Childhood Center, Schaumburg, IL Governor's State University Daycare Facility, and Ramp Project, University Park, IL College of DuPage Early Childhood Education Facility, DuPage Co., IL Calemca Academy/ Brighton Park I Elementary School (LEED Gold), Chicago, IL Jorge Prieto Academy/Belmont Cragin Elementary School (LEED Silver), Chicago, IL CPS Capital Improvement Projects 2011 - Five CPS Schools, Chicago, IL St Paul Lutheran Elementary School Underground Cistern/Irrigation Project, Mt. Prospect, IL Helge Hagan Middle School, including green roof and Jensen Park, Chicago, IL Calumet Middle School, Lake Calumet, IL D128 Brainerd Site Facilities, Libertyville, IL Sarah E Goode STEM Academy/Southwest Area High School, (LEED Platinum) Chicago, IL Back of the Yards High School, Chicago, IL Mather High School Renovation, Chicago, IL (LEED Silver) Aspira Financial High School, Chicago, IL IIT Site Analysis for New Innovation Center Building, Chicago, IL University of Illinois Lincoln Hall Renovation, Champaign/Urbana, IL (LEED Platinum) University of Chicago, President's Garden Renovation, Chicago, IL UIC Advanced Chemical Technology Building, Chicago, IL UIUC - Five Projects, Urbana Champaign, IL CCC Olive Harvey College Transportation, Distribution and Logistics Center, Chicago, IL Moody Bible Institute - Master Plan and other projects, Chicago, IL St. Xavier College Residence Hall Landscape Water Feature, Chicago, IL Chicago Riverwalk - Michigan Avenue to Lake Street, Chicago, IL The 606 - Bloomingdale Trail CA Services, Chicago, IL Shoreline Protection at Fullerton in Lincoln Park, Chicago, IL

Jacobs/Ryan Associates



Adam White, ASLA

Project Assignment	Project Landscape Architect
Firm	Jacobs/Ryan Associates, Landscape Architects
Education	University of Illinois, Champaign-Urbana, Illinois. Bachelor of Landscape Architecture. College of Fine and Applied Arts, 2004
Registration	Adam White is an Illinois licensed Landscape Architect, #175-001550
Professional Association	Member, American Society of Landscape Architects
Years of Experience	13 years. Prior to joining JRA, Mr. White worked at the Park District in Highland Park, Illinois from 2004-2006. Mr. White left there to join DLK Civic Design where he worked on schools and streetscapes, and came to JRA in 2008 as an Associate Landscape Designer.
Relevant Project Experience	D54 Schaumburg Early Childhood Education Center, Schaumburg, IL University of Chicago Charter School/Woodlawn, Chicago, IL D96 Willow Grove Elementary School, Kildeer, IL PBC Southwest Area School, Chicago, IL D132 Calumet Middle School, Lake Calumet, IL D167 Brookwood Middle School, Chicago, IL CPS Mays Academy Renovation, Chicago, IL CPS Mather High School Renovation, Chicago, IL CPS Five School Renovation Projects, Chicago, IL: Alexander Graham Elementary School, Avondale Elementary School, Horatio May Community Academy, John Hay Community Academy, and Mitchell Elementary School. PBC Sarah E. Goode STEM Academy (LEED Platinum), Chicago, IL PBC Back of the Yards High School, Chicago, IL Aspira Financial High School, Chicago, IL D128 Brainerd Site Facilities, Libertyville, IL D97 Oak Park Administration Building, Oak Park, IL <i>Other Experience:</i> Regenstein Learning Campus, Chicago Botanic Garden, Glencoe, IL Chicago Riverwalk Phase 2 and 3, Chicago, IL UIC Advanced Chemical Technology Building, Chicago, IL UIUC Lincoln Hall Renovation, Construction Phase, Urbana Champaign, IL
Professional Skills	Adam White is proficient at the following design softwares: AutoCad, MicroStation, Photoshop, InDesign and SketchUp

Goodfriend Magruder Structure LLC
53 W Jackson Blvd, Suite 352
Chicago, IL 60604

312.265.2645
www.gmstructure.com

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KURT J. GOODFRIEND, PE

Kurt Goodfriend has 25 years experience in the design and renovation of structures. He joined with Bob Magruder to create the firm of Goodfriend Magruder Structure LLC in 2008. Prior to this practice, Mr. Goodfriend held positions in premier A/E firms including Perkins & Will, Arup and Thornton-Tomasetti. Mr. Goodfriend brings a wide range of structural design experience, having successfully completed a variety of project types, including educational, office, residential, civic, high-rise and hospital, as well as exhibition and airport facilities.

Mr. Goodfriend offers creative and innovative solutions to engineering challenges which are sensitive to the aesthetics and constructability of the design.

PROJECT EXPERIENCE

Educational Facilities

UCCS Woodlawn School	Chicago, Illinois
Chicago High School for the Arts	Chicago, Illinois
Wolcott School Arts & Athletics Center	Chicago, Illinois
CPS - Brown Academy	Chicago, Illinois
CPS - Lathrop Elementary School	Chicago, Illinois
CPS - Prosser Academy	Chicago, Illinois
CPS - Project 10 Schools	Chicago, Illinois
Lathrop Elementary School	Chicago, Illinois
Gary Comer College Prep	Chicago, Illinois
Erie Elementary Charter School Addition	Chicago, Illinois
The Goddard School	Chicago, Illinois
UIC Early Childhood Learning Center	Chicago, Illinois
Shaw Technical High School	Chicago, Illinois
Lake Forest College, New Athletic Facility	Lake Forest, Illinois
British School of Chicago	Chicago, Illinois
Cass Technical High, Peer Review	Detroit, Michigan
DePaul Student Center, Peer Review	Chicago, Illinois
New Kennedy King College	Chicago, Illinois

Renovations, Additions and Investigations

307 N Michigan Renovations	Chicago, Illinois
Stage 773 Theater Renovations	Chicago, Illinois
McDonald's Innovation Center	Bolingbrook, Illinois
Shoreland Condominiums Feasibility Study	Chicago, Illinois
World Trade Center Disaster	New York, New York
USG Proprietary Investigations	Various Sites
Fermi National Accelerator Lab, C-0 Test Area	Batavia, Illinois
Evanston Northwestern Hospital Renovation	Evanston, Illinois

KURT J. GOODFRIEND, PE

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Residential and Hotel Facilities

The Merion	Evanston, Illinois
Thorncreek Senior Living	Thornton, Illinois
1620 Central	Evanston, Illinois
Jazz at Walter Circle – Senior Living Center	East St. Louis, Illinois
Granite City Green Communities	Granite City, Illinois
1327 Wabash Condominiums	Chicago, Illinois
Grand Pier Center	Chicago, Illinois

Institutional Facilities

Austin Gardens Environmental Center	Oak Park, Illinois
Harmony House Animal Shelter	Chicago, Illinois
McCormick Place South Hall	Chicago, Illinois
St. Mary of the Annunciation Church	Mundelein, Illinois
Rauner YMCA	Chicago, Illinois
Weinger Community Center	Northbrook, Illinois
Lucent Technologies Microelectronica	Tres Cantos, Spain
Central DuPage Hospital - New Bed Pavilion, Imaging & Emergency Departments	Winfield, Illinois

Office and Mixed-Use Buildings

Bulk Buy Retail	Lagos, Nigeria
Pointe O'Hare	Rosemont, Illinois
Charles Square Center	Prague, Czech Republic
Blackhawk Halsted Phase 2	Chicago, Illinois
Queen City Square	Cincinnati, Ohio
Dearborn Center	Chicago, Illinois
Comiskey Park Renovations	Chicago, Illinois
1 Metrotech Center	New York, New York

Private Residences

1736 N Wood Residence	Chicago, Illinois
400 W Dickens	Chicago, Illinois
Petrick Residence	Oak Park, Illinois
Pacelli Residence	Chicago, Illinois
Walls Residence	Chicago, Illinois
Cless Residence	Northbrook, Illinois
Carton Residence	Covert, Michigan
2042 N Orleans	Chicago, Illinois
2041 N magnolia	Chicago, Illinois

KURT J. GOODFRIEND, PE

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PROFESSIONAL BACKGROUND

Goodfriend Magruder Structure LLC, Chicago, Illinois - Principal, 2008
CEAnderson & Associates, Inc., Chicago, Illinois - Senior Project Engineer, 2007-2008

USG Research & Technology Center, Libertyville, Illinois – Research Associate, 2002-2006
Thornton-Tomasetti Engineers, Chicago, Illinois - Senior Associate, 1998-2002
A. Epstein & Sons, International, Inc., Chicago, Illinois - Project Engineer, 1991-1995
Perkins & Will Group, Inc., Chicago, Illinois - Senior Associate, 1989-1991

EDUCATION

University of Illinois, Graduate Studies, Civil Engineering - Chicago, Illinois, 1991
University of Illinois, Bachelor of Science, Civil Engineering - Urbana, Illinois, 1983

PUBLICATIONS & PATENTS

Architectural Record, September, 2005: *Low-Slope Commercial Roofing-Roof Cover Boards Provide Outstanding Performance*

United States Patent 7,908,810, *Corrugated Steel Deck System*

AWARDS

American Institute of Architects - Distinguished Building Award, Gary Comer College Prep, Chicago, Illinois

American Institute of Architects - Distinguished Building Award, Charles Square Center, Prague, Czech Republic

Structural Engineers Association of Illinois - Design Award, McCormick Place Expansion New South Hall, Chicago, Illinois

Structural Engineers Association of Illinois - Award of Merit, O'Hare International Terminal #5, Chicago, Illinois.

PROFESSIONAL REGISTRATIONS

Illinois Professional Engineer

ROBERT D. MAGRUDER, SE PE

Mr. Magruder has practiced structural engineering with architects in Chicago since 1984, from initial conception through construction phase. Prior to starting his own practice, Mr. Magruder served in senior positions in some of Chicago's premier A/E firms including Skidmore, Owings & Merrill, Perkins & Will, and Thornton Tomasetti. His design projects have included education, sports, office, residential, civic, high-rise, and exhibition facilities. When collaborating with the architect and construction team, he incorporates structural engineering systems and detail development in a creative way sensitive to aesthetic and efficient design. Mr. Magruder draws upon his experience in the structural architecture, engineering, and construction to inform and evolve the project design.

PROJECT EXPERIENCE

Educational Facilities

Erie Elementary Charter School	Chicago, Illinois
Bright Horizons Early Childhood Center	Chicago, Illinois
The Goddard School	Chicago, Illinois
Gary Comer College Prep	Chicago, Illinois
Cove School	Northbrook, Illinois
Lake Forest College Athletic Center	Lake Forest, Illinois
Concordia International School	Shanghai, China
Harold G. Fearn Elementary School	Aurora, Illinois
International School Manila	Manila, Philippines
Brent International School	Manila, Philippines

Institutional Projects

DuSable Harbor Bath House	Chicago, Illinois
Ball Horticultural Society Pavilion	Glen Ellyn, Illinois
Morton Arboretum Visitor Center, Entrance Gateway, and Children's Garden	Lisle, Illinois
Lake Forest Children's Library Expansion	Lake Forest, Illinois
Museum of Science and Industry, Main Interior Stairway Enhancement Gift Shop Expansion, Restrooms Renovation The Body Human Exhibit Installation	Chicago, Illinois
Elawa Farm Park Picnic Shelter	Lake Forest, Illinois

Parking Structure Projects

Waldron Parking Deck, Soldier Field	Chicago, Illinois
O'Hare Plaza, Phase II	Chicago, Illinois

ROBERT D. MAGRUDER, SE PE

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Residential and Hotel Facilities

Streeterville Hotel	Chicago, Illinois
1620 S. Michigan	Chicago, Illinois
1600 Museum Park	Chicago, Illinois
404 Piikoi Phase 3	Honolulu, Hawaii
Maple Avenue Residences	Evanston, Illinois
Peninsula Hotel -730 N. Michigan Avenue	Chicago, Illinois
600 N. Lake Shore Drive	Chicago, Illinois
Nara Hotel and Marina	Beirut, Lebanon
Arab International Bank	Cairo, Egypt

Private Residences

Fried Residence	Chicago, Illinois
Walls Residence	Chicago, Illinois
78 Shadow Caster Trail	Scottsdale, Arizona
140 Cloud Chaser Lane	Scottsdale, Arizona
Meyer Residence	Morris, Illinois
Claremont House	Chicago, Illinois
Pacelli Residence	Chicago, Illinois
Cless Residence	Northbrook, Illinois
Carton Residence	Covert, Michigan

Office and Mixed-Use Buildings

191 N. Wacker Drive	Chicago, Illinois
Queen City Square	Cincinnati, Ohio
Project 2000	Chicago, Illinois
550 W. Jackson Boulevard	Chicago, Illinois
Exchange House at Bishopgate	London, United Kingdom
75 State Street	Boston, Massachusetts
O'Hare Plaza, Phase II	Chicago, Illinois
Sears Franklin Center	Chicago, Illinois

Aviation Projects

Midway Airport Terminal Replacement	Chicago, Illinois
Inchon International Airport Peer Review	Inchon, Korea

Sports Projects

Soldier Field Adaptive Renovation	Chicago, Illinois
Comiskey Park Renovations	Chicago, Illinois

ROBERT D. MAGRUDER, SE PE

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PROFESSIONAL BACKGROUND

Goodfriend Magruder Structure LLC, Chicago, Illinois - Principal, 2008 - present
University of Illinois at Chicago, School of Architecture, Assistant Adjunct Professor
C.E. Anderson & Associates, Inc., Chicago, Illinois - Senior Project Engineer, 2002-2008
Thornton-Tomasetti Engineers, Chicago, Illinois - Senior Associate, 1998-2002
Perkins & Will Group, Inc., Chicago, Illinois - Senior Associate, 1996-1998
A. Epstein & Sons, International, Inc., Chicago, Illinois - Project Engineer, 1992-1996
Skidmore, Owings & Merrill, Chicago, Illinois - Associate, 1984-1990

EDUCATION

Illinois Institute of Technology, Graduate Studies in Structural Architecture, 1983
University of Kansas, Bachelor of Architecture - Lawrence, Kansas, 1982
University of Kansas, B.S., Architectural Engineering - Lawrence, Kansas, 1982
Herriot-Watt University, Architectural Study Abroad - Edinburgh, Scotland, 1980

PRESENTATIONS AND LECTURES

Guest lecturer: University of Illinois, Urbana, Illinois - "Structural Optimization of High-Rise Buildings"

ASCE Structures Congress – Speaker - "Structural Engineering Applications with Personal Computers"

AWARDS

American Institute of Architects Award – Claremont Residence, Chicago, Illinois

American Institute of Architects Award – 1620 S Michigan Avenue, Chicago, Illinois

American Institute of Architects Award – Lake Forest Children's Library Expansion, Lake Forest, Illinois

American Institute of Architects Award – McDonnell Pediatrics Laboratory, Washington University Medical School, St. Louis, Missouri

Design Award – Structural Engineers Association of Illinois, McCormick Place Expansion New South Hall, Chicago, Illinois

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ROBERT D. MAGRUDER, SE PE

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PROFESSIONAL REGISTRATIONS

Illinois	Structural Engineer
Indiana	Professional Engineer
Michigan	Professional Engineer
Wisconsin	Professional Engineer
Tennessee	Professional Engineer
New York	Professional Engineer

PROFESSIONAL ORGANIZATIONS

Structural Engineers Association of Illinois
National Council of Examiners for Engineering and Surveying

RAO Engineering Consultants

1986 Whitmore Drive
Romeoville, IL 60446
773-505-8137



About RAO

RAO Engineering Consultants, LLC is a licensed professional engineering firm that offers complete mechanical, electrical, plumbing and fire protection engineering services. Our engineers are committed to providing innovative, well-coordinated designs that are schedule sensitive and on budget.

RAO's team of engineers is committed to excellence and fully dedicated to addressing the needs and goals of our clients. With over 30 years of combined experience, knowledge and quality service, our goal is to be your trusted MEP engineering consultant. Our passion for design and commitment to our clients will ensure your project's success

Our Services

RAO Engineering provides a full range of professional engineering services, including but not limited to:

Mechanical

- Heating Ventilation and Air Conditioning (HVAC)
- Building Automation Systems
- Chilled water and hot water/ steam distribution systems
- Process/Medical Gas
- Displacement ventilation
- Municipal pump stations
- Energy recovery
- Geothermal
- Combined heat/Electric power generation plants

Electrical

- Electrical service design and calculations
- Normal and emergency power distribution systems design
- Low-voltage systems
- Interior and Exterior Lighting
- Site lighting and photometric calculations
- Grounding systems
- Fire Alarm Systems Design
- Uninterruptible power supply systems (UPS)
- Lightning protection
- Renewable energy technologies and photovoltaic systems

Plumbing

- Design of sanitary, vent, storm and potable water distribution systems
- Laboratory waste and vent
- High purity water
- Process/Medical Gas
- Backflow protection
- Waste treatment and neutralization systems

Fire Protection

- Analysis for fire/smoke detection and alarms
- Fire pumps
- Standpipe and sprinkler systems
- Emergency communications
- Gas suppression systems
- Smoke evacuation and control analysis and design

Technology

- Wires and wireless communication systems
- Voice Over Internet Protocol (VOIP)
- Intruder detection
- Surveillance systems
- Access control

Building Assessment

- Mechanical systems' assessment
- Electrical systems' assessment

Energy

- Building Energy Assessment
- Energy Modeling
- Life Cycle Analysis

Sustainability

- Design MEP Systems to meet/Exceed adopted energy Codes
- Design systems to meet LEED points requirements
- Document LEED points

Client Markets

- Commercial
- Residential
- Healthcare
- High-Rise Buildings
- Mixed Use Buildings
- Higher Education
- Laboratories
- Institutional
- Municipality
- K-12 Schools
- Industrial
- Retail

Relevant Experience (includes experience while working for other firms):

K-12 Schools and Education

Chicago Public Schools – Chicago, IL
DuPage High School Expansion & Renovation - Villa Park, IL
Howard County Public Schools – Howard County, MD
Anne Arundel County Schools – Anne Arundel County, MD
Breck School Renovation - Minneapolis, MN
Satellite Beach High School Addition and Concession - Satellite Beach, FL
Crossroads Youth Learning and Assessment Center, Cocoa, FL

Higher Education

University of Chicago Midway Studios - Chicago, IL
Earlham College Science Buildings Renovation - Richmond, IN
Southwest Minnesota State University Greenhouse Renovation - Marshall, MN
Effingham Sports Complex - Effingham, IL
Daytona Beach Community College Renovation - Daytona Beach, FL
Dominican University Fire Pump Addition - Park Forest, IL
Illinois Central College - Peoria, IL

Office Buildings

Tawani Enterprises New Office Renovation – Chicago, IL
Walgreens Headquarters Office Renovation - Deerfield, IL
The Gibbons Building Modernization Project - Chicago, IL
Ocoee Utilities Office Building - Ocoee, FL
Cape Horn Office Renovation – Chicago, IL
Merrick Ventures Office Renovation - Chicago, IL
Higher Learning Commission Corporate Office Buildout - Chicago, IL
Glantz Design – Chicago, IL
Liberty Mutual Office Renovation - Fenton, MO

Residential

Altgeld Gardens – Chicago, IL
Chicago Housing Authority (CHA) - Chicago, IL
Bella Rosa Townhomes and Clubhouse - Vero Beach, FL
Arlington Heights Residence – Arlington Heights, IL

Health Care

Premiere Imaging & Open MRI – Burbank, IL
U.S. General Services Administration - Chicago, IL
Palos Community Hospital - Palos Heights, IL
Edward Hines Jr. VA Hospital - Hines, IL

Dogwood Hall Renovation to New Culinary Arts Center – Chicago, IL
St. Margaret Mercy Hospital - Dyer, IN
Interventional Radiology Room Upgrades
Well Baby Nursery Modifications at Advocate South Suburban Hospital - Hazel Crest, IL
New Free Standing Ambulatory Surgical Center at St. Anthony Medical Center - Crown Point, IN
St. Anthony Medical Center - Crown Point, IN
2-Story MOB and Free Standing Emergency Department at St. Anthony Memorial Hospital - Chesterton, IN
New Ambulatory/ Medical Office Building at Saint Joseph Hospital Resurrection Health Center - Chicago, IL
Au Bon Pain Restauartant at Northwestern Memorial Physician Lake Forest - Lake Forest, IL
Ground Level Immediate Care Suite at Northwestern Memorial Physician Group - Chicago, IL

Local, State and Federal Facilities

Metcalfe Federal Building – Chicago, IL
Cook County Juvenile Center Lighting Upgrades - Chicago, IL
Quantico Marine Base Decentralization - Quantico, VA
Dirksen & Kluczynski Federal Buildings Heat Exchanger Replacements – Chicago, IL
Manatee Park Electrical Upgrade, Cocoa, FL
Ogle County Courthouse Renovation - Oregon, IL
Village of Winnetka Village Hall - Winnetka, IL
Chambers Park Community Center - Kissimmee, FL
St. Lucie County Parking Complex, St. Lucie, FL

High Rise Buildings

Tiara Condominiums - Singer Island, FL
The Marquette Building Fire Alarm Upgrade - Chicago, IL
20 East Jackson Fire Alarm Upgrade - Chicago, IL
Buena Vista Palace Renovation - Orlando, FL
Landmark at Doral – Doral, FL
Marina Towers – Melbourne, FL

Senior Living

Hollywood House Senior Citizens Renovation - Chicago, IL
Oasis Dorchestor Senior Citizens Housing Complex - Ontario, Canada

Industrial

Chromium Industries – Chicago, IL
Pioneer Industrial Facility – Chicago, IL

Commercial and Retail

Jo Anne Fabric – National Chain
Big Lots – National Chain
Starbucks Coffee – National Chain

Dunkin Donuts – Chicago, IL
Lewis Fresh Market – Niles, IL
Burger King – Chicago, IL
Taco Bell – National Chain
Bath & Body Works – National Chain
Outriggers Flame Steak House – Countryside, IL
Blossom Café – Franklin Park, IL

Medical Offices

Royal Oak Medical Offices - Port St. John, FL
Office Space Outpatient Clinics / Diagnostic Imaging at Northwestern Memorial Physician Group - Chicago, IL
Medical Office Build-out at Illinois Masonic Medical Center - Lake Forest, IL

Laboratories

Fermi National Accelerator Laboratory New Computer Building - Batavia, IL
University of Central Florida AMPAC Laboratory - Orlando, FL
Palm Beach Community College BioScience Technology Center - Palm Beach, FL

Libraries

Deltona Library Expansion - Deltona, FL
Merritt Island Library - Merritt Island, FL

Historic Buildings

St. Lucie County Cultural and History Center - Fort Pierce, FL

Financial Institutions

Community Education Credit Union - Rockledge, FL

Hospitality

Buena Vista Palace Renovation - Orlando, FL

Religious Institutions:

Ministerios Adonai Church – Aurora, IL
Community Church of Vero Beach - Vero Beach, FL
Peace Lutheran Church - Fort Myers, FL

Health and Fitness

Health First Fitness Center, Viera, FL

Site Lighting

Pete Fresh Foods – Evergreen, IL
McCord Gallery – Palos Park, IL

Firm Leadership

Raed Hamid, PE

University of Illinois at Chicago

Mechanical Engineering

12 Years of Experience

Mr. Hamid responsibilities include supervision and production of permit & construction drawings, design of effective mechanical, plumbing and fire protection systems, project construction documentation, specifications, value engineering and energy conservation designs. In addition, Mr. Hamid has extensive experience in the design and evaluation of laboratory ventilation and HVAC direct digital control systems, heating & cooling load calculations, ducting & piping layout, equipment selection, design of clean room and specialized systems involving fume hoods, bio-safety cabinets & exhaust benches, as well as collaboration with the architectural and structural teams to produce a fully integrated plans.

Mr. Hamid is well versed with all HVAC codes and standards IMC, Chicago Building Code and ASHRAE, NFPA & SMACNA. His diversified experience includes high-rise buildings, mixed-use, commercial, residential, institutional, retail, pharmaceutical, healthcare, K-12 schools and clean rooms. He is known for his excellent skills in assigning responsibilities to team members, coordinating efforts of the various team members, monitoring day-to-day operations as well as serving as the primary contact for many of RAO clients.

Ashraf Hayek, PE, LEED AP

Bradley University

Mechanical Engineering

15 Years of Experience

Mr. Hayek responsibilities include design of mechanical systems, material and equipment selection, plumbing and fire protection systems design, load calculations, mathematical modeling, feasibility studies, energy analyses and construction documents.. Mr. Hayek has vast experience in designing systems that provide superior and sustainable indoor air quality. He is also a Leadership in Energy and Environmental Design (LEED) accredited professional, and recommends building materials and products that minimize destruction of the global environment. Mr. Hayek is a leader in green building design, which saves the client money in the long-term with lower operating costs and energy consumption as well as increased staff productivity.

Mr. Hayek has expert knowledge of the applicable local, national and international codes. His experience includes healthcare facilities, industrial, high-rise buildings, commercial, K-12 schools, laboratories, retail, institutional and mixed-use buildings among others.

Matt Safarini

University of Illinois at Chicago

Electrical Engineering

15 Years of Experience

Mr. Safarini is responsible for electrical design, calculations, coordination, and all electrical production-related issues. He is responsible for developing the projects' electrical objectives and scope to meet schedule and budget.

Mr. Safarini is experienced in designing normal and emergency power systems, analyzing various electrical requirements for new and existing buildings, and proposing optimal solutions for new or modified systems. His designs specifically address power adequacy, reliability, distribution, life safety, data and communication systems, and integrating all of his work with the mechanical, structural, civil and architectural design. His experience covers a wide range of electrical systems such as high efficiency motors, switchgear, transformers, generators, overhead, subfloor and underground distribution systems, transfer switches, lighting, fire alarm, security, video, data and voice systems.

Mr. Safarini has expert knowledge of the applicable codes including the National Electric Code, Chicago Building Code, International Building Code, International Fire Code, International Energy Code and ASHRAE. His diversified experience includes projects in the states of Illinois, Florida, Ohio, California, Indiana, Minnesota, Virginia, Maryland and Ontario-Canada that includes high-rise buildings, commercial, institutional, K-12 schools, retail, residential, mixed-use, federal buildings, financial institutions, senior living, military facilities and laboratories.



LIST OF PROJECTS



300 KNIGHTSBRIDGE PARKWAY, SUITE 117, LINCOLNSHIRE, IL 60069
TEL: (224) 353-9000 FAX: (847) 970-9001
www.AlphaCxE.com



Accurate - Analysis - Application

LIST OF PROJECTS

We have worked together with RAB, our sister company, on the following projects:

- **CLC / UNIVERSITY CENTER OF LAKE COUNTY**
Grayslake, Illinois
Arch.: Legat Architects, Inc.
Eng.: Globetrotters Engineering Corp.
- **ADVOCATE CONDELL M.C. - WEST TOWER**
Libertyville, Illinois
Arch.: HDR Architecture, Inc.
Eng.: KJWW Engineering Consultants
- **D.O.A. O'HARE / 1st & 2nd FLOORS**
Chicago, Illinois
Arch.: Muller & Muller Architects
Eng.: Delta Engineering, Inc.
- **SOUTH SHORE REPLACEMENT HIGH SCHOOL**
Chicago, Illinois
Arch.: John Ronan Architects, Inc.
Eng.: Environmental Systems Design, Inc.
- **WILLIAM JONES ACADEMIC MAGNET HIGH SCHOOL**
Chicago, Illinois
Arch.: Solomon Cordwell Buenz & Associates, Inc.
Eng.: Environmental Systems Design, Inc.
- **MILLER PARK**
Milwaukee, Wisconsin
Arch.: HKS Architects, Inc.
Eng.: Ove Arup & Partners

300 KNIGHTSBRIDGE PKWY, SUITE 117, LINCOLNSHIRE, IL 60069 TEL: 224-353-9000 FAX: 847-970-9001



SCHEDULE E
PROJECT DOCUMENTS

Schematic Design documents transferred on May 9, 2017.

SCHEDULE F
PROJECT SCHEDULE

A. Site Preparation: Scope Development Phase:

Scope Development: Scope Development documents shall be completed no later than **June 16, 2017**.

B. Site Preparation: Construction Documents Phase:

1. 75% Construction Documents: 75% Construction Documents shall be completed no later than **June 30, 2017**.
2. 100% Construction Documents: 100% Construction Documents shall be completed no later than **July 21, 2017**.

C. Site Preparation: Construction Phase Services:

Site Preparation work is anticipated to be completed no later than **November 14, 2017**.

D. Building: Schematic Design Phase:

Schematic Design Transfer documents provided to AOR from DA no later than **May 9, 2017**.

E. Building: Design Development Phase:

Design Development Documents shall be completed no later than **June 2, 2017**.

F. Building: Construction Documents Phase:

1. 60% Construction Documents: 60% CD's shall be completed no later than **July 21, 2017**.
2. 90% Construction Documents & Permit: 90% CD's and Permit Submittal Drawings shall be completed no later than **September 01, 2017**.
3. Construction Documents shall be completed no later than **Sept 20, 2017** and issue for bid on **Sept 21, 2017**.

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 **+/-20** calendar days to complete. Bidding phase will commence on **October 6, 2017** and due on **November 03, 2017**. PBC intends on awarding the project on **November 14, 2017**.

H. Building: Construction Phase Services:

Construction of the Project building shall be completed no later than **November 24, 2017** following the issuance of the 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.

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EXHIBIT A – LEGAL ACTIONS

FIRM NAME EC Purdy & Associates

I. LEGAL ACTIONS

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

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

EXHIBIT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Elizabeth C. Purdy, as Owner
Name Title

and on behalf of EC Purdy & Associates
 (“Bidder/Proposer/Respondent or Contractor”) having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	EC Purdy & Associates		
Address:	53 W. Jackson Boulevard, Suite 1631		
City/State/Zip:	Chicago / Illinois / 60604		
Telephone:	312-408-1631	Facsimile:	312-408-1632
FEIN:	81-1171367	SSN:	
Email:	info@ecpurdy.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other <u>Cook</u>			

II. 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”.	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S not applicable /sole proprietorship

State of Incorporation or Organization:		
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:		
Telephone:		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: _____
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please 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.</i>		

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS not applicable /sole proprietorship

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	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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 of Principal(s)	
Elizabeth C. Purdy	
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 be exercised.	
Name	Address

EXHIBIT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

EXHIBIT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (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.

EXHIBIT B - DISCLOSURE AFFIDAVIT

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

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

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

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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

Handwritten signature of Elizabeth C. Purdy over a line, with the text 'Signature of Authorized Officer' below it.

Elizabeth C. Purdy
Name of Authorized Officer (Print or Type)

Owner:
Title

312-408-1631
Telephone Number

State of ILLINOIS
County of COOK

Signed and sworn to before me on this 25th day of MAY, 2017 by ELIZABETH C. PURDY (Name) as OWNER (Title) of EC PURDY & ASSOCIATES (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal (with handwritten signature)

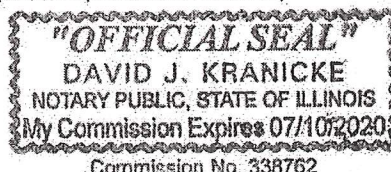


EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

Certification

Consultant hereby certifies as follows: not applicable / none

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

- 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.

ATTACHMENT C - DISCLOSURE OF RETAINED PARTIES

- 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.

Elizabeth C Purdy
Signature

5/25/2017

Date

Elizabeth C. Purdy

Owner

Name (Type or Print)

Title

Subscribed and sworn to before me

this 25th day of MAY 2017

Notary Public

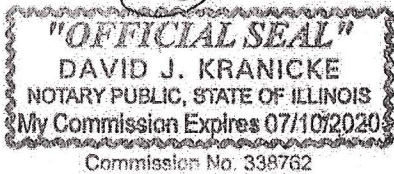


EXHIBIT D
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN
OWNED BUSINESS ENTERPRISES**

1. Policy Statement

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 26% of the annual dollar value of Construction Contracts to MBEs and 6% of the annual dollar value of Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. For this agreement, the MBE/WBE participation goal for this project is a minimum of 30% MBE/WBE Participation of the total value for this agreement, except in cases where a waiver is justified/approved.
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - i. Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - ii. Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - iii. "Professional Service Contract" means a contract for professional services of any type.
 - iv. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - v. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
 - vi. "Design-Builder" means the entity responsible for the planning, design, and construction of a project.

- vii. "Established Business" means a person or entity granted certification by the City of Chicago or Cook County.
- viii. "Executive Director" means the Executive Director of the Commission or duly designated representative as appointed in writing.
- ix. "Good faith efforts" means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- x. "Joint Venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the Joint Venture is equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- xi. "Program" means the minority and women business enterprise procurement program established in this special condition.

4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible Joint Venture equal to the percentage of the ownership and control of the MBE or WBE partner in the Joint Venture. A Joint Venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A Joint Venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the Joint Venture:
 - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
 - ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Consultant subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Consultant may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
 - i. Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or the County of Cook must be submitted.
 - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the Joint Venture agreement proposed among the parties. The Schedule B and the Joint Venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail.
The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - i. Attendance at the Pre-bid conference.
 - ii. Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
 - iii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies.
 - iv. Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented.
 - v. Timely notification (at least 7 days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations.
 - vi. Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner.
 - vii. Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance.
 - viii. Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services.
 - ix. Effectively use the services of the the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
 - x. Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - a. The name, address and telephone number of MBE and WBE firms contacted;
 - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - xi. A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
 - xii. Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
 - xiii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - xiv. Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
 - xv. General efforts made to assist MBE and WBE firms to overcome participation barriers The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
 - a. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
 - b. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
 - 1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 23.01.4;
 - 2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 23.01.4.
 - 3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 23.01.4.
- b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

10. Failure To Achieve Goals

- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
 - i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
 - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.
 - vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - vii. Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
 - ix. Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and