PUBLIC BUILDING COMMISSION OF CHICAGO

PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1499

WITH
HARLEY ELLIS DEVEREAUX

TO PROVIDE
ARCHITECT OF RECORD SERVICES

FOR
LITTLE VILLAGE/ MARSHALL SQUARE BRANCH LIBRARY
VICINITY OF 23RD and KEDZIE AVENUE
CHICAGO, ILLINOIS
PROJECT NUMBER 08030

Mayor Richard M. Daley
Chairman

Erin Lavin Cabonargi
Executive Director

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

CERTIFICATE OF CORPORATE RESOLUTION
OF THE BOARD OF DIRECTORS OF
HARLEY ELLIS DEVEREAUX CORPORATION

The undersigned individual, as Corporate Chairman and CEO of Harley Ellis Devereaux Corporation (the "Corporation"), hereby certifies that the following resolution was duly adopted b y the Board of Directors of the Corporation on March 25, 2009, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, that Robert C. Robicsek, AIA, (among others), as a Principal, Principal-in-Charge, and Shareholder with the Corporation, pursuant to Article V of the Restated By-Laws of Harley Ellis Devereaux Corporation, shall have the authority to act for and on behalf of the Corporation to execute project related agreements, and shall use the title "Principal-in-Charge" when representing the Corporation to or with a client.

This resolution authorizes Robert C. Robicsek, AIA (among others), to act for and on behalf of the Corporation for any and all services of Harley Ellis Devereaux and of GreenWorks Studio, a Partner Company of Harley Ellis Devereaux.

Dennis M. King, FAIA, FESD
Principal
Corporate Chairman and CEO
Harley Ellis Devereaux Corporation

Dated: March 25, 2009

Notary: Martha L. Pekarek
Expiration: 9/1/2014
Oakland County, State of Michigan

Dated: March 25, 2009

MARTHA L. PEKAREK
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 1, 2014
ACTING IN COUNTY OF Oakland

EXECUTION PAGE

ARCHITECT OF RECORD
LITTLE VILLAGE/ MARSHALL SQUARE BRANCH LIBRARY
PS1499

THIS AGREEMENT effective as of March 10, 2009, 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 Harley Ellis Devereaux with offices at 40' West Superior Chicago, Illinois 60654, (the **"Architect"**), at Chicago, Illinois.

Background Information – Recitals:

Whereas, The Commission on behalf of the Chicago Public Library (referred to in this Agreement as the **"User Agency"**), intends to undertake the construction and/or improvement of the Little Village / Marshall Square Branch Library in Chicago, Illinois based on the scope in Schedule A attached to the Agreement (the **"Project"**).

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

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

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

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

NOW THEREFORE, the parties agree on the terms and conditions that follow:

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

Richard M. Daley
Chairman

Date: _____

Attest:

Edgrick Johnson
Secretary

Date: 4/15/09

ARCHITECT, HARLEY ELLIS DEVEREAUX:

Robert C. Robicsek
Principal in Charge

Date: 3/30/2009

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Robert C. Robicsek and _____ on behalf of Architect this 30th day of March, 2009.

Notary Public

My Commission expires: (SEAL OF NOTARY)

OFFICIAL SEAL
LINDA J BLANCHARD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/06/09

Approved as to form and legality

Neal & Leroy, LLC

Article I. INCORPORATION OF RECITALS

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

Article II. DEFINITIONS AND USAGE

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

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

(b) Architect. The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.

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

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

(e) Commission. The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.

(f) Construction Budget. The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents to be prepared by the Architect in accordance with this Agreement. The Construction Budget does not include any payments made to the Architect or Commission Consultants or reimbursable expenses pursuant to Schedule D.

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

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

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

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

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

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

(m) Project. **Little Village/ Marshall Square Branch Library**

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

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

(p) 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.

(q) 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.

(r) 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.

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

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

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

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

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

25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Architect will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

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

Section 4.06 Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3.01 above, the Architect will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

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

Section 4.08 Compliance with Laws. In performing its engagement under the Agreement, the Architect must comply with all applicable federal, state and local laws, rules, and regulations.

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

Section 4.10 Defects in Project. The Architect must notify the Commission immediately if the Architect obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.

Section 4.11 Performance Standard.

(a) The Architect represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. This includes, but is not limited to, a thorough review by the Architect of any design documents and/or prototype for the Project prepared by the Commission's Design Architect. The Commission expects the Architect to undertake a thorough review of the concept design documents and/or prototype, and to identify any errors, omissions, inconsistencies or ambiguity in the concept design, as well as any changes in any pertinent code that may have occurred. Regardless of any errors, omissions, inconsistencies or ambiguity in the concept design and/or prototype, the Commission will hold the Architect solely and completely responsible for any and all errors, omissions, inconsistencies and ambiguity in Architect's Deliverables, including, but not limited to, the construction documents for the Project. The

Architect further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Architect to perform the Services in the manner required by the Agreement.

(b) The Architect must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Architect must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Architect remains responsible for the professional and technical accuracy of all Services furnished, whether by the Architect or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

(c) The Architect must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

(d) If the Architect fails to comply with the obligations under the standards of the Agreement, the Architect must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Architect of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Architect either under the Agreement, at law or equity.

(e) Evaluations of the Commission's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Commission has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

Section 4.12 Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify negligent errors, omissions or ambiguities. The Commission has a committee that reviews the project for alleged errors and omissions by the Architect. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim regarding the alleged error and omission to the Architect, allow the Architect to respond in writing, and meet with the Architect to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect will attend such meetings without additional compensation. Upon notice or discovery, and as directed by the Commission, the Architect will perform, without additional compensation, the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect, damages incurred by the Commission resulting from errors or omissions in the construction documents prepared by the Architect. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited, to the Architect's failure to perform services or meet the schedule, design errors or omissions and failure to adhere to terms of this Agreement.

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

Section 4.13 Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Architect, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment absent such written amendment.

Section 4.14 Representation and Covenant by Consultant. Neither the Architect nor any affiliate of the Architect is listed on any of the following lists maintained by the Office Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity,

means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

Article V. TERM

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

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

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

(a) During the period the Architect's performance is suspended, the Architect is not entitled to incur fees or bill the Commission, except for Architect's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Architect's invoices or claims). The Architect may bill such time spent during a suspension only if the Architect's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule D. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect's Services.

(b) If the Architect is required to resume its Services under this Agreement, the Commission will notify Architect in writing, giving Architect a reasonable period not to exceed 10 days to remobilize itself. The Architect may bill such time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule D. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance with the provisions of Schedule C, establishing a revised Completion Date of Services, and Architect will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

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

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

Article VI. COMPENSATION OF ARCHITECT; REIMBURSEMENT FOR EXPENSES

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

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

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

(a) Information. The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.

(b) Review of Documents. Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.

(c) Site Data. To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:

(i) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.

(ii) A certified title.

(iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements

(iv) Title information as to restrictions, easements, zoning and deed restrictions.

(v) Information concerning availability of both public and service and utility lines. See Schedule A for more details.

(vi) If the Architect does procure these or any other services at the request of the Commission, the Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Architect be vicariously liable for the procured services.

(d) Tests and Reports. To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule D.

(e) Architect's Rights and Obligations with Respect to Commission-Provided Information ("CPI"). Architect may rely upon the CPI provided by the Commission as described in this Section 7.01, provided, however, that the Commission expects the

Architect to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Architect to do so for the proper performance of the Services under this Agreement. The Commission makes no warranties and representations with respect to the accuracy of the information provided. Architect must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Authorized Commission Representative. In the event that Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation if, and only if, Architect furnishes reasonable and appropriate evidence that Architect has met its obligation to review and verify the CPI.

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

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

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

(a) The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its subcontractors pursuant to this Agreement (the "Work") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.

(b) The Architect will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

(c) The Architect represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work.

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

Article VIII. INDEMNIFICATION

Section 8.01 Indemnification. The Architect must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, (including court costs and expert's fees) that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Architect's

negligent performance or non-performance of the agreement or of any error or omission or negligent or willfully wrongful act of the Architect, or and any person employed by the Architect, or and any Subcontractor retained by the Architect in connection with this Project.

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

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

Article 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 E to this Agreement.

Article X. DEFAULT

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

(a) Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Architect by the Commission;

(b) Any representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;

(c) The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;

(d) Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.

(e) The Architect's material failure to perform any of its obligations under the Agreement, including any of the following:

(i) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to Schedule C in this Agreement;

(ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;

(iv) Discontinuance of the Services for reasons within the Architect's reasonable control; or

(v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.

(vi) The Architect shall have a ten day period to cure following written notice for the events of default listed here.

(f) Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.

(g) The Architect's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, the Chicago Public Schools or the Chicago Park District. Architect acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.

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

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

Article XI. CLAIMS AND DISPUTES

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

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

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

Section 11.04 Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Commission Representative was filed or was due unless the Executive Director notifies the Architect that additional time for the decision is necessary. The Architect must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Architect disagrees with the Executive Director's final decision, the Architect may file, a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and

exclusive judicial remedy of the Architect. However, the Architect must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Architect shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

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

Article XII. CONFIDENTIALITY

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

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

Article XIII. ASSIGNMENT

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

Article XIV. RELATIONSHIP OF PARTIES

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

Article XV. GENERAL

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

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

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

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

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

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

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

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

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

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

SCHEDULE A
SCOPE OF SERVICES
ARCHITECT OF RECORD
LITTLE VILLAGE/ MARSHALL SQUARE BRANCH LIBRARY
PS1499

A. General Requirements

I. Completion of Design of the Project

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

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

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

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

The Concept Package is the prototype for the Project. **Be advised that any and all material deviations from the Concept Package and Site Plan must be requested by the Architect and approved, in writing, by the Authorized Commission Representative prior to being included in any Deliverable for the Project.** The Commission expects the Architect to undertake a thorough review of the Concept Package for purposes that include, but are not necessarily limited to, the identification and correction of any errors, omissions, inconsistencies, ambiguities or other issues, including, but not limited to, compliance with all codes in effect at the time of performance of the Services, in the Concept Package. As stated above, the Commission will look solely to the Architect for any and all liabilities that may arise from any error or omission present in the construction documents for the Project.

II. Project Site and Program Components

The site is bounded by west 23rd Street to the North, a public property line to the South, a 16 foot wide public alley to the East, and South Kedzie Avenue to the West. The prototype building design is a one-story, 15,000 square-foot Branch Library consisting of steel framing with exterior masonry veneer. The building is to function as the Branch Library for the Little Village/ Marshal Square Community. Major programmatic components include a book stack area, reading areas, computer areas, circulation desk, a Librarian's office, back of house work space and storage, a multi-purpose room, restrooms, mechanical and boiler room, and other ancillary spaces. The site development will include all code- and ordinance-required amenities, including, but not limited to, a parking lot and improvements to the adjacent public rights of way.

III. Term of this Agreement

Commencement Date of Services: March 20, 2009

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

IV. Organization of the Services

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

V. Responsibilities of the Architect in Performing the Services

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

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

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

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

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

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

G. All parts and phases of this Project are required to be designed in accordance with USGBC standards to achieve a minimum Leadership in Energy and Environmental Design (LEED) rating of Silver, or such other level as the Commission may designate.

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

B. Requirements by Phase

Part 1 – Design / Engineering for Site Preparation

Scope Development Phase

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

1. Upon review of the Commission's Environmental Consultant's findings, develop a proposed Site Preparation scope of work coordinated with the geotechnical consultant findings and the proposed utility service connections into the new building. The site preparation design will include all work necessary to abate and demolish existing structures on the site, as well as to prepare the site both environmentally and

geotechnically in order to implement the building construction and site development scope of work, including, but not limited to, the development of soil management strategies that will be subject to the review and approval of the Commission. The site preparation scope of work will also require the design of all utilities to be brought within 5 feet of the building perimeter. This proposed scope of work will be submitted to the Authorized Commission Representative for review and approval.

B. Construction Documents Phase

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

1. 75% Construction Documents. Continued development of the Site Preparation Package inclusive of necessary geotechnical and site utility service termination, rerouting or connection scope of work and coordination of environmental scope of work with the Commissions environmental consultant.

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

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

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

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

C. Bidding and Contract Administration Phase

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

1. Attend and participate in regularly scheduled: (i) weekly Project meetings, and (ii) monthly pay application meetings for approval of contractor pay requests. Provide field observation of the construction each week to monitor the progress and conformance of the permanent features of the Work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replaced before Final Completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon the written request of the Authorized Commission Representative.

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

D. Closeout Phase

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

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

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

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

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

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

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

A. Schematic Design Phase

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

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

2. Analysis of the requirements of the Project, including confirmation of the established conceptual design, the conditions of the site and the survey, and consultation with the Commission to establish the design, and the functionality and financial feasibility of the Project.

3. Facilitate and document a sustainable design charrette and follow up sessions with all subconsultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charrette is to confirm that the Project's target LEED™1 rating of Silver is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.

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

5. As required, prepare Request for Clarification submittals for PBC or User Agency questions.

6. Preparation and presentation of Schematic Design options for the Project for review by the Commission and the User Agency. Preparation of schematic drawings and design studies (including materials) based upon analysis of Project requirements. Preparation of a general description of the scope of the Project, a preliminary estimate of construction costs ("AOR's Estimate of Probable Construction Costs").

7. Preparation of plans, elevations, sections, outline specifications and narratives, as required, to describe the architectural, structural, mechanical, plumbing, fire protection and electrical aspects of the selected design option for preparation of the AOR's Estimate of Probable Construction Costs.

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

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

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

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

   a) Occupancy classification

   b) Construction type

   c) Occupant load by area and floor

   d) Travel distances

   e) Accessibility

   f) Exit types, units and widths

g) Plumbing fixture counts

h) Loading berths and parking requirements

i) Fire resistance requirements

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

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

14. Schematic Design Phase Deliverables include:

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

b) Site Preparation Schematic Design Documents and Estimate of Probable Construction Cost (broken down by CSI division or other approved format);

c) Building Construction Schematic Design Documents and Estimate of Probable Construction Costs in the format provided in Exhibit X, attached hereto;

d) Sustainable Design Goals and target LEED checklist, including all LEED detail;

e) Stormwater analysis and management proposal;

f) Proposed Public Right of Way Amendment Plan;

g) Issuance of a zoning analysis package;

h) Issuance of a code analysis package;

i) Provide an initial utility coordination and public infrastructure plan;

j) Provide an initial energy simulation model using the DOE2 Modeling Software;

k) Request for Clarification compilation and log; and

l) Issuance of milestone packages (Site Preparation and Building Construction) for review.

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

B. Design Development Phase

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

1. Consistent with the approved Schematic Design phase Deliverables (including drawings and design studies), Architect will prepare plans, elevations and other drawings and outline specifications necessary to illustrate the size and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required (the "Design Development Documents").

2. Subject to the prior written consent of the Authorized Commission Representative, incorporate the Schematic Design Milestone Review comments into the Design Development Documents.

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

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

5. Develop a hardware and device location plan for Commission and User Agency review and approval.

6. Develop a signage plan and specifications for Commission and User Agency review and approval.

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

8. Preparation of documents necessary for the Planned Development process as well as participation in any required meetings to facilitate the rezoning of the Project site.

9. Update the AOR's Estimate of Probable Construction Costs. Review the Design Development Documents along with the necessary cost and/or scope reduction items, if any, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required to align the AOR's Estimate of Probable Construction Costs with the Construction Budget for the Project.

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

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

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

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

d) A summary of all approved Construction Budget revisions.

11. At completion of the Design Development phase, transmit one complete set of the final Design Development Documents, including the updated AOR's Estimate of Probable Construction Cost and details, to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Design Development phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorize Commission Representative, incorporate User Agency comments into the Construction Documents.

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

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

a) Occupancy classification

b) Construction type

c) Occupant load by area and floor

d) Travel distances

e) Accessibility

f) Exit types, units and widths

g) Plumbing fixture counts

h) Loading berths and parking requirements

i) Fire resistance requirements

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

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

16. If the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission. If requested by the Authorized Commission Representative, and subject to the execution of a written Amendment in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services provided in this Section II.B.16 of Schedule A on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in accordance with the requirements of Schedule D.

17. Design Development Phase Deliverables include:

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

b) Building Construction Design Development Documents (including specifications) and Estimate of Probable Construction Costs in the format provided by the Commission.

c) Issuance of approved Furniture, Fixture and Equipment Plan and Schedule.

d) Issuance of approved Hardware and Device Location Plan and Schedule.

e) Issuance of Submittal and Closeout Matrix.

f) Updated LEED checklist.

g) Updated Stormwater Analysis and Management Proposal.

h) Proposed Public Right of Way Amendment Plan.

i) Provide an updated energy simulation model.

j) Plan Commission Documentation for rezoning process.

k) Issuance of initial MEP coordination documents.

l) Issuance of compilation of issued Meeting Minutes (Meeting Minutes shall be recorded and furnished by the Authorized Commission Representative).

m) Issuance of code analysis package.

n) Provide a complete utility coordination and public infrastructure plan.

o) Documentation for User Agency Departmental Approvals.

p) Request for Clarification compilation and log

q) Issuance of milestone packages for review.

r) Response to milestone review comments.

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

C. Construction Documents Phase

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

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews and estimates will be performed at 60%, 90% and 100% completion on the dates listed in Schedule C Project Schedule, including architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry standard elements required for the architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment and site work. At every milestone of completion, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.

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

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

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

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

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

d) A summary of all approved Construction Budget revisions.

4. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:

a) Verification of responsibilities for providing inspections, tests and certificates.

b) Scope of services for the testing and inspection services RFQ.

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

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

6. If the AOR's Estimate of Probable Construction Costs exceeds the Construction Budget, then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications as necessary in a manner satisfactory to

the Commission until the correspondingly revised AOR's Estimate of Probable Construction Costs is within the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section II.C.6 of Schedule A shall be provided by the Architect without compensation or any extension of time for the performance of the Services.

7. If the Authorized Commission Representative requests a change in scope of the Project, after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications as necessary in a manner satisfactory to the Commission. If requested by the Authorize Commission Representative, and subject to the execution of a written Amendment in accordance with Section 4.13 of this Agreement, Architect will be compensated for the Additional Services provided in the Section II.C.7 of Schedule A on either a negotiated Lump Sum basis or in accordance with the Billing Rates established in accordance with the requirements of Schedule D.

8. At the completion of the each Construction Document milestone (60%, 90% and 100%), transmit hard copies of the milestone documents to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Construction Document phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.

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

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

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

a) Occupancy classification

b) Construction type

c) Occupant load by area and floor

d) Travel distances

e) Accessibility

f) Exit types, units and widths

g) Plumbing fixture counts

h) Loading berths and parking requirements

i) Fire resistance requirements

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

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

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

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

b) Issue updated Submittal and Closeout Matrix.

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

d) Building Construction Documents (including specifications) and Estimate of Probable Construction Costs in the format provided by the Commission.

e) Updated LEED checklist.

f) Updated Stormwater Analysis and Management Proposal.

g) Compilation of issued meeting minutes.

h) Issuance of updated zoning analysis package and required rezoning documentation as required.

i) Provide an updated energy simulation model.

j) Issuance of updated code analysis package.

k) Issuance of updated MEP coordination documentation.

l) Request for Clarification compilation and log

m) Issuance of milestone packages for review.

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

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

a. Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.

b. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).

c. Inconsistencies between drawings and specifications (between disciplines and within each discipline).

d. As required to manage discipline coordination, the Architect must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the PBC.

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

a) Above ceilings in corridors to confirm that services, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.

b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.

c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.

d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.

e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.

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

19. 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.

20. 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.

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

D. Bidding Phase

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

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

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

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

4. Review bids and prepare an evaluation and recommendation for award relative to the Project and Construction Budget. Assist in finalizing the agreement(s) with the contractor(s) to construct the Project.

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

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

7. Attend the Commission's Pre-Bid Conference, Technical Review and review bids as required by the Authorized Commission Representative.

E. Contract Administration Phase

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

1. Attend and participate in regularly scheduled: (i) weekly Project meetings, and (ii) monthly pay applications meetings for approval of contractor pay requests. Provide no less than twelve (12) hours of field observation of the construction per week in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. The Architect's on-site representative shall not be removed or replace before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.

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

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

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

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

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

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

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

9. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of

the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.

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

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

F. Close Out Phase

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

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

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

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

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

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

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

7. Project Close Out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project. A sample form is attached to the Scope as Exhibit 1.

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

Architect shall:

A. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria. On projects where template specifications are furnished by the Commission, the Architect is responsible to amend any template specifications sections which do not adhere to the following criteria.

1. Specifications will follow performance criteria outline format.

2. Specifications will identify acceptable manufacturers.

3. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.

4. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.

B. Facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, impact on LEED certification, constructability, material and product availability. Propose alternate materials and system assemblies as well as the resultant cost savings opportunities.

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

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

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

F. Energy Simulation Modeling Using Department of Energy DOE 2 Software. Using the DOE2 Energy Modeling Software, model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Public Building Commission. An updated model must be provided with each milestone submittal during the design of the Project.

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

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

I. Administer the Project's LEED compliance and submittal program, including providing all submittals to the USGBC.

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

1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Deputy Director of Utility Coordination. The Architect will assist the Deputy Director of Utility Coordination as necessary.

2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.

3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.

4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).

5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.

6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).

7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.

8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.

9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.

10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.

11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

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

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

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

IV ADDITIONAL SERVICES

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

A. Architect may be required to provide detailed specifications and coordinate the bidding and installation of Fixtures, Furnishings and Equipment (FF&E) not covered in the Project, sculpture, murals and other related features and special equipment not included in the construction contract.

B. Architect may be required to provide consultation concerning replacement of any work damaged or destroyed by fire or other cause during construction and furnish additional services as may be required in connection with the replacement of the work.

C. Architect may be required to provide additional services made necessary by the default of the contractor in the performance of the construction contract.

SCHEDULE B

PROJECT DOCUMENTS

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SCHEDULE C
PROJECT SCHEDULE

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A. **Site Preparation: Scope Development Phase:**

Scope Development: Scope Development documents shall be completed not later than **April 16, 2009.**

B. **Site Preparation: Construction Documents Phase:**

1. 75% Construction Documents: 75% Construction Documents shall be completed within **N/A** calendar days after completion of Schematic Design.

2. 100% Construction Documents. 100% Construction Documents shall be completed within **15** calendar days after completion of Schematic Design.

C. **Site Preparation: Construction Phase Services:**

Site Preparation work is anticipated to complete not later than **October 23, 2009.**

D. **Building: Schematic Design Phase:**

Schematic Design: Schematic Design documents shall be completed not later than **April 30, 2009.**

E. **Building: Design Development Phase:**

Design Development Documents shall be completed within **60** calendar days after completion of Schematic Design.

F. **Building: Construction Documents Phase:**

1. 60% Construction Documents: 60% Construction Documents shall be completed within **21** calendar days after the date of written approval of the Design Development Phase issued by the Authorized Commission Representative.

2. 90% Construction Documents. 90% Construction Documents shall be completed within **21** calendar days after the date Architect receives final written comments on its 60% Construction Documents Deliverable issued by the Authorized Commission Representative.

3. 100% Construction Documents. **100%** Construction Documents shall be completed within **18** calendar days after the date Architect receives final written comments on its 90% Construction Documents Deliverable issued by the Authorized Commission Representative.

G. **Building: Bid and Award Phase:**

The Bid and Award phase of the project, from bid advertisement to bid opening through final contract award, is anticipated to require **50** calendar days to complete.

H. **Building: Construction Phase Services:**

Construction of the Project building is anticipated to require **420** calendar days to complete after issuance of Notice to Proceed to the contractor.

I. **Building: Time of Completion**

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

J. **The Architect**

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

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

SCHEDULE D
COMPENSATION OF THE ARCHITECT

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I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a Not To Exceed Fee ("**Fee**") of **$721,996.00.** The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Allocation of Fee:			
Site Preparation			**$15,000.00**
Scope Development	35%	**$5,250.00**	
Construction Documents	40%	**$6,000.00**	
Bidding Phase Services	5%	**$ 750.00**	
Construction Phase Services	15%	**$2,250.00**	
Project Close-out	5%	**$ 750.00**	
Design/ Engineering of Building:			**$706,996.00**
Schematic Design	15%	**$106,049.40**	
Design Development	20%	**$141,399.20**	
Construction Documents	35%	**$247,448.60**	
Bidding Phase Services	5%	**$ 35,349.80**	
Construction Phase Services	20%	**$141,399.20**	
Project Close-out	5%	**$ 35,349.80**	

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

II. BILLING RATES AND COMPENSATION FOR ADDITIONAL SERVICES

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

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

IV. REIMBURSABLE EXPENSES

A. "Reimbursable Expenses" as referred to in this Agreement, are actual expenditures at cost without mark-up or surcharge, incurred by the Architect, and required for the Services. Reimbursable Expenses must be supported with proper documentation in the form of itemized invoices which include a notation stating the Project-related purpose of the expenditure.

The following will be considered Reimbursable Expenses:

1. Plotting, printing, reproduction and distribution of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.

2. Printing and distribution costs associated with shop drawing and submittal reviews during construction.

The following are NOT Reimbursable Expenses:

1. Plotting, printing and distribution of drawings and specifications for the purpose of coordination between members of the Architect's team, or otherwise incidental to the Architect's Services are not Reimbursable Expenses.

2. Office and administrative expenses, including telephone system expenses, photocopying, duplicating costs, postage, office & drafting supplies, fax and delivery services (except as noted above in A. 1. and A. 2. are not Reimbursable Expenses.

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

1. Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.

2. Fees and costs of special consulting services requested by the Commission such as acoustical, theater, food service, masonry, roofing and elevator consultants will be paid as a reimbursable expense. Civil, structural, mechanical, electrical, plumbing and fire protection engineering services are included within the Fixed Fee.

3. Costs for rental or purchase of special items or equipment requested by the Commission.

4. Fees and costs to secure necessary permits or civil agency approvals, including permit fees and expenditure fees.

5. Costs of surveys, geotechnical and environmental technical testing and reports.

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

C. Reimbursable Expenses shall not exceed **$85,000.00** except as approved by the Commission in the form of an Amendment issued in accordance with Section 4.13 of this Agreement.

V. METHOD OF PAYMENT

1. Invoices. Once each month, the Architect will submit an invoice to the Commission for Services performed during the preceding month with the exception of Project Close-out phase services that will be paid in one lump sum after the completion Date of Services.

Each Invoice must reference the contract number and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Architect must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the

Public Building Commission - Richard J. Daley Center - 50 West Washington, Room 200 - Chicago, Illinois 60602 - Tel: 312-744-3090 - Fax: 312-744-0811

Project Name: Little Village / Marshall Square Branch Library

Date: 2/17/2009

Architect of Record: Hasley Ellis Devereaux

Contact Name: Robert C. Rabbitsch, AIA Principal Phone: 312.32[illegible]

Project Delivery Method	eg: JOC, Lump Sum Bid, Agency CM, etc				Fee Breakdown by Project Phase					
Service Category	Service Provider	BPPBC Affiliation	Percentage of Project Team	Proposed Total Fee	Schematic Design 10%	Design Development 20%	Construction Documents 30%	Bidding 5%	Contract Administration 30%	Project Close-Out 5%
Architecture / Interiors	Hasley Ellis Devereaux	NA	57.4%	$ 489,000.00	$ 80,980.00	$ 81,980.00	$ 142,170.00	$ 20,380.00	$ 81,380.00	$ 20,380.00
Cost Consulting	VISTARA	MBE	2.5%	$ 19,000.00	$ 2,940.00	$ 5,830.00	$ 8,950.00	$ 980.00	$ 3,920.00	$ 980.00
LEED Consulting	Hasley Ellis Devereaux	NA	5.1%	$ 43,000.00	$ 6,430.00	$ 8,980.00	$ 14,980.00	$ 2,140.00	$ 8,560.00	$ 2,140.00
Civil Engineering	TERRA Engr.	WBE	3.8%	$ 32,000.00	$ 3,840.00	$ 5,120.00	$ 8,960.00	$ 1,280.00	$ 5,120.00	$ 1,280.00
Landscape Architecture	TGOA	WBE	4.8%	$ 34,000.00	$ 5,110.00	$ 8,021.20	$ 11,937.10	$ 1,705.30	$ 6,821.20	$ 1,705.30
Structural Engineering	Robbins & Meola	MBE	6.8%	$ 58,000.00	$ 8,000.00	$ 11,978.00	$ 20,785.50	$ 2,992.50	$ 11,978.00	$ 2,995.00
MEP Engineering (Incl. Plumbing & Electrical)	PRIMERA	MBE	16.9%	$ 139,000.00	$ 17,535.00	$ 23,908.80	$ 41,825.00	$ 5,975.00	$ 23,900.00	$ 5,975.00
Electrical Engineering (included in MEP)	PRIMERA	Included in MEP	0.0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Plumbing & Fire Protection Engr. (included in MEP)	PRIMERA	Included in MEP	0.0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Proposed Total Fee for Basic Services associated with the Building Construction SOW				$ 788,000.00	$ 126,835.00	$ 161,988.00	$ 262,488.00	$ 35,560.00	$ 161,380.00	$ 35,540.00

Building Construction and Site Development SOW Comments:

1. Building will NOT require Automatic Fire Sprinkler System
2. Site will ROW feature an Automated Irrigation System
3. All HED Team fees are based on the project schedule provided to HED by PBCC
4. XX
5. XX

Project Delivery Method	eg: JOC, Lump Sum Bid, Agency CM, etc				Fee Breakdown by Project Phase				
Service Category	Service Provider	BPPBC Affiliation	Percentage of Project Team	Proposed Total Fee	Design Development 20%	Construction Documents 40%	Bidding/ Assignment 5%	Contract Administration 30%	Project Close-Out 5%
Architecture	Hasley Ellis Devereaux	NA	53.3%	$ 5,000.00	$ 2,000.00	$ 3,200.00	$ 400.00	$ 1,200.00	$ 400.00
LEED Consulting	Hasley Ellis Devereaux	NA	13.7%	$ 2,000.00	$ 717.50	$ 920.00	$ 182.50	$ 367.50	$ 182.50
Civil Engineering	TERRA	WBE	19.7%	$ 3,000.00	$ 1,035.00	$ 1,180.00	$ 147.50	$ 442.50	$ 147.50
Structural Engineering	Robbins & Meola	MBE	13.3%	$ 2,000.00	$ 780.00	$ 880.00	$ 100.00	$ 300.00	$ 100.00
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
Other	PROVIDE NAME	eg: MBE (AA, H, A) or WBE	0.0%	$ -	$ -	$ -	$ -	$ -	$ -
Proposed Total Fee for Basic Services associated with the Site Preparation SOW				$ 10,000.00	$ 4,532.50	$ 6,180.00	$ 730.00	$ 2,310.00	$ 730.00

Site Preparation SOW Comments:

1. Environmental Abatement by PBCC
2. XX
3. XX
4. XX
5. XX

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

Public Building Commission • Richard J. Daley Center • 50 West Washington, Room 300 • Chicago, Illinois 60602 • Tel 312-744-3090 • Fax 312-744-0005

Project Name: Little Village / Marshall Square Branch Library

Date: 2/17/2009

Architect of Record: Harley Ellis Devereaux

Contact Name: Robert C. Rabinowitz, AIA Principal Phone: 312-[illegible]

Survey	$ -		BY PBCC
Geotechnical Testing/Reporting	$ -		BY PBCC
Food Service Consulting	$ -		NOT REQUIRED
Audio/Visual Consulting	$ 10,000.00		Required
Natatorium Consulting	$ -		NOT REQUIRED
Theatrical Consulting	$ -		NOT REQUIRED
Acoustical Consulting	$ 10,000.00		Required
Lighting Consulting - PRIMERA	$ 15,000.00		Required
Information Technology Consulting	$ -		PROVIDED by CPL Staff to Harley Ellis Devereaux
Traffic Consulting	$ -		BY PBCC
Roofing Consulting	$ 10,000.00		Required
Hardware Consulting	$ 4,500.00		Required
Security Equipment Design and Coordination - PRIMERA	$ 6,000.00		Required
Other Specialty Consulting	$ -		If Required
Other Specialty Consulting	$ -		If Required
Reimbursable Consultant Allowance	$ [illegible]		

REIMBURSABLE EXPENSES AS ALLOWED by PBCC AGREEMENT - Allowance	$ 30,000.00		As Noted
Expense	$ -		As Noted
Expense	$ -		As Noted
Expense	$ -		As Noted
Expense	$ -		As Noted
Reimbursable Expenses Allowance	$ [illegible]		

Total Fee Proposal Value $ [illegible]

Allowance	$ -		As Noted
Allowance	$ -		As Noted
Allowance	$ -		As Noted
Allowance	$ -		As Noted
Allowance	$ -		As Noted
Total Allowances/Special Considerations	$ -		

Notes:

1. Unless noted otherwise, the Public Building Commission will procure the following consultants: Commissioning Agent / Authority, Environmental Testing / Consulting/Traffic Studies
2. Unless noted otherwise, the Site Preparation Scope of Work includes, but is not limited to, Site Remediation, Geotechnical Site Preparation, and Site Utility Work to 5'-0" from the building footprint
3. Unless noted otherwise, the Building Construction Scope of Work includes, but is not limited to, Building Construction, FF&E, and Site Utility connection
4. Refer to Schedule D of the contract language for terms regarding Architect Compensation, including allowed reimbursable expenses.
5. Please note the project delivery method, as different delivery methods require different levels of document preparation.

[signature]

Signature of the Architect of Record

17-Feb-09

Date

HARLEY ELLIS DEVEREAUX

February 16, 2009

401 West Superior
Chicago, Illinois
60610-3430 | USA

t 312.951.8863
f 312.951.1719
harleyellisdevereaux.com

RE: Public Building Commission – Chicago Public Library
Little Village/Marshall Square Branch New Library
Hourly Rate Schedule

Harley Ellis Devereaux Hourly Rate Schedule – 2009

Title/Role	Base Salary Rate
Principal in Charge	$65.00/hour
Project Manager	$50.00/hour
Lead Architect	$45.00/hour
Specifications/Sr. Tech Coord.	$50.00/hour
Architect I	$25.00/hour
Architect II	$35.00/hour
Interior Design/FF&E	$25.00/hour
Sr. LEED Coordinator	$50.00/hour
LEED Coordinator	$30.00/hour

Robert C. Robicsek, AIA, NCARB
Principal-in-Charge

Planning
Architecture
Engineering
Interior Architecture
Landscape Architecture
Construction Services

Partner Companies:

Spectrum Strategies
Crime Lab Design
GreenWorks Studio
HED Build

Chicago

Los Angeles
Detroit
Riverside
San Diego

Celebrating 100 years
1908 | 2008

HARLEY ELLIS **DEVEREAUX**

February 16, 2009

401 West Superior
Chicago, Illinois
60610-3430 | USA

t 312.951.8883
f 312.951.1719
harleyellisdevereaux.com

RE: Public Building Commission – Chicago Public Library
Little Village/Marshall Square Branch New Library
Key Project Staff

Harley Ellis Devereaux Key Project Staff

Name	Title/Role
Robert C. Robicsek, AIA	Principal in Charge
Dave Moehring, RA	Project Manager
Richard Rucks, AIA	Lead Architect
Susan King, AIA, LEED AP	Sr. LEED Coordinator

Please refer to the enclosed resumes for detailed information for the Harley Ellis Devereaux staff listed above.

We have also enclosed resumes of key project team staff from our primary consultants.

Please let me know if you have any questions regarding this information.

Sincerely,

Robert C. Robicsek, AIA, NCARB
Principal-in-Charge

Planning
Architecture
Engineering
Interior Architecture
Landscape Architecture
Construction Services

Partner Companies:

Spectrum Strategies
Crime Lab Design
GreenWorks Studio
HED Build

Chicago

Los Angeles
Detroit
Riverside
San Diego

Celebrating 100 years
1908 | 2008

Primera

Primera Engineers, Ltd.

Maximum Hourly Direct Labor Rates by Position

Engineers/Architects	2009	2010	2011	2012	2013	2014
Principal	$82.40	$85.00	$88.00	$91.00	$94.00	$97.00
Senior Project Manager	$74.28	$77.00	$79.00	$81.00	$83.00	$85.00
Project Manager	$59.82	$62.00	$64.00	$66.00	$68.00	$70.00
Technology Manager / Engineer V	$55.75	$57.00	$59.00	$61.00	$63.00	$65.00
Architect IV	$54.47	$56.00	$58.00	$60.00	$62.00	$64.00
Engineer IV	$51.50	$53.00	$55.00	$57.00	$59.00	$61.00
Designer IV	$47.99	$49.00	$50.00	$52.00	$54.00	$56.00
Construction Engineer IV	$56.95	$59.00	$61.00	$63.00	$65.00	$67.00
Field Tech IV	$42.85	$44.00	$45.00	$46.00	$47.00	$48.00
Architect III	$35.36	$36.00	$37.00	$38.00	$39.00	$40.00
Engineer III	$43.98	$45.00	$46.00	$47.00	$48.00	$49.00
Designer III	$41.21	$42.00	$43.00	$44.00	$45.00	$46.00
Construction Engineer III	$39.78	$41.00	$42.00	$43.00	$44.00	$45.00
Field Tech III	$35.70	$37.00	$38.00	$39.00	$40.00	$41.00
Architect II	$23.14	$24.00	$25.00	$26.00	$27.00	$28.00
Engineer II	$41.20	$42.00	$43.00	$44.00	$45.00	$46.00
Designer II	$36.05	$37.00	$38.00	$39.00	$40.00	$41.00
Construction Engineer II	$37.82	$39.00	$40.00	$41.00	$42.00	$43.00
Field Tech II	$33.60	$35.00	$36.00	$37.00	$38.00	$39.00
Project Coordinator II	$32.14	$33.00	$34.00	$35.00	$36.00	$37.00
Architect 1	$18.91	$19.00	$20.00	$21.00	$22.00	$23.00
Engineer I	$33.48	$34.00	$35.00	$36.00	$37.00	$38.00
Designer I	$28.84	$30.00	$31.00	$32.00	$33.00	$34.00
Construction Engineer I	$22.28	$23.00	$24.00	$25.00	$26.00	$27.00
CAD Supervisor	$32.96	$34.00	$35.00	$36.00	$37.00	$38.00
CAD Drafter II	$28.89	$30.00	$31.00	$32.00	$33.00	$34.00
CAD Drafter 1	$27.81	$29.00	$30.00	$31.00	$32.00	$33.00
Administrative Supervisor	$36.05	$37.00	$38.00	$39.00	$40.00	$41.00
Administrative Assistant	$26.35	$27.00	$28.00	$29.00	$30.00	$31.00

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

100 S. Wacker Drive, Suite 700 Chicago, IL 60606 312-606-0910 Fax: 312-606-0415 www.primerachicago.com

TGDA Proposal to Harley Ellis Deveraux

Little Village / Marshall Square Branch Library

090212

Key Staff Proposal

TGDA proposes to staff the landscape architectural component for this project as follows:

Terry Guen, Project Landscape Architect

Kees Lokman, Project Designer

Ted Haffner, Project Manager

Doug Pettay, Laura DeMink, Staff Designers.

Please see attached resumes.

Classification	*Name*	***2009 Base Rate***
Principal Landscape Architect/ Urban Designer (LA6)	Terry Guen	$70.11
Landscape Project Manager/Designer (LM1):	Kees Lokman	$32.49
Landscape Project Manager (LM1):	Edward Haffner	$30.27
Designer 2:	Doug Pettay	$27.93
Designer 2:	Laura DeMink	$26.90
Intern 3:	Ken Horinko	$20.52
Intern 1:	John Murray	$14.25

LITTLE VILLAGE / MAINSTREET SQ. HOURLY RATES.

HOURLY RATES DEV.

RME Rubinos & Mesia Engineers, Inc.

Direct Labor Ho
Listed below hourly rates should be mu
This is for additon

Title	Rate
Sr. Project Manager	$74.00
Project Engineer /Architect	$50.00
Engineer /Architect	$36.00
Technician	$26.00

MAXIMUM HOURLY LABOR RATES
Contract Term: 2008 thru 2013

SUBCONSULTANT: Terra Engineering, Ltd.

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

VISTARA
construction services

SCHEDULE OF RATES FOR PROJECT PERSONNEL

DISCIPLINE	2009 (Base Hourly Rates)
Project Manager/Senior	$60.00
Project Estimator/Senior	$48.00
Project Estimator/Intermediate	$35.00

728 West Jackson Boulevard • Suite 526 • Chicago • Illinois • 60661
(312) 986-8660 (Phone) • (312) 986-9530 (Fax)

www.vistara.com

Little Village/Marshall Square Branch Library

SITE PREPARATION

	Project Role		ESTIMATED HOURS BY PHASE					
			Scope Development	Construction Docs	Bidding	Construction Admin	Project Close Out	Total Hrs Estimated by Role
Harley Ellis Devereaux			35%	40%	5%	15%	5%	
	Principal in Charge		1	1	0	1	1	4
	Project Manager		3	3	1	2	1	10
	Lead Project Architect		10	12	3	7	3	35
	Architect		6	7	1	7	1	22
	CAD Technician/Arch I		4	5				9
								0
	Total Consultant Hours:							80
Total Hours Estimated By Phase			24	28	5	17	6	*80*

Little Village/Marshall Square Branch Library

SITE PREPARATION

	Project Role	ESTIMATED HOURS BY PHASE					
		Scope Development	Construction Docs	Bidding	Construction Admin	Project Close Out	Total Hrs Estimated by Role
[redacted]	LEED Consulting	30%	40%	5%	15%	5%	
	LEED Project Manager	1	0		1	0	2
	LEED Oversight	3	3	1	3	1	11
	LEED Admin	1	3	1	1	1	7
							0
							0
							0
	Total Consultant Hours:						20
Total Hours Estimated By Phase		5	6	2	5	2	*20*

VISTARA
construction services

Revised 3/20/09

February 13, 2009

Robert Robicsek
Harley Ellis Devereaux
401 South Superior
Chicago, IL 60610-3430

Re: Construction Cost Estimating Services
PBCC Prototype Branch Library – Little Village
New Branch Libraries for Chicago Public Library

Dear Bob:

Thank you for offering us the opportunity to present this proposal to provide cost estimating services for the Little Village – PBCC Branch Library for which your firm will be providing A/E Services. The project located at 23rd and Kedzie (Chicago, IL), will consist of a 15,000SF single storied masonry structure, with a goal of earning LEED certification.

Utilizing the new scope received from your office, Vistara Construction Services, Inc. will prepare cost estimates for the requested components as per the following table:

Site Preparation Package (Site)

Cost Breakdown	Position	Rate	Hours	Sub-Total
Scope of Work Design	Sr. Estimator	$150	2	$300
	Estimator	$100	8	$800
			TOTAL	$1,100

Cost Breakdown	Position	Rate	Hours	Sub-Total
75% Construction Documents	Sr. Estimator	$150	4	$600
	Estimator	$100	12	$1,200
			TOTAL	$1,800

Cost Breakdown	Position	Rate	Hours	Sub-Total
100% Construction Documents	Sr. Estimator	$150	2	$300
	Estimator	$100	12	$1,200
			TOTAL	$1,500

ok 3/20/09 Noted

728 West Jackson Boulevard • Suite 526 • Chicago • Illinois 60661
(312) 986-8660 (Phone) • (312) 986-9530 (Fax)

www.vistara.com

Building & Site Development Package (Building)

Cost Breakdown	Position	Rate	Hours	Sub-Total
Schematic Design	Sr. Estimator	$150	8	$1,200
	Estimator	$100	24	$2,400
			TOTAL	$3,600

Cost Breakdown	Position	Rate	Hours	Sub-Total
Design Development	Sr. Estimator	$150	12	$1,800
	Estimator	$100	32	$3,200
			TOTAL	$5,000

Cost Breakdown	Position	Rate	Hours	Sub-Total
60% Construction Documents	Sr. Estimator	$150	8	$1,200
	Estimator	$100	32	$3,200
			TOTAL	$4,400

Cost Breakdown	Position	Rate	Hours	Sub-Total
90% Construction Documents	Sr. Estimator	$150	8	$1,200
	Estimator	$100	24	$2,400
			TOTAL	$3,600

Cost Breakdown	Position	Rate	Hours	Sub-Total
100% Construction Documents	Sr. Estimator	$150	4	$600
	Estimator	$100	24	$2,400
			TOTAL	$3,000

*Note: 1) This proposal assumes separate site and building packages. 2) If the packages are combined and prepared as a single estimate at each submittal, we will revise this proposal accordingly. 3) If the numbers of estimates are changed, we reserve the right to modify this proposal. For this project Ramesh Nair is designated as the Sr. Estimator and Anna Klima as the Estimator.

The billing rates for the team are as follows:

Ramesh Nair/ Senior Estimator	$60/ Hour
Joe Meziere/ Estimator	$48/ Hour
Anna Klima/ Estimator	$35/ Hour

It is our intent to deliver a completed estimate within 15 business days of receiving drawings (preferably half-size scalable drawings) and specifications. Additional Services, such as alternates, value engineering and project meetings, if required, will be billed at $150 per hour. Note we will prepare cost estimates for environmental remediation provided they are quantified and described in a report. Please return one original executed copy of this proposal to our office for our records and to indicate your acceptance of the above terms. If you have any questions regarding this proposal or need further information please do not hesitate to call.

PBC / Marshall Square Branch Library - Site Preparation

BASIC SERVICES - FIRM & PERSON		Scope Development	Construction Documents	Bidding & Assignment	Contract Administration	Project Closeout	
Terra Engineering, Ltd., CIVIL							
Karen Steingraber, P.E. , Principal, QA/QC	Hours	1	1				
Jamil Bou-Saab, P.E., Principal	Hours	1	1		1		
Arvin, Villanueva, Project Manager	Hours	5	3	1	3	1	
Kelly McHugh, LEED AP, Project Engineer	Hours	4	4	1	1	1	
Bob Mason, CADD	Hours		4				
	Hours						
	Hours						
	Hours						
TOTAL BASIC SERVICES HOURS		11	13	2	5	2	33

Little Village/Marshall Square Branch Library

	Project Role	Schematic	Design Development	Construction Docs	Bidding	Construction Admin	Project Close Out	Total Hrs Estimated by Role
Primera Engineers, Ltd								
								0
	Project Manager	14	18	32	5	18	5	92
	Project Engineer	65	87	152	22	87	22	435
	Engineer	79	106	185	26	106	26	528
	CAD Technician	20	26	46	7	26	7	132
	Administrative Personnel	20	26	46	7	26	7	132
	Total Consultant Hours:							1319
Total Hours Estimated By Phase		198	264	462	66	264	66	1319

Staffing Plan for The Little Village/Marshall Square Branch Library
Site Package Review/Geotech Coordination/Foundation Impact

RME

		Manpower for Little Village/Marshall Square Branch Library				
	Senior Project Manager PM	Senior Project Engineer PE	Senior Structural Engineer SE	Structural Engineer E	Senior Technician Stech	Total Number of Hours
Site package Review/Geotech coordination/Foundation impact	3	8	4	0	0	15

Proposal:

Site package Review/Geotech coordination/Foundation impact	$2,000.00

Staffing Plan for Little Village/Marshall Square Branch Library

RME

		Manpower for Little Village/Marshall Square Branch Library				
	Senior Project Manager PM	Senior Project Engineer PE	Senior Structural Engineer SE	Structural Engineer E	Senior Technician Stech	Total Number of Hours
Schematic Design	8	16	24	24	0	72
Design Development	8	20	20	38	20	106
Construction Document	12	16	36	56	80	200
Bidding	4	8	0	10	0	22
Construction Phase	12	16	16	60	0	104
Close out	6	12	0	0	0	18
			Total Number of Hours=			522

Proposal:

Schematic Design	$8,920.00
Design Development	$12,000.00
Construction Document	$20,660.00
Bidding	$2,820
Construction Phase	$12,260
Close out	$2,730
Total Fee	$59,390

PBC / Little Village / Marshall Square Library
23rd & Kedzie Avenue, Chicago, IL
12-Feb-09

BASIC SERVICES - FIRM & PERSON		Planning & Schematic Design	Design Development	Construction Documents	Bidding & Negotiation	Construction Administration	Project Acceptance & Close Out	LEED Services (estimated included in all phases)
TERRY GUEN DESIGN ASSOCIATES - Landscape								
Terry Guen, Landscape Architect Principal	Hours	12	12	16	8	20	4	20
Ted Haffner, Project Manager	Hours	40	40	72	16	58	24	20
Kees Lokman, Project Designer	Hours	20	60	60	0			20
Doug Pettay, Design Staff	Hours	16	12	44		40		20
Laura DeMink, Project Design Staff	Hours			40				20
TOTAL BASIC SERVICES HOURS		88	124	232	24	118	28	0

SCHEDULE E
INSURANCE REQUIREMENTS
ARCHITECT OF RECORD SERVICES
LITTLE VILLAGE/ MARSHALL SQUARE BRANCH LIBRARY
PS1499

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

E.1. INSURANCE TO BE PROVIDED:

E.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than $500,000 each accident or illness.

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

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage must include, but is not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

E.1.3. Automobile Liability (Primary and Umbrella)

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

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

E.1.4. Professional Liability

When any Architect, or other professional, 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. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of 2 years.

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

E.1.5. Property

The Architect is responsible for all loss or damage to Commission 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

E.1.6. Valuable Papers

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

E.1.7 Contractors Pollution Liability

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

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

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 Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Architect is not a waiver by the Commission of any requirements for the Architect to obtain and maintain the specified 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 Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

The insurance must provide for 60 days prior written notice to be given to the Commission if any policy is substantially changed, canceled, or non-renewed.

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

The Architect hereby waives and agrees that their insurers waive their rights of subrogation against the Commission and City of Chicago, their respective Board members, employees, elected officials, agents 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 furnished by Architect in no way limit the Architect's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission and 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 its 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 Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

SCHEDULE F

KEY PERSONNEL

ARCHITECT OF RECORD SERVICES
LITTLE VILLAGE/ MARSHALL SQUARE BRANCH LIBRARY
PS1499

Robicsek, Robert, AIA, NCARB
Principal In Charge

Bob has over 27 years of architectural design experience with more than 20 years of experience as Project Team Leader and Principal-in-Charge for contracts performed for Educational, Civic, Municipal, and Institutional customers. He has hands-on experience with project resource staffing management, contract management, project budgeting, project information database management process, comprehensive project technical coordination, and Project Total Quality Management (TQM) implementation.

Bob has been directly responsible for performing program management and project management for large-scale multi discipline A/E new construction and rehabilitation contracts for Cook County, the University of Illinois, City Colleges of Chicago, the City of Chicago Department of General Services, the Public Building Commission of Chicago, the Chicago Public Schools, the Chicago Charter School Foundation, and several other institutions. He has successfully managed multiple concurrent projects, involving full scope architectural and engineering disciplines. He is very familiar with needs analysis, space programming, building evaluation analysis, project scope definition, budget review, life safety code issues, and management of design and construction phase services.

Education
Master of Architecture, University of Pennsylvania, 1981

Bachelor of Science with a major in Architecture, University of Illinois Champaign, 1979

Registrations
Licensed Architect in Illinois, 1983
NCARB Certification, 1993
City of Chicago Energy Professional

Professional Memberships
American Institute of Architects;

Illinois Parks and Recreation Association
Association of Illinois Senior Centers
Illinois Association of School Business Officials
Illinois Library Association
The Executive Club of Chicago
SCUP

RELEVANT EXPERIENCE

EDUCATIONAL PROJECT EXPERIENCE

CHICAGO CHARTER SCHOOLS, Chicago, IL

- Multiple Projects,

CHICAGO PUBLIC SCHOOLS, Chicago, IL

- Multiple School Renovations
- Foreman High School, ADA/Life Safety Rehab, Chicago, IL
- Gage Park High School, ADA/Life Safety Rehab, Chicago, IL
- Galileo Math & Science Academy, Chicago, IL
- H. Hefferan Elementary School, ADA/Life Safety Rehab, Chicago, IL
- J. Smyth Elementary School, ADA/Life Safety Rehab, Chicago, IL
- Kelly High School, ADA/Life Safety Rehab, Chicago, IL
- Manley High School, Renovation, Chicago, IL
- Nathaniel Greene Elementary School, New Construction, Chicago, IL
- Northwest Middle School, Renovation, Chicago, IL

PBCC BE-69, Chicago, IL

- School Rehab Program

PBCC BE-76, Chicago, IL

- School Rehab Program

ST. BASIL ACADEMY , Chicago, IL

- Renovation

(continued)

ACADEMY OF OUR LADY, Chicago, IL

- Master Plan
- Building Renovations

T. JEFFERSON ELEMENTARY SCHOOL, Chicago, IL

- ADA/Life Safety Rehab

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

- Turner Hall - ACES Soils Lab
- Noyes Lab Master Plan
- Noyes Lab of Chemical Sciences - Phase 1 Implementation
- Chem Annex Master Plan
- Roger Adams Lab Master Plan
- RAL Kenis-Pack Lab Renovation
- RAL J. Hartwig Lab Renovation
- Chemical Life Sciences Lab Building, Misc. Remodeling

CITY COLLEGES OF CHICAGO, Chicago, IL

- Downtwon Campus Classroom Project, Chicago, IL
- Harold Washington College Chemistry Lab Renovation, Chicago, IL

MUNICIPAL & CIVIC PROJECT EXPERIENCE

STATE OF ILLINOIS CAPITAL DEVELOPMENT BOARD, Belleville, Illinois

New Metro-East Forensic Laboratory

CHICAGO ACADEMY OF SCIENCES, Chicago, IL

- Historic Rehabilitation

CHICAGO HOUSING AUTHORITY, Chicago, IL

- Prime Design Contract for Facilities Renovation,

CHINATOWN NEW PUBLIC LIBRARY, Chicago, IL

CITY OF CHICAGO

- 18th District New Police Station - Chicago, IL
- Architectural Consulting Services Contract - Chicago, IL
- Office Space Renovation Projects - Chicago, IL
- Department of Consumer Services - Chicago, IL
- Department of Finance - Chicago, IL
- Department of Fire - Chicago, IL
- Department of General Services - Chicago, IL
- Department of Housing - Chicago, IL

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- Department of Law - Chicago, IL
- David R. Lee Animal Care Center - Chicago, IL
- Department of Police - Chicago, IL
- Department of Procurement - Chicago, IL
- Department of Streets and Sanitation - Chicago, IL
- Department of Transportation - Chicago, IL
- Department of Water - Chicago, IL

COOK COUNTY, Cook County, IL

- County Wide ADA Compliance Program

CRESTWOOD PUBLIC LIBRARY, Crestwood, IL

- Renovation/Addition

FEDERAL BUREAU OF INVESTIGATION, Chicago, IL

- Offices

FEDERAL EMERGENCY MANAGEMENT ASSOCIATION, Chicago, IL

- Offices

FRIENDSHIP PARK CONSERVATORY, Des Plaines, IL

- New Construction

GENERAL SERVICES ADMIN, Chicago, IL

- Federal Office Space

GLEN ELLYN PARK DISTRICT, Glen Ellyn, IL

- Expansion & Rehab

GLENVIEW NAVAL AIR BASE FUEL FACILITY, Glenview, IL

GENERAL SERVICES ADMINISTRATION, Cook County, IL

- Indefinite Delivery A/E Rehab Contract

HOWE DEVELOPMENT CENTER HOUSING, Tinley Park, IL

HOWE DEVELOPMENTAL SENIOR CENTER - IDMH

- ADA Rehab

J. C. KLUCZYNSKI FEDERAL BUILDING, Chicago, IL

- Renovation

MADDEN DEVELOPMENT CENTER, Waukegan, IL

- Renovation

OUR LADY OF MT. CARMEL, Darien, Illinois

- New Rectory

RENOVATION OF FIRE STATION NO. 2, Lake-in-the-Hills, Illinois

- Renovation

SALVATION ARMY, Chicago, IL

- New Red Shield Community Center

SCHOOL FOR CENTER ON DEAFNESS, Northbrook, IL

- Renovation

(continued)

SCHOOL SISTERS OF NOTRE DAME, Chicago & Berwyn, IL

- Multiple Projects

SHERWOOD SCHOOL OF MUSIC, Chicago, IL

- New Construction,

CAPITAL DEVELOPMENT BOARD OF ILLINOIS, 1993/94

- Supervising A/E for Illinois State Wide ADA Compliance Program

U. S. POSTAL SERVICE STATION, 1990-94

- Rehab Program Contract

U.S. CUSTOMS HOUSE, Chicago, IL

- Exterior Renovation - Historic

U.S. POSTAL SERVICE

- Station Rehab Program, 10 stations

V.A. HOSPITAL LAKESIDE, Chicago, IL

- Renovation of Outpatient Clinics

VETERAN ADMINISTRATION ,ADA Rehab VA West Side, Chicago, IL

VILLAGE OF ARLINGTON HEIGHTS, Senior Center, Arlington Hts., IL

VILLAGE OF BROOKFIELD, New Public Library, Brookfield, IL

MASTER PLANNING & SPACE UTILIZATION STUDY EXPERIENCE

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

- Noyes Lab Master Plan
- Chem Annex Master Plan
- Roger Adams Lab Master Plan

ACADEMY OF OUR LADY SCHOOL, Chicago, IL

- Campus Master Plan,

CHICAGO ACADEMY OF SCIENCES MUSEUM, Chicago, IL

- Historic Rehabilitation MP

CHICAGO CHARTER SCHOOLS, Chicago, IL

- Multiple Facilities Master Plan,

CITY OF CHICAGO, Chicago, IL

- Master Planning of Multiple Municipal Facilities

GLEN ELLYN PARK DISTRICT, Glen Ellyn, IL

- Facilities Expansion & Rehab Master Plan

GENERAL SERVICES ADMINISTRATION,

- Region 5 - Region-Wide Facilities Planning and Programming

OUR LADY OF MT. CARMEL, Darien, Illinois

- New Rectory & Campus Master Plan

NAZARETH ACADEMY HIGH SCHOOL, La Grange, IL

- Campus Facilities Master Plan

ROCKFORD PARK DISTRICT TEEN CENTER, Rockford, IL

- Master Plan and Feasibility Study

SALVATION ARMY RED SHIELD CENTER, Chicago, IL

- Master Plan

SCHOOL FOR CENTER ON DEAFNESS, Northbrook, IL

- Facility Master Plan

SCHOOL SISTERS OF NOTRE DAME, Chicago & Berwyn, IL

- Multiple Facilities Master Plans

SHERWOOD SCHOOL OF MUSIC, Chicago, IL

- Master Plan

ST. FRANCIS BORGIA PARISH, Chicago, IL

- Master Plan

ST. BASIL ACADEMY, Chicago, IL

- Master Plan

VILLAGE OF ARLINGTON HEIGHTS SENIOR CENTER, Arlington Heights, IL

- Master Plan

VILLAGE OF UNIVERSITY PARK, University Park, IL

- Fire, Police, Village Hall and Recreation Departments

(continued)

David M. Moehring, AIA
Project Manager

David Moehring is a licensed architect with over fifteen years of experience in comprehensive building design construction and project management. His expertise includes building design, facility planning and programming, budget preparation, team management, technical systems development, sustainability analysis, code compliance, bid documents and negotiations, field observation, and architectural education.

Prior to joining Harley Ellis Devereaux, David had been involved in a variety of project types with the Chicago architectural firms of McClier Corporation and Skidmore Ownings and Merrill in key project roles. He has also taught at UIUC in building technology and architectural practice studies. Currently David is providing program management services and project management roles with the University of Illinois at Urbana Champaign and the University of Illinois on several exterior and interior renovation projects..

Education

Masters of Architecture - University of Illinois Urbana/ Champaign

Bachelors of Science - Architectural Studies - University of Wisconsin- Milwaukee

Registrations
Registered Architect, Illinois
American Institute of Architects
NCARB Certified

RELEVANT EXPERIENCE

Lawrence Hall Youth Services Campus Redevelopment, Chicago, IL
New Construction 2004, three-phase $33-million dollar school, not-for-profit group home, and administrative offices

University of Illinois at Urbana-Champaign

- Noyes Lab Chemistry Library and Teaching Labs, 2005
- Noyes Lab - Nuzzo Reseach Laboratories, 2006-2007
- Noyes Lab Research Study, 2006
- Roger Adams Laboratory Professors Kenis/Pack, 2006
- Roger Adams Laboratory - Professor Hartwig, 2006
- Turner Hall - ACES Soils Lab, 2006

John Paul II Newman Foundation

- Dormitory and Chapel at University of Illinois - Chicago
- Bioethics Center at University of Illinois - Chicago

Millennium Park, Chicago, IL
New Construction Program Management, various projects

- Exelon Pavillions, 2004
- Boeing Galleries, 2004
- Plaza Investigations, 2005
- Pritzker Pavilion Seating, 2004

David M. Moehring, AIA
Project Manager

Lincoln Park Zoo, Chicago, IL
New Construction, Picnic Grove, Waterfowl/Grove Pavilions

Jin Mao Tower, Shanghai, People's Republic of China
New Construction 1998, 88 stories, 1380 ft.

Moscow Tower, Moscow, Russia
Master Plan and Feasibilty Design, 126 stories, 1680 ft.

Wrigley Building, Chicago, Illinois
Alteration, Restoration and New 8,000 s.f. Plaza WinterGarden

Rockwell Urban Center, Manilla, Philippines
Urban Planning and Rehabilitation, 900,000 square meters
Office, Residential, and Retail Use

National Trade Center, Toronto, Canada
New Construction, Convention and Exhibit Hall

City Pointe, Berlin, Germany
Not Constructed, core and shell, 3 floors office and 4 floors retail

Corporate Center, Az-Zahran, Saudi Arabia
Not Constructed, Cafeteria

111 West Wacker, Chicago, IL
Not Constructed, 30 stories

Worker's Stadium, Beijing, China
Not Constructed, Master Plan, including Residential, Office and Retail

David M. Moehring, AIA
Project Manager

HOSPITALITY & RETAIL

Hotel Arts of Port Olimpica, Barcelona, Spain
New Construction, 44 stories, 95,000 sq. meters hotel, luxury apartments, retail, health club, restaurants, pools, and water features.

Abbey Resort Condominiums, Fontana (Geneva Lake), WI
Alteration of Guest Rooms, Restaurants, Pools, and Services

Portillo's Restaurants, multiple Illinois locations
New Construction and Alterations

Hay Caramba!, Park Ridge, IL
New Construction and Alteration 2004, Mexican Restaurant

City Pointe, Berlin, Germany
Not Constructed, core and shell, 4 floors retail with Media Wall

RESIDENTIAL

Rockwell Urban Center, Manila, Philippines
New Construction, Multi-family Residential High-rise, 46 stories, 176 units

South Pointe Condominium Towers, Miami Beach, FL
Not Constructed, 55 stories, Developer: Donald Trump

HEALTHCARE

INHA University Hospital, Inch' on, South Korea
New Construction, Core and Shell, Underground Parking Structure

INDUSTRIAL

New York Post Production Facility, Bronx, NY
New Construction Design-Build, 450,000 sq. ft. printing and distribution

New York Times: Tuscaloosa News Newspaper Facility, Tuscaloosa, AL
New Construction Design-Build, 94,500 sq. ft. office, printing and distribution

MCI Switch Facility, Memphis, TN
Second Level 31,500 s.f. Expansion Design-Build

Federal Express Distribution Center, Indianapolis, IN
New Construction and Additions Design-Build, multiple phases

Commonwealth Edison, East Lake Transmission and Distribution Center, Chicago, IL
Not constructed, 4 story façade renovation in the Loop

C&F Packing, Lake Villa, IL
New Construction Design-Build, Meat-Processing, Packaging, and Distribution

OTHER

Northwest Cargo Facility, JFK Airport, NY
New Construction Design-Build, Aviation Cargo and Vehicle Maintenance, 65,000 s.f.,
70,000 tons freight capacity per year.

Richard Rucks, AIA
Lead Project Architect
Associate

Prior to joining Harley Ellis Devereaux, Richard Rucks gained experience as an architect with a wide variety of design firms within Chicago, being involved with both renovation and new projects of large scale and small scale residential, municipal, transportation facilities and educational buildings. Richard's project experience includes the design and construction of new public safety buildings, laboratories and hospitals, rapid transit stations, major building renovations, multi-family housing units and educational facilities. His responsibilities at Harley Ellis Devereaux include programming design, construction document preparation, construction administration, and project management.

RELEVANT EXPERIENCE

EDUCATIONAL & CIVIC

CITY OF CHICAGO

- 911 Command Center Renovation
- Chicago Police Academy Renovation

CHICAGO PUBLIC SCHOOLS, Chicago, Illinois

- Ray School Renovation - Re-roofing

CHICAGO PUBLIC SCHOOLS, Chicago, Illinois

- Foreman School Renovation Major Capital Renovations

CHICAGO PUBLIC SCHOOLS, Chicago, Illinois

- Northwest Middle School Renovation 2 Major Capital Renovations

CHICAGO PUBLIC SCHOOLS, Chicago, IL

- Foreman High School Renovation ADA Renovations

CHICAGO PUBLIC SCHOOLS, Chicago, IL

- Mason School Renovation

NORTH SHORE SCHOOL DISTRICT NO. 112, Highland Park, Illinois

- Renovations to 6 schools and Additions to 3 schools

JACQUES MARQUETTE SCHOOL, Chicago, Illinois

- New Design – 28,000 SF addition

JULIUS ROSENWALD SCHOOL, Chicago, Illinois

- New Design – 22000 SF addition

Education
Masters Degree, Architecture, 1983,
University of Illinois, Urbana/Champaign

Bachelor of Science, Architecture, 1981,
University of Illinois, Urbana/Champaign

Registrations
Licensed Architect, Illinois, 1987

City of Chicago - Energy Professional

Professional Memberships
American Institute of Architects, Illinois

References

Beth Alson
TISHMAN CONST. CORP.
(773) 553-3162

ED UHLIR
DIRECTOR OF DESIGN, ARCHITECTURE AND LANDSCAPE
MILLENNIUM PARK INC
20 N. MICHIGAN AVENUE, SUITE 106
CHICAGO, IL 60602
312-742-1168

ROBERT W. TAMILLO
ASSOCIATE DIRECTOR, FACILITIES PLANNING
CITY COLLEGES OF CHICAGO
226 W. JACKSON
10TH FLOOR
CHICAGO, IL
(312) 553-2559

Richard Rucks, AIA
Lead Project Architect
Associate

MANLEY HIGH SCHOOL, Chicago, Illinois

- Renovation – major Capital Renovations

CHICAGO PUBLIC SCHOOLS, Chicago, IL

- Kelly High School Major Capital Renovation

WEST AURORA HIGH SCHOOL, Aurora, Illinois

- New Addition

NORTHWEST MIDDLE SCHOOL, Chicago, IL

- Renovation – major Capital Renovations

ROBESON ELEMENTARY SCHOOL, Chicago, Illinois

- New Design – Green house addition

SHERWOOD CONSERVATORY OF MUSIC, Chicago, Illinois

- New Design – 15000 SF new Building

SALVATION ARMY RED SHIELD CENTER, Chicago, IL

- New Construction

VILLAGE OF UNIVERSITY PARK, University Park, Illinois

- New Fire and Police Facility

18TH STREET, Chicago, Illinois

- Elevated Transit Station

ADDISON STREET, Chicago, Illinois

- Elevated Transit Station

COUNTY-WIDE TITLE 2 ADA COMPLIANCE, Cook County, Illinois

- ADA Compliance Plan for Courts,
- Corectional & Health Club Facilities

CTA MAINTENANCE FACILITY, Skokie, Illinois

- Skokie Shops Addition

Richard Rucks, AIA
Lead Project Architect
Associate

DIRKSEN PLAZA RENOVATIONS, Chicago, Illinois

- New Design

MERCHANDISE MART, Chicago, Illinois

- Elevated Transit Station

U. S. CUSTOMS HOUSE, Chicago, Illinois

- Exterior Renovation

U.S. CUSTOMS HOUSE, Chicago, Illinois

- Office Renovations

O'HARE A. G. T., Chicago, Illinois

- O'Hare Field People Mover

PHYSICAL SECURITY BARRIER, Nogales, Arizona

- New Design

U.S. RAILROAD, Chicago, Illinois

- Retirement Building Exterior Renovation

U.S. RAILROAD, Chicago, Illinois

- Retirement Building Lobby

COMMERCIAL

AMERICAN AIRLINES, Chicago, Illinois

- Passenger, Baggage, Ticket Counter & Terminal

HEALTHCARE

COMMUNITY GENERAL HOSPITAL, Sterling, Illinois

- New Design – 60 Room Addition

MARION MEMORIAL HOSPITAL, Marion, Illinois

- New Renovations

SCIENCE AND RESEARCH

ENVIRONMENTAL PROTECTION AGENCY, Chicago, Illinois

- Regional Laboratory 25000 SF new lab

U. S. CUSTOMS SERVICE, Chicago, Illinois

- Regional Laboratory 20000 SF new lab

RESIDENTIAL

CHICAGO HOUSING AUTHORITY, CHICAGO, Illinois

- Prime Design Consultant Services, Authority Wide - Senior Buildings & Scattered Sites
- Renovations – 800 units

HOWE DEVELOPMENT CENTER, Tinley Park, Illinois

- Renovation- 10 congregate care living units

1230 STATE APARTMENT BUILDING, Chicago, Illinois

- Penthouse Renovation, 3000 SF apartment

IDA B. WELLS EXTENSION PUBLIC HOUSING PROJECT, Chicago, Illinois

- Major Rehabilitation – 600 units

NORTH PIER APTS., Chicago, Illinois

- New 61 story, 505 unit apartment building

CHICAGO HOUSING AUTHORITY, Chicago, Illinois

- Residents Enterprise Office 5 offices

STATEWAY GARDENS, Chicago, Illinois

- Housing Project Renovations – 400 units

Susan F. King, AIA, LEED AP
Senior LEED Consulting

Prior to joining Harley Ellis Devereaux, Susan practiced as an architect with design firms primarily located in Chicago, including Perkins & Will and Eckenhoff Saunders Architects. In addition to her work in the affordable housing sector, Susan's project experience includes the design and production of state of the art manufacturing and distribution facilities and corporate headquarters. In recent years she has developed a specific knowledge base in sustainable design technology, including methods of incorporation in affordable projects, either through government funding programs, or by determining a construction or life cycle cost savings. Firm management responsibilities include team leadership and oversight with regards to the Life Enhancement Studio projects. As an Principal, Susan is also charged with new business development and has an active role in the Firm's marketing efforts for the Life Enhancement Studio and for Green Works Studio, a Harley Ellis Devereaux' partner company offering sustainable design consulting services.

RELEVANT EXPERIENCE

SPECIAL NEEDS HOUSING & SERVICES

AIDSCARE, Inc. Special Needs / Supportive Services, Chicago, IL

American Cancer Society Hope Lodge, Indianapolis, IN
- Extended Stay Residence, 40-Guest Rooms

Bernardin Manor Senior Housing & Senior Service Center, Calumet City, IL

Bethel New Life, Gladys House, Chicago, IL, Feasibility Study, New Construction

Bishop Conway Residence - IDPA Supportive/Assisted Living Facility, Chicago, IL

Guyon Apartments - Housing for Youths and Veterans, Chicago, IL
Feasibility Study

Lakefront SRO Holland Apartments, Chicago, IL
Single Room Occupancy & Family Dwellings

Mercy Housing Lakefront Wentworth Commons, Chicago, IL
Single Room Occupancy & Family Dwellings

Inspiration Corporation Living Room Cafe & Family Residences, Chicago, IL
Feasibility Study

Education
Bachelor of Architecture Degree, University of Cincinnati, 1987

Registrations
Registered Architect, Illinois, 1991

Registered Energy Professional – 2001 City of Chicago Building Department

LEED Accredited Professional, V.2.0

Professional Affiliations
American Institute of Architects
- 1999 - Present
- Committee on the Environment: Chair, 2003 - 04, Co-Chair, 2002, 2005

Architects, Designers & Planners for Social Responsibility (ADPSR)
- 1993 - Present

Chicago Women in Architecture:
- 1993 - Present
- Member At Large, 2003-04
- President, 1998-99
- Vice President, Chair of Programming Committee, 1997-98
- Twenty-Fifth Anniversary Planning Committee, 1997-1999
- Co-Editor of The Muse, Bi-Monthly Publication, 1995-1997

Metropolitan Planning Council Member, 2000 - 2003

Friends of the Parks, Member, 1996 - 2003

Illinois Solar Energy Association

Boards
- WomanCraft, Inc., 2006 - Present
  -Secretary 2007 - Present
- University of Illinois - Chicago, School of Architecture Advisory Board, 2003-2004
- American Institute of Architects
  -AIA IL Board 2007 - 2008

Mercy Housing: The Laurels, Hartford, CT

- Affordable Apartments, Feasibility Study

New City Living, Chicago, IL
Independent Senior Apartments

The Night Ministry - Behren's House, Chicago, IL
Youth Shelter and Residence,

Over the Rainbow, Waukegan, IL, Feasibility Study

Pathway Senior Living - Victory Centre of South Chicago, Chicago, IL

Sankofa House - Kinship Families and Young Adults, Chicago, IL

Trumbull and Spaulding, Chicago, IL, Family Apartments

St. Sabina Senior Housing, Chicago, IL, Consulting Services

Tree of Life, Gary, IN. Independent Senior Apartments Feasibility Study

SUSTAINABLE DESIGN EXPERIENCE

Holland Apartments, Chicago, IL
Energy Efficiency Initiatives

Wentworth Commons Apartments, Chicago, IL
LEED Certification

Ford Calumet Environmental Center Competition Entry - Chicago, IL

City of Chicago Department of Environment, Household Waste Facility, Chicago, IL
Sustainable Design and LEED Consulting Services

Chicago Architecture Foundation, Chicago, IL
Chicago Green Exhibition Design

Pathway Senior Living / Bartlett & Roseland, Chicago, IL
Energy Efficiency Consulting

Shaw Office Relocation, Chicago, IL
Design & LEED Commercial Interiors Documentation

ERIN K. LOWERY, PE

SENIOR ASSOCIATE

Mechanical Group

Ms. Lowery has 7 years experience as a **Mechanical Engineer**. Her work has included engineering, design, and construction administration of mechanical systems for commercial, industrial, municipal, residential and educational facilities. Her mechanical system experience includes VAV, CV, VVT, DX, chilled water, and hot water.

EXPERIENCE

Associated Mennonite Biblical Seminary Library, Elkhart, Indiana.

Design Engineer for energy management system for new campus library. The central hot and chilled water is general via ground source water loop and chiller/heat pumps. The project was designed under LEED requirements and specifications.

Field Museum – DNA Exhibit, Chicago, Illinois.

Mechanical Engineer responsible for design of mechanical systems included in the full-service design of the DNA exhibit for the Field Museum. The scope grew to include AHU's to serve ancillary spaces as well as the exhibit.

Field Museum – Gem Hall, Chicago, Illinois.

Project Engineer responsible for design of new mechanical system as part of the full-service design for the renovation of the Gem Hall exhibit for the Field Museum. Design included intallation of a chilled/hot water CAV air handling unit to serve the space.

University of Illinois at Chicago, Illinois Room – Chicago, Illinois.

Design engineer for renovation of conference rooms and ballroom in the Chicago Circle Center student union. Design included providing a new air handling unit to serve the remodeled spaces as well as new ductwork design for each of the spaces. The design incorporated several zoning options since each space has moveable partitions.

Museum of Science and Industry U-505 Submarine Relocation, Chicago, Illinois.

Served as design engineer for mechanical systems. Systems included 20,000 CFM desiccant unit with humidity control. Hydronic system tied into existing chilled water system for the museum. Served as CAD coordinator for MEP systems.

Chicago Historical Society, Chicago, Illinois.

Assisted project manager in implementation of plans for new ductwork design for Chicago Historical Society, and provided backup support for electrical engineering department.

Harris Hall Renovation, Northwestern University, Evanston, Illinois.

Project engineer for renovation of 32,000 square foot three-story building containing office spaces, classrooms, and a large auditorium. The design involves tying into the campus chilled water and steam, which will be converted to hot water. There are two air handling units serving the historic building. The VAV air handling unit serves the large basement classroom, auditorium, and the historic conference room. The other air handling unit is a dedicated outside air unit with energy recovery wheel that serves the active chilled beams located throughout the rest of the building. The active chilled beams are 4-pipe beams with modulating 2-way valves to control space temperature for each zone. This project is designed for LEED Silver certification.

City Colleges of Chicago Data Center Study, Chicago, Illinois.

Performed comprehensive study of current and future needs for data center fire protection and cooling systems. Evaluated different options as to their feasibility, effectiveness, and cost effect. Prepared detailed cost analysis.

Jones College Preparatory High School, Chicago Public Schools, Chicago, Illinois.

Project Engineer for new addition including natatorium, gymnasium, locker rooms, stage, music rooms, and classrooms. The addition includes a new central plant design and is designed using LEED for Schools requirements.

University of Chicago, Ida Noyes Hall Renovation Chicago, Illinois.

Project Engineer for renovation of swimming pool wing to create office and study space for the Graduate School of Business. Design involves reconfiguration and renovation of 3,000 square feet within a historically significant building within campus. Project involved value engineering to meet rigid budget.

City Colleges of Chicago, New Kennedy King College, Chicago, Illinois.

Project mechanical designer for the new 500,000 square feet college campus consisted of six buildings. Mechanical design consisted of cooling towers, chillers, boilers air handling units and a 1.25mw cogeneration system. The project highlight was the variety of mechanical systems employed in various buildings like studios, culinary, applied sciences, natatorium, library and laboratory buildings.

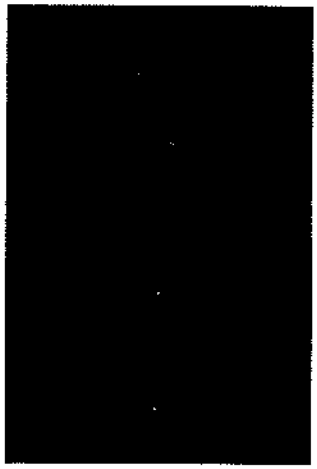
EDUCATION & REGISTRATION

Bachelor of Science in Mechanical Engineering, Purdue University, West Lafayette, Indiana

Professional Engineer, State of Illinois

JONATHAN KULPIT, PE, CFPS, CPD

Plumbing/Fire Protection Group



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

EXPERIENCE

Kennedy King College, Chicago, Illinois.

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

Chicago Public School Renovations, Chicago, Illinois.

Plumbing Engineer for renovation of five CPS buildings. Project included survey and assessment of each school, preparation of 20% design drawings and specs for scope definition, cost estimation, and transfer packages for the engineers of record, and 50% and 100% review of EOR drawings. Typical scopes included replacement of domestic water piping, water heaters, booster pumps, sump and sewage pumps, renovation of toilet rooms to meet ADA requirements, and laboratory additions and renovations.

North Park University Recreation Center, Chicago, Illinois.

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

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

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

University of Chicago International House Renovation, Chicago, Illinois.

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

North Park University Viking Lounge, Chicago, Illinois.

Plumbing and Fire Protection Engineer for renovation of existing kitchen and student lounge. Design included commercial dishwashing equipment, grease interceptor, multiple temperature domestic hot water system, and automatic sprinkler head placement on architecturally complicated lounge ceiling.

Malcolm X College, Chicago, Illinois.

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

Pierce Tower Plumbing Pipe Replacement, Chicago, Illinois.

Plumbing Engineer for replacement of existing plumbing risers in 10 story student dorm high-rise with approximately 250 dorm rooms.

St. Ignatius Parish House, Chicago, Illinois.

Plumbing Engineer for new church addition including offices and conference rooms.

Chicago Fire Department Fire Stations, Chicago, Illinois.

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

University of Chicago Hospital Laboratories, Chicago, Illinois.

Plumbing and Fire Protection Engineer for the renovation of existing urology, allergy, brain surgery & research, and sleep study laboratories and otolaryngology clinical trials suite, and research service offices.

EDUCATION & REGISTRATION

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

Professional Engineer, State of Illinois

Certified in Plumbing Design (CPD)

Certified Fire Protection Specialist (CFPS)

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

DEBORAH STEIMEL-CLAIR, PE, LC

SENIOR ASSOCIATE

Electrical Engineer

Ms. Steimel-Clair is a **Electrical Engineer** with 4 years of experience performing building systems design, engineering, project management, construction administration, and system studies. Her project experience includes both new and renovated construction for institutional, educational, commercial, and residential facilities. Her design experience includes low voltage distribution systems, emergency power systems, fire alarm systems, and lighting systems. She is skilled in daylighting and lighting systems analysis.

EXPERIENCE

West Pullman Library Daylighting Analysis, Chicago Public Libraries, Chicago, Illinois.

Performed detailed daylighting analysis of the daylight harvesting lighting control system to determine the amount of energy saved per year due to this system. Also performed LEED credit checks and daylight factor calculations.

AMBS Library, Associated Mennonite Biblical Seminary, Elkhart, Indiana.

Electrical Engineer for a new 30,000sf college campus library. Design included a new 1000A electrical service, normal and emergency power system distribution, lighting, fire alarm, and lightning protection systems layout for a LEED gold building. The building design incorporated extensive lighting controls and a daylight harvesting system to comply with LEED requirements.

CPS – Owner's Representative, Chicago Public Schools, Chicago, Illinois.

Lead Electrical Engineer for the creation of boiler renovation transfer packages for the following elementary schools: Bradwell, Dunne, Foster Park, and Poe. Project provides 30% of design for transfer to the engineer of record. Scope of work consisted of surveying existing electrical equipment, providing power connections to new mechanical equipment, and updating emergency systems to meet code. Assisted other engineers on several other schools involved with this project. Electrical Engineer for the lighting upgrade project for Black Magnet and Black Branch elementary schools. Project provides 30% of design for transfer to the engineer of record. Scope of work consisted of providing new electrical

services, new lighting throughout, new emergency power systems (including one generator), and new security systems.

Kennedy King College, City Colleges of Chicago, Chicago, Illinois .

Electrical Engineer for a new 500,000sf, six-building college campus. Design included a 12KV electrical service and distribution system, a 1.25mW cogeneration system, building normal and standby power, lighting, fire alarm, and raceways for telecommunications and security systems. Occupancies included culinary training facility, WYCC broadcast studio, theatre, automotive shop, copy center, gymnasium, indoor pool, childcare/daycare facility, science laboratories, classrooms, offices, and a library.

Helwig Recreation Center, North Park University, Chicago, Illinois.

Electrical Engineer for a new 64,000sf college campus recreation center. Design included a 2000A electrical service with transformer vault, normal and emergency power system distribution, lighting, fire alarm, and raceways for telecommunications and security systems layout.

CPS – Brooks Transfer Package, Chicago Public Schools, Chicago, Illinois.

Electrical Engineer for the Brooks Addition transfer package. Project intent was to provide a 50% transfer package to the engineer of record for a new 73,000sf addition. Design included a new 1600A electrical service, normal and emergency power distribution with generator, lighting, fire alarm, security, telecommunications, and various sound system layouts. Occupancies included in this design were music rooms, a gymnasium, a natatorium, and a theater.

Malcolm X College, City Colleges of Chicago, Chicago, Illinois.

Lead Electrical Engineer for a design-build renovation project focused on energy savings. Design included a new lighting system utilizing energy-saving controls, and a new emergency lighting system.

EDUCATION & REGISTRATION

Master of Science in Architectural Engineering, focus in Electrical Systems/Lighting Design, Kansas State University

Bachelor of Architectural Engineering, Kansas State University

Registered Professional Engineer, State of Illinois

Lighting Certified

Member of IESNA

TERRA ENGINEERING LTD.

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

EDUCATION

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

PROFESSIONAL REGISTRATION

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

BACKGROUND HISTORY

President, Terra Engineering, Chicago, IL, 1992-Present
Directs office staff for civil engineering projects including site development and infrastructure projects. Projects include site work for schools, hospitals, commercial facilities, retail and housing. Infrastructure projects include new roads, utilities and parking and transportation facilities. She provides the office management, directs marketing activities and has overall office quality control responsibilities.

Senior Associate/Department Head, Perkins & Will, Chicago, IL, 1988-1992
Directed the design of infrastructure associated with development of facilities such as schools, public buildings, medical facilities, airports and commercial centers. Primary responsibility was the management of infrastructure for a 3000-acre university in Saudi Arabia with 25 miles of roads, over 100 miles of utilities, major channelization with dam, housing for over 30,000, sewer treatment plant and water pumping facilities.

President, K-Site Engineering, Austin, Texas, 1986-88
Site and subdivision platting, permitting and construction plans, feasibility studies, hydrologic studies, utility design and processing.

Associate, Espey, Huston & Associates, Austin, Texas 1982-86
Managed the Site Development Division; managed projects and prepared civil engineering documents for site development projects and subdivisions. Projects included commercial developments, apartment complexes, large residential subdivisions and office complexes. Responsibility for 35 professionals, management and marketing projects. Design responsibilities for roadways, utilities, stormwater management and environmental controls for municipal solid and hazardous waste management facilities.

Senior Design Engineer, David Fleming Co. Denver, Co., 1980-82
Design of facilities associated with supply of water to oil shale projects and ski resorts. Facilities included dams, reservoirs, roadways, pumping and gravity pipelines. Prepared baseline environmental studies for oil shale projects.

Civil Engineer, City of Austin, Austin, Texas, 1976-78
Design of public works facilities, streets, bridges, storm sewers and sidewalks; preparation of cost estimates, specifications, construction documents and inspection of works.

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President/Principal

RELEVANT EXPERIENCE

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

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

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

Dan Ryan Woods, Chicago, IL
Providing civil engineering design for new nature center. Project LEED certified project site work include permeable pavers, or oxygenate stormwater prior to detention for stormwater management as well as grading, utility, construction and site details.

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

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

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President/Principal

AWARDS/AFFILIATIONS

Tau Beta Pi, Engineering Honor Society
Phi Kappa Phi, Honor Society
T.U. Taylor Engineering Scholarship
University of Texas Scholar
EPA Fellowship

Nat. Society of Professional Engineers
Illinois Society of Professional Engineers
American Society of Civil Engineers
University of Texas – Advisory Board for College of Engineering
Bradley University – Advisory Board for College of Engineering

PROFESSIONAL PAPERS

"GIS Lays Foundation for Saudi Arabian University", Geo Info Systems, 1992.
"Environmental Assessment", Northwestern University, 1988.
"Water Supply for Snowmaking Demand", 1982.
"Analysis of Streamflow and Water Quality in Elk Creek Basin", 1982.
"Appraisal Report on Main Elk Dam Wheeler Gulch Pipeline", 1981.
"Removal of Methane from Landfills".
"Guidelines for Assessment, Design and Operation of Municipal Landfills."

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JAMIL BOU-SAAB, P.E.
Vice President/Principal

EDUCATION

M.S., Construction Management, Marquette University, 1986
B.S., Civil Engineering, Marquette University, 1984

BACKGROUND HISTORY

Vice President, Terra Engineering, Chicago IL, 1992-Present
Mr. Bou-Saab has been involved in civil engineering transportation projects, public works projects and site development projects for over eighteen years, as a project engineer, project manager, and as a business owner. He has been Engineer-in-charge of analysis, design and construction for major public infrastructure projects, and infrastructure for the development of facilities such as medical complexes, universities, industrial, residential, commercial and public buildings.

EXPERIENCE

2111 W. Roosevelt Road, Chicago, Illinois
Principal in charge for the preparation of construction documents for 10.8 acre site developments for approximately 407,000 square feet ten story office a one story annex building and a 780 car parking structure. Terra Engineering provided permit assistance with the City of Chicago, and IDOT.

ComEd Transfer & Sub-Stations
Provided construction documents for transfer stations in the City of Chicago at 14th & State, LaSalle-Polk, Clinton Substation TSS-148 West Loop, Ohio Substation, 120 Halstead and 14th&State. The construction documents included site demolition, site dimensional control, site grading and stormwater management, utility connections, and site details. Terra Engineering provided permit assistance with the City of Chicago and IDOT.

Lake Street, Oak Park
Principal in charge for the preparation for documents for Phase I & II and Phase III for this resurfacing project including streetscape, sewer and water main installation, curb & gutter/sidewalk replacement and street lighting / traffic signal installation and street signage and stripping.

Chicago Academy of Sciences, Chicago Academy of Sciences Park District
A new 73,000 sq. ft. building on 6.5 acre site including demolition, grading and drainage, new utilities, details and specifications.

57th Street Comfort Station, Chicago Park District
Sheet pile foundation protection for a new comfort station, including hydrographic survey, geotechnical exploration and structural engineering.

Shedd Aquarium Renovations, Chicago, IL
Senior project engineer responsible for design and management of all site improvements, including new utilities, roads, site features, grading/drainage and details.

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Vice President/Principal

I-74 in Peoria
Providing Value Planning for IDOT landscaping for 8 mile section of Interstate. Principal for Consultant Manager in charge of reviewing and coordinating the activities of consultants preparing plans for I-74 improvements in Peoria, IL. Provides periodic reports to IDOT, QC/QA reviews, Coordination of plan development, utilities, Right-of-way and structures. Processing final roadway plans and landscaping design.

Shedd Aquarium Improvements, Chicago
Prepared construction documents for varied exhibits for the Aquarium. Design of temporary bridge connection. Drawings included grading and drainage, utility relocations and new services, site details, specifications and construction observation.

Field Museum Improvements, Chicago
Prepared construction documents for Addition to the Field Museum and central plant. Drawings included design of temporary dock, permanent dock and expansion of basement.

Motorola MIMS Headquarter
Provided design construction documents for new 130 acre campus include three buildings, four detention/lakes, ring road and parking lots, including grading, drainage and pavement design, hydraulic and hydrological analysis.

Chicago Public Schools
Provided construction documents for over10 new public schools, including grading, drainage and pavement design. The construction documents included site demolition, site dimensional control, site grading and stormwater management and detention, utility connections, and site details. Terra Engineering provided permit assistance with the City of Chicago.

PUBLICATIONS

"Runoff As A Resource," Civil Engineering, October, 1993.
"GIS Lays Foundation for Saudi Arabian University", Geo Info Systems, 1992.
"Application of Multi-quadric Analysis to Earthwork Volume Measurements", 1986

CONTINUING EDUCATION

Intelligent transportation System Telecommunications, National Highway Institute, 2003
"CECI/IDOT Traffic Signal Seminar", 1999.
Railroad/Highway Grade Crossing Improvements, National Highway Institute, 1999.
Introduction to GIS in Transportation, 1994.
Watershed Modeling HEC I, 1993.
Permitting Workshop for Developments in Northeastern Illinois, 1993.
ASCE Short Course on Water Surface Profile Computation and Watershed Modeling using HEC-2 and TR-20, 1992.
HEC-2 and TR-20, 1992.
University of Wisconsin, Computerized Mapping and GIS for Municipalities, 1991.

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Vice President/Principal

GDS training, McDonnell Douglas CADD system, 1990.
ASCE Geographical Land Information System Implementation, 1990.
MOSS training, comprehensive civil and highway design software, 1989-90.
ASCE Short course on detention/retention in Urban Surface Water Management, 1989.

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DANIELLE KOWALEWSKI
Assistant Project Manager

EDUCATION

Bachelor of Architecture with a Minor In Computer Aided Design
Illinois Institute of Technology, Chicago IL, May 2004

WORK EXPERIENCE

Asst. Project Manager, Terra Engineering, Ltd.
As an Asst. Project Manager, Danielle has been involved in the planning, designing, and permitting of varied site development projects in the Chicagoland area including the following:

- University of Illinois ACT building – Site design for a new science building on the Chicago campus. Documents included site demolition, grading/drainage/detention design, utility connections, and site details.
- 2200 S. Busse, Elk Grove Village, IL - Site design for the renovated high tech facility and permitting with the Village of Elk Grove, MWRD, and Cook County Highway Department
- CHA Scattered Sites – Site design and project management for CHA residences throughout Chicago. Work included modifying the site to comply with current ADA requirements.
- Harlem & Ontario – Site design for this commercial and residential mixed-use development in Oak Park, IL, and permitting with MWRD and the Illinois Department of Transportation (IDOT). Calculated pre and post run-off rates and quantities to gain LEED credit for the site.
- Fire Stations 102 and 121 – Site design for two fire stations in Chicago, permitting with the City of Chicago's Department of Water Management, permitting with Chicago Department of Transportation, preparation of specifications, and project management.
- 14th and State – Site design for the residential tower and parking garage in Chicago's South Loop. Site work also included a park at grade. Coordinated with the Water Department the various water taps and cut and caps necessary for development.
- Clark and Polk - Collected data for Due Diligence reports, tasks included various site visits, mapped site utility locations, cost estimating, and preliminary grading studies.
- Rush University Medical Center – Site design, project management and permitting for this multi-phased construction development for the prestigious Rush Medical Center. Work included coordination and meeting with Chicago's Water and Sewer Department, preparation of design documents, and permitting with the Department of Water Management.
- Juarez High School – Site design and project management for this four part construction project for this south side City school. Work included awareness of various utility easements trisecting the sites as well as appropriate utility design in response.

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WORK EXPERIENCE CONT'D

DANIELLE KOWALEWSKI
Assistant Project Manager

Architectural Intern, Blue Work Design Group

- Contributed to research and layout for a published work on wall systems
- Rendered drawings for an international design competition
- Responsible for compiling and printing a request for proposal

Architectural Intern, Engineering Ministries International

- Designed a hospital for Ibadan, Nigeria
- Organized group travel and correspondence
- Drafted architectural construction documents for a church in Tanzania

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TERRA
ENGINEERING LTD.

KELLY MCHUGH, LEED AP, EIT
Project Engineer

EDUCATION

BS, Civil Engineering
University of Notre Dame: IN, May 2005

EXPERIENCE

Project Engineer, Terra Engineering, Ltd.
Work accomplishments include drainage analysis and modeling, grading design, utility design, sewer design and cost estimating for commercial development projects such as schools, parks and Municipal projects. Projects include:

- I74&I155 Interchange
- Vernon Park Village Development
- Johnny's Ice House

Design Engineer I/II, SPACECO (The Burke Group)

- Duties include roadway design, grading design, utility layout, earthwork analysis, cost estimation, stormwater management.
- Permitting procedures with various agencies including villages, counties, MWRD, IDOT, CDOT, etc
- Day to day correspondence with clients, architects and other design professionals.
- Sustainability site design consultant
  Solely reinstated and improved entire building's recycling program.

Intern, CEMCON, Ltd.

- Designed sanitary and storm sewer for 500+ unit subdivisions including sizing pipes, structures and setting rims, inverts and slopes.
- Used StormCAD and the TR-20 Model to analyze site drainage
- Mass Earthwork Balancing for a 750+ unit subdivision
  Prepared Engineers Opinion of Cost and performed quality assurance checks for various projects

Intern, Alvord Burdick & Howson

- Created, Edited and proof-read AutoCAD plan and profile sheets
- Calculation costs analysis for laying watermain
  Recorded on site data

HONORS/ACTIVITIES

American Society of Engineers
United States Green Build Council, Chicago Chapter
Emerging Green Builders, USGBC Chicago
Irish Engineers and Contractors Association
University of Notre Dame CREATE – Chicago networking in construction and real estate

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401 Main Street, Suite 1130 | Peoria, IL 61602 | USA | Ph: (309) 999-0123 | Fax: (309) 999-0120
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Farhad Rezai, SE, PE
Principal

RME

Eduacation
M. S. In Structural Engineering, Colorado State University, 1983
B. S. In Civil Engineering, Colorado State University, 1980

Employment History
Rubinos & Mesia Engineers, Inc., (RME), Executive Vice President, 1989 - Present
Skidmore, Owings & Merrill, (SOM) Structural Engineer 1987 - 1989
Sargent & Lundy Engineers, Structural Engineer, 1983 - 1987
Colorado State University, Teaching Assistant, 1981 - 1983

Experience
Mr. Rezai has more than 25 years of varied experience in Structural and Civil Engineering. His responsibilities as Principal-In-Charge and Project Manager include establishing the overall design concept, defining the structural systems to maintain the integrity of the building systems compatible with Architectural, Owner/User needs, client interface, technical and financial planning.

Related Projects
HUMBOLDT PARK LIBRARY. Project Manager for a 13,500 sq. ft. library. Services included structural and civil engineering; construction documents specifications, and cost estimate. Civil engineering services involved site grading, parking design, site drainage and coordination of site utilities.

WESTINGHOUSE HIGH SCHOOL. Project Manager. Provided structural engineering services for the new $70 million high school which will house two high school programs: a vocational school and a selective-enrollment college preparatory school, each occupying separate levels of the two-story building. Both programs will share common spaces such as the Gymnasium, Natatorium, the Library and Media Center, Art and Music Classrooms, Auditorium, Dining facilities, and a central courtyard featuring indigenous plants and prairie grasses.

LITTLE VILLAGE HIGH SCHOOL. Project Manager. Provided structural and civil engineering services for the preparation of construction documents, specifications, construction phase and coordination with utility companies for this 50 million dollar project. The project located on a 17 acre site includes a building with a foot print of 5 acre, 140 car surface parking area, baseball & soccer field with dugout & bleacher, basketball courts and four dry pond for detention of storm water.

NORTHSIDE COLLEGE PREPARATORY HIGH SCHOOL. QA/QC. RME provided structural and civil engineering services for this project. The building is about 200,000 sq. ft. and is divided in four different sections separated by three expansion joints. Auditorium, gymnasium, and natatorium are part of the high school. It has all the components of a state of the art high school. The building framing consists of columns composite beams and metal deck with concrete. Cavity masonry walls enclose the structure. Civil Engineering services included design of the storm runoff and detention pond, parking lot, fire lane and sanitary sewers. Civil engineering services included: design of a water main for the City of Chicago, coordination of the survey and soil boring.

WALTER PAYTON HIGH SCHOOL. QA/QC for this four story braced steel frame structure. The structure consists of two buildings that are attached with an atrium. The north building consists of a recital hall, gymnasium, library, art room, music room, administration rooms, and mechanical rooms. The south building consists of classrooms and laboratories and mechanical rooms. The foundation of the structure consists of drilled caissons with bells and cast-in-place concrete grade beams. This high school can accommodate up to 900 students with over 100,000 sq. ft. of total floor space.

SOUTHSIDE COLLEGE PREPARATORY ACADEMY. As Principal-in-Charge, provided structural and civil engineering services for two-new additions and modifications to the existing central building. Each addition was approximately 16,000 sq. ft. in area and 3 stories height plus penthouses for mechanical equipment services. Scope of work included: preparing structural design calculations and supervising the preparation of design documents for steel framed masonry clad structures. The design phase had a very tight schedule and was completed on time.

WILLIAM RAINEY HARPER COLLEGE. Principal-In-Charge. Provided structural engineering services for the $6 million expansion of this multi-building educational facility. The Scope of work included planning and designing of a 44,866 sq. ft., two-story

RME

addition to complement the existing speech and drama departments located in Building L. The facility contains an auditorium, multi-purpose laboratory, classrooms, a teleconferencing center, conference rooms, a lounge and space for an art gallery, and suite of offices. Modifications to walkways and vehicular traffic systems to provide access to the building were also included. The addition is nestled between two buildings and connected to them with corridors and passages.

UNIVERSITY OF ILLINOIS THOMAS M. SEIBEL CENTER FOR COMPUTER SCIENCE. Principal-In-Charge. Collaborated in the construction of this center created as a "smart" building. It incorporated cutting-edge technology and was designed with anticipation of future evolutions in technology. Also, it was customized towards facilitating wireless education and communication.

UNIVERSITY CENTER OF LAKE COUNTY AT GRAYSLAKE, ILLINOIS. Grayslake, IL. QA/QC. RME provided structural engineering services for this three story educational building, with classrooms, library, administration, and cafeteria. Structural system consisted of steel beams and columns, and composite metal deck floor systems. Vertical cross bracing provides lateral stability for this three story buildings with each floor of 20,000 sq. ft.

TARKINGTON ELEMENTARY SCHOOL. QA/QC. RME provided the structural and civil engineering services for this new $21.0 million school that will house approximately 1000 students and have all the components of State of the Art School. The school building is approximately 136,000 sq ft. Cafeteria and gymnasium are part of the school. The building framing consists of the columns composite beams and metal deck with concrete. Cavity masonry walls enclose the building. The steel bracing resists lateral load. Portion of building roof is designed for Green Roof. Site components include a parking lot, soccer field, access road, walkways, etc.

CHICAGO PUBLIC SCHOOLS, Capital Improvement Program (2004-2008) – Owner's Representative. Project Manager. RME provided structural and civil engineering services for one of two Owner's Representative teams contracted by the Chicago Public Schools to manage and implement various renovation and addition projects as part of the districts ongoing Capital Improvement Program. Typical renovation work includes boiler replacement and repair, roof repair and replacement, exterior façade repair and refurbishment, window/door replacement, and various interior renovation tasks. It also includes additions to existing schools and ADA compliance work. The scope of work covered 36 schools during FY 2005 at an estimated cost of $85,000,000 and 29 projects in FY 2006 at an estimated cost of $72,000,000.

CHICAGO PUBLIC SCHOOLS, Capital Improvement Program - New Construction. As Project Manager, provided structural and civil engineering services for the new construction and renovation of buildings, and/or enhancement of existing facilities.

THE ADLER PLANETARIUM. As Project Manager. provided engineering services for the $25 million renovation/expansion of the Alder Planetarium. Project involved a 50,000 to 75,000 sq. ft. addition to the 95,000 sq. ft. structure. Scope of Services included: Program analysis; Schematic Design/Engineering, including assisting in design presentations to the City of Chicago, civic groups, Chicago Park District and the Adler Planetarium Board of Trustees and staff; Design Development/Engineering, including the same presentations; Construction Documents and Specifications; Construction Administration and Civil engineering services involving site grading, roadway design, site drainage, and coordination of site utilities.

REGISTRATIONS: **Registered Structural Engineer – Illinois, 1992, Reg. No. 081-004991**
Registered Professional Engineer – Illinois, 1988, Reg. No. 062-044201

PROFESSIONAL SOCIETIES: **Member of the Structural Engineers Association of Illinois.**

Debra Hoegemeyer, S.E.

Senior Structural Engineer

R M E

Eduacation

M.S. in Structural Engineering, University of Nebraska, Lincoln, NE, 1984
B.S. in Architectural Studies, University of Nebraska, Lincoln, NE, 1982

Employment History

Rubinos & Mesia Engineers, Inc., Structural Engineer, 2007 to Present
Matrix Engineering Corporation, Associate, 01/2003 – 2007
Graef, Anhalt, & Schloemer Assoc, Inc., Project Engineer, 10/1997 – 12/2002
Rubinos & Mesia Engineers, Senior Structural Engineer, 07/1996 – 10/1997
McDonalds Corporation, Structural Engineer, 01/1996 – 07/1996
Barry A. Goldberg & Co., Project Structural Engineering, 08/1989 – 01/1996
Nayyar and Nayyar Intl. Inc., Structural Engineer, 09/1987 – 08/1989
Donohue & Associates, Structural Designer, 10/1986 – 9/1987
Sargent & Lundy Engineers, Structural Engineer, 05/1984 – 05/1986

Experience

Ms. Hoegemeyer has over 23 years of varied experience in Structural Engineering. Her responsibilities have included new constructions and rehabilitation/renovation of existing structures consisting of institutional, commercial, and residential of varying types and sizes. Her experience comprised of schematic/structural design, review of shop drawing and specifications, observance/resolution of construction issues, tracking project budgets, coordination between disciplines and clients.

Related Projects

SOUTH SHORE HIGH SCHOOL AND KELLY CURIE GAGE PARK HIGH SCHOOL. RME is providing structural engineering services for the new $60 million High School, which was design as the prototype for future schools. The school is organized into three thematic components: Body, Mind and Spirit that relate to the various programs and activities within the school that comprise the curriculum. The site is zoned according to these thematic areas: bars are created housing the athletics (body), the academy classrooms and teaching spaces (mind) and the library, arts and music (spirit). The bars side against each other to create outdoor spaces on the site, programmed for specific activities that work in conjunction with the buildings –entry courtyard, athletics fields, and reading garden. The structure consists of a precast hollow core planks on steel framing. The gymnasium is being converted to a 1,200-seat auditorium. Deep long span joists were used to cover 120' X 120' square Gymnasium / Auditorium, steel frame, and lateral resistance was provided by steel braced bents. Shallow spread footings were used for the columns foundations and continuous "strip footing" / "Retaining walls" supporting the masonry walls. The building will allow enrollment for 1,700 students. The project is being develop using the latest innovations in "green design" LEED.

SOUTHWEST AREA MIDDLE SCHOOL: Chicago, IL. Providing structural engineering services for this three-story, 131,000 sq. ft. building, which includes gymnasium with 60-foot span supporting green roof. Structure is steel framed utilizing composite beams and masonry exterior walls.

BELMONT CRAGIN ELEMENTARY SCHOOL: Chicago, IL. Providing structural engineering services for this 105,000 sq. ft., 3-story structure with gymnasium and cafeteria spaces in addition to classrooms. Structure is braced steel framed with composite steel and concrete floors and masonry exterior walls.

ARLINGTON HEIGHTS MIDDLE SCHOOL; Arlington Heights, IL. Project Engineer for this 141,500 sq. ft. 2 and 3-story complex with floor framing of concrete deck on steel joists and composite steel beams, auditorium/gymnasium with curved steel joist roof framing.

RESIDENTIAL HALLS; University of Illinois at Chicago, IL. Provided structural design for 3, 6, 10 and 12 story cast-in-place concrete buildings with flat plate slabs and concrete shear walls.

TRELLIS STRUCTURE, CHICAGO BOTANIC GARDENS; Glencoe, IL. Project Engineer for this structure of exposed sawn lumber and glued laminated timber framing.

KOVLER GYMNASIUM; Chicago IL. Project Engineer for this 50 ft. high 2-story building featuring 12 feet long steel framed cantilever bay, 94 ft. clear span roof, and floor framing of composite steel and concrete beams, designed to minimize vibrations.

RME

ST. MARY OF THE SPRINGS CONVENT; Columbus, Ohio. Project Engineer for this 138,700 sq. ft. complex. Primarily precast concrete and masonry construction includes 3 level residential and 5 level public wings and chapel with exposed glued laminated wood trusses and masonry walls, curved in vertical plane.

COMMUNITY HOUSE; Hinsdale, IL. Project Engineer of Renovating this Community House utilizing micro piles to underpin existing caisson foundation to support an additional story level. Framing of steel joists and light gauge steel trusses. In addition of a New steel and concrete field house/gymnasium.

59 E. VAN BUREN; Chicago, IL. Project Engineer. Renovation of 27-story structure built in 1920's with concrete waffle slabs or flat plate floors, for residential use.

WILSON HALL; Batavia, IL. Structural Engineer. Investigated distress in 16-story post-tensioned concrete office building, wrote reports to document findings.

OFFICE/WAREHOUSE BUILDING; Vernon Hills, IL. Project Engineer of a New 150,000 sq. ft. office and 119,000 sq. ft. warehouse. Steel structural system with moment resisting frames and X-bracing.

RESIDENTIAL BUILDING; Aurora, IL. Project Engineer of conversion a concrete and heavy timber framed industrial buildings built in early 1900's, along with new 4-story steel framed entry.

3740 NORTH LINCOLN AVENUE CONDOMINIUM; Chicago, IL. Project Engineer of this condominium of cast-in-place triangular concrete retail building supporting 4-story condominium of steel and light gauge steel framing.

RESIDENCE; Lake Forest, IL. Project Engineer for this wood and steel framed totaling 16,000sq. ft. with sloping walls and stone portico.

1330 SOUTH MICHIGAN AVENUE; Chicago, IL. As Structural Engineer designed 19-story residential building including 3 floors of parking. Structure is cast-in-place concrete flat plate floors and concrete shear walls on caisson foundation (Not build).

REGISTRATIONS: Registered Structural Engineer – Illinois, Reg. No. 081-004870

Terry Guen Design Associates

HARLEY ELLIS DEVEREAUX

TERRY GUEN DESIGN ASSOCIATES
I N C O R P O R A T E D
Landscape Architecture-Urban Design-Planning-Analysis

PROFILE

Terry Guen, ASLA has focused her career as landscape architect and urban designer on creating public spaces for people, enhancing the quality of the urban outdoor environment. As a student of Ian McHarg at the University of Pennsylvania, Terry incorporates ecological landscape design into aesthetically and environmentally successful places, within a framework of engineered urban infrastructure. Terry's work includes streetscape and retail area planning and urban design, mixed-use development design, housing development design in city neighborhoods, and design of parks and open spaces in urban areas. In this way, TGDA's philosophy and firm approach is to incorporate an integrated and holistic design approach to create a legacy of enduring projects focused on sustainable goals and initiatives that reduce the demands of natural resources within the entire framework of a project from inception through completion and into the future activities of the site.

Before founding TGDA, Inc. Ms. Guen worked nationally on major urban projects in New York City and Boston. As the principle of TGDA, Terry was the local landscape architect of record for Chicago's Lakefront Millennium Park, orchestrating and supervising all landscape construction and installation activities for the project. Recent ecological Masterplanning and design work includes the RiverEdge Park Masterplan and associated Phase I construction documents in Aurora, Illinois; site Masterplan and phased restoration work to the Fontana Duck Pond in Fontana, WI; and The Northeast Side Comprehensive Masterplan for Milwaukee WI. These projects demanded long-term visions for both site and client relations. To this end, TGDA worked above and beyond the typical construction documentation efforts to prepare presentation graphics for municipal presentations as well as for use in fund-raising activities related to each project.

LEED certified projects consist of Mercy Lakefront Housing (LEED Silver); Christ the King High School (LEED Silver); and protoype designs for 6 Chicago Public Schools (LEED Platinum). By necessity, these projects were highly collaborative and TGDA worked closely with other design profession to successfully and seamlessly integrate the landscape into a holistic site design that reduce site runoff and mitigate urban heat island effects of urban places.

Projects that focus on green infrastructure include landscape installations for the Household Hazardous Waste Reclamation facility in Chicago; and the MWRD Thornton Reservoir Monitoring facility. Renovations to South Martin Luther King Jr. Drive from 35th Street to 51st Street, and Dempster Street Corridor in Morton Grove, IL comprise TGDA streetscape work. These projects focus on unique ways to integrate green infrastructure strategies to collect and store runoff, filter pollutants, and provide valuable greenspace in difficult urban environments.

EDUCATION

B.A. Chemistry, Bowdoin College, Brunswick, ME, 1981
M.L.A., University of Pennsylvania, Philadelphia, PA, 1986
Certificate Urban Design, University of Pennsylvania, Philadelphia, PA, 1987

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TERRY GUEN DESIGN ASSOCIATES
I N C O R P O R A T E D
Landscape Architecture-Urban Design-Planning-Analysis

PROFESSIONAL EXPERIENCE

1983	Fairmount Park Commission, Philadelphia, PA.
1984	Philadelphia Citywide Development Corporation, Philadelphia, PA.
1985	Coe & Lee Associates, Philadelphia, PA.
1986	87 Wallace Roberts and Todd, Philadelphia, PA.
1988	Hanna/Olin Ltd., Philadelphia, PA.
1989-92	Carr Lynch Hack and Sandell, Cambridge, MA.
1992-98	Terry Guen, Landscape Architect
Current	Terry Guen Design Associates, Inc., Landscape Architecture & Urban Design

PROFESSIONAL ACHIEVEMENTS & AWARDS

1981-83	Feng Chia University, Taiwan, Teaching Fellowship, Travel- Southeast Asia
1986	American Society of Landscape Architects Merit Award
1986	University of Pennsylvania, Graduate School of Fine Arts, Van Alen Travelling Fellowship for Landscape, Architecture, and Urban Design - Europe
1987-78	University of Pennsylvania, Graduate School of Fine Arts, Landscape Architecture and Regional Planning –Growth Management Planning Studio Critic
1992	First Prize, Perth Australia Waterfront Plan Competition, with Carr, Lynch, Hack, Sandell, Senior Project Landscape Architect

LICENSURE

1987	Commonwealth of Pennsylvania, R.L.A (inactive)
1990	Commonwealth of Massachusetts, R.L.A (inactive)
1992	State of Illinois
2002	State of Wisconsin

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TERRY GUEN DESIGN ASSOCIATES
I N C O R P O R A T E D
Landscape Architecture-Urban Design-Planning-Analysis

PROFILE

Douglas Pettay, ASLA is landscape architectural designer with Terry Guen Design Associates, Inc. Mr. Pettay has four years experience in Midwestern native landscape design, implementation, restoration, and maintenance. He has worked with both the public and private sectors in creating and restoring natural areas in Illinois. His field experience gives him a practical and aesthetic background for design work as well as familiarity with the installation process and cultural needs of various plants.

With Terry Guen Design Associates, Doug is project designer involved with site and planting design, and field review of planting installation. His recent work includes Ecological Landscape Master Plan Design for the City of Chicago's 130 Acre Hegewisch Marsh Environmental Center, LEED rated landscape designs the City of Chicago North Branch recycling center and Not-for-Profit Lakefront Mercy Housing, Landscape Design for the University of Chicago Power Plants, and green roof design for a City of Chicago Department of Aviation runway facility. His practical field experience and passion for plants is reflected in an enriched planting design for each of these projects.

Doug's field experience for the South Lakeshore Drive Reconstruction Project - Jackson Park Section included coordination with the field engineer and landscape contractor, layout of planting installations, field identification, and review of warranty conditions. Doug was responsible for layout of enhancement plantings at Millennium Park, Spring 2005, and coordinated field assessment of the Argonne National Laboratory planting areas, and the 2 mile Martin Luther King Jr. Boulevard Project.

EDUCATION

Study Abroad, Verona, Italy, January-June 2004
Language, Drawing, Landscape and Architectural Studies
B.L.A, University of Illinois, Urbana-Champaign, IL, 2005
Midwest Ecological Prescription Burn Crew Member Training Class, Chicago Wilderness 2007

PROFESSIONAL EXPERIENCE

Current-	Terry Guen Design Associates, Inc., Landscape Architectural Designer
2003-04	Conservation Land Stewardship, Field Ecology Intern
2001-02	Midewin National Tallgrass Prairie, Biological Science Aid

PROFESSIONAL AFFILIATIONS AND ACTIVITIES

American Society of Landscape Architects
Chicago Wilderness
Chicago Area Mountain Bikers
Friends of the Chicago River, volunteer
North Park Village Complex Visioning Charrette, Summer 2006

ACHIEVEMENTS & AWARDS

2002	UIUC, Sasaki Award for Best Second Year Design

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TERRY GUEN DESIGN ASSOCIATES
I N C O R P O R A T E D
Landscape Architecture-Urban Design-Planning-Analysis

PROFILE

Kees Lokman is landscape architectural designer with Terry Guen Design Associates. From Wageningen, the Netherlands, Kees has experience as a designer of landscapes and streetscapes for mixed use development in urban and rural settings. His academic background is built upon a strong Dutch planning and design tradition, providing innovative and environmentally sensitive solutions for multiple uses for densely populated land in a complex hydrological delta landscape. His work includes redesign of urban post-war neighborhoods for contemporary use and ecological sustainability.

Kees' project experience at TGDA includes Ecological Landscape Master Plans for the City of Chicago's Ford Calumet Environmental Center and Village of Fontana, Wisconsin's Duck Pond Recreation Center. He is project designer for the Award winning Aurora's River Edge Park., Martin Luther King Jr. Boulevard Project, and Chicago Public School's Urban Model High Schools. His rendering and presentation skills have been received with outstanding client interest and community response as part of TGDA's public space design process. Additionally Kees has managed and installed multiple landscape exhibits; at the 2006 Chicago's Garden in the City Garden Show and at McCormick Place.

EDUCATION

Study Abroad, University of Sheffield, Sheffield, England, 2004
B.L.A, Wageningen University, Wageningen, the Netherlands, 2005
M.L.A, Wageningen University, Wageningen, the Netherlands, 2006

PROFESSIONAL EXPERIENCE

Current-	Terry Guen Design Associates, Inc., Landscape Designer
2004-05	The Office of Piet Oudolf, Master Designer, Hummelo, the Netherlands; Designer
2004	Haver Droeze, Amersfoort, the Netherlands; Jr. Landscape Architect
2003	BRO, Vught, the Netherlands; Landscape Architecture Intern

Professional Affiliations

American Society of Landscape Architects
Midwest Ecological Landscaping Association (MELA)

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PROFILE

Ted Haffner is landscape architectural designer with Terry Guen Design Associates. Originally from Chicago, Ted has hands-on experience in the design/build industry in Boston, MA. Ted recently graduated from Cornell University where he received both an MLA and an M.S. in Horticulture. Working closely with Dr. Nina Bassuk, Ted researched stormwater attenuation and mitigation through porous asphalt and turf surfaces combined with CU Structural Soil™ reservoirs. While at Cornell, he focused heavily on urban ecological design. In conjunction with his research, Ted was a team leader for the 2005 Cornell Solar Decathlon Team which won a second place award in the competition as well as an ASLA Student Award of Honor for Residential Design in 2006.

Ted's project experience at TGDA is extensive and broad, including Master Plan designs for the FoxWalk Riverwalk in Aurora, IL and Comprehensive planning work for the Northeast Section of Milwaukee, WI. Physical design work includes two conceptual designs, in conjunction with Conservation Design Forum, for Parson's Park for the Chicago Park District. Streetscape design includes work as project designer for the Village of Morton Grove, IL on the Dempster Street Retail Corridor Streetscape Renovation Project. Other design work includes construction documents for waterproofing repairs to Millennium Park's Harris Theater roof deck, as well as site and planting design, and field review of planting for Argonne National Labs. Ted has also created Initial Installation and Lifecycle Cost Studies for Four Boulevard Planting Options for the City of Chicago Department of Transportation's Martin Luther King Dr. Boulevard Landscape Medians Project.

EDUCATION

B.A., Cornell University, Ithaca, NY 1994
M.L.A., Cornell University, Ithaca, NY 2005
M.S., Cornell University, Ithaca, NY 2008

PROFESSIONAL EXPERIENCE

Current-	Terry Guen Design Associates, Inc., Landscape Architectural Designer
2001	Susan Child Associates, Intern
1998-2001	Pamela Hart Associates, Cambridge, MA

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects
Society of Municipal Arborists
Friends of the Parks

ACHIEVEMENTS & AWARDS

2006	ASLA Student Residential Design Award of Honor
2005	James Rose Award, Cornell University
2005	ASLA Student Award of Honor, Cornell University

TERRY GUEN DESIGN ASSOCIATES
I N C O R P O R A T E D
Landscape Architecture-Urban Design-Planning-Analysis

PROFILE

Laura DeMink, ASLA is a landscape architectural designer with Terry Guen Design Associates, Inc. Laura is originally from Downers Grove, a western suburb of Chicago. The foundation of her education is in plant biology. She recently expanded her education to design, and received her M.L.A. degree from North Carolina State University this year. Her previous experience with Midwestern plants and ecosystems has been a major influence in her design approach. She has worked in a variety of field settings that range from the monitoring of natural management practices for restoration purposes, to a foreperson for a landscape design and installation company. Her field experiences bring a practical knowledge of natural systems and a scientific understanding of how plants function. Her design education has given her an opportunity to utilize scientific principles for creative design solutions.

EDUCATION

Study Abroad, Prague, Czech Republic, January-May 2007
Language, Drawing, Beekeeping, Landscape Architectural Studies
M.L.A, North Carolina State University, Raleigh, NC, 2008
Final Project Study: productive urban public space
B.S, University of Minnesota-Twin Cities, Minneapolis-St. Paul, MN, 2000
Minor: sustainable agriculture

PROFESSIONAL EXPERIENCE

Current-	Terry Guen Design Associates, Inc., Landscape Architectural Designer
2008	Greenways Incorporated, Intern
2006	The Conservation Fund, Consultant
2003-2005	University of Minnesota, Plant Biology Laboratory Technician
2002	The Botanic Gardens, Assistant Foreperson

PROFESSIONAL AFFILIATIONS AND ACTIVITIES

American Society of Landscape Architects
Chicago Wilderness
Friends of the Bloomingdale Trail

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Vistara

HARLEY ELLIS DEVEREAUX

Ramesh Nair
Project Executive

VISTARA
construction services

Mr. Nair functions as a Project Executive in all aspects of Construction Management Services for Vistara Construction Services. He is responsible for the Coordination, Quality & Cost Control aspects for large institutional and commercial developments.

Prior experience was with McClier and Skidmore, Owings and Merrill on Bank of America roll-out projects in California and International projects at Ludgate-Phase II, London.

Education
Master of Science (1990)
(Building Performance/ Diagnostics)
Carnegie Mellon University
Pittsburgh, PA

Bachelor of Architecture (1988)
(Architectural Design)
Mangalore University
India

References
Jones Lang LaSalle
Laura Beebe, Vice President
135 South LaSalle, Suite 2025
Chicago, IL 60603
(773) 706-1023

U.S. General Services Administration
Scott Hirashima, COR
230 South Dearborn Street, 36th Floor
Chicago, IL 60604
(312) 886-5604

S.B. Friedman & Co.
Stephen Friedman, Principal
221 N. LaSalle Street, Suite 820
Chicago, IL 60601
(312) 424-4260

Awards:
Construction Excellence
General Services Administration 2005

GSA Design Awards 2006
Conservation Citation
U.S. Custom House Renovation

J.C. Kluczynski and E.M. Dirksen Federal Buildings (GSA), Chicago, IL (2005-2007) Construction Manager for a Design-Build project for curtain wall renovation at this National Historic Landmark eligible building. This included the repair and replacement of the original curtain wall system, replacement of deteriorated building joint seals, and applying Blast Resistant film to all windows. Budget $24 million.

Kennedy King College, Chicago City Colleges and PBC, Chicago, IL (2005-2007) Project Executive responsible for the development of the construction schedule, construction cost estimates and value engineering services. Managed a team responsible for various aspects of the 6-building campus, where on-site supervision of project quality controls and deadlines were reviewed daily. Budget $150 million.

U.S. Custom House, Exterior Façade Repairs, 610 S. Canal, Chicago, IL (2003-2005) Construction Manager for the Rehabilitation of U.S. Custom House including the repair and replacement of face limestone and granite panels, interior blast proofing and parapet reconstruction. Budget $8 million.

U.S. General Services Administration (GSA) RFP preparation/ source selection/ project execution for the U.S. Custom House in Chicago (2003-2005). Cost estimating/ value engineering services for the Milwaukee courthouse (2001). Construction Management services for Hammond, Indiana Federal Courthouse (1998-2002). Total budget $75 million.

City of Chicago, TIF Program (1997) Cost estimating services for various buildings and sites that required 'Tax Incremental Financing' from the city. Projects included a 270-unit condominium ('The Columbian'), the Old U.S. Post Office at Harrison/ Canal, Block 37 Studies at Washington and State, adaptive reuse of buildings on Maxwell Street (University of Illinois at Chicago). Program cost budgets in excess of $100 million.

Chicago Public Schools (CPS), Capital Improvement Program (1996-Ongoing) Program Analysis and Implementation for over 30 new schools and additions (1996-2001) with a budget in excess of $650 million. Renovation cost reports at various projects including window/ roof replacement, masonry tuck-pointing, site enhancements and fire alarm/ life safety upgrades.

Anna E. Klima

Assistant Project Manager / Estimator

VISTARA construction services

Ms. Klima functions as a Construction Cost Estimator/ Project Scheduler in all aspects of Architectural and Construction services. She is responsible for quantity and cost estimating, carrying out field surveys, site evaluation and space planning. Her Architectural background allows her to understand the needs of the design professional while considering budgetary constraints.

Education

Master of Architecture
University of Michigan, Ann Arbor

Bachelor of Arts in
Architectural Studies
University of Illinois at Chicago
Chicago, Illinois

References

DMJMHN
Tom Grant, Project Manager
(714) 567-2639

City of Park Ridge
Juliana Maller, Assistant City Manager
(847) 318-5206

North Air Traffic Control Tower/ Administrative Base Building, O'Hare International Airport, Chicago, Illinois. Construction cost estimates for a new airport control tower including a 9,000 SF administrative building. Assisted in incorporating value engineering proposals to meet FAA/ City of Chicago budget requirements and reviewed bulletins. Budget $23 million.

United Airlines Cargo Facility Relocation, O'Hare Modernization Program (OMP), Chicago, Illinois. Replacement In-Kind construction cost estimate for a new single-story 700,000 SF cargo facility, including a basement, on-site parking, a sustainable design allowance and a breakdown of required upgrades that comply with current codes, ordinances and local standards. Budget $75 million.

J.C. Kluczynski and E.M. Dirksen Federal Buildings (GSA), Chicago, Illinois. Assisted the Construction Manager in a Design-Build project for curtain wall renovation of a National Historic Landmark eligible building. This includes the repair and replacement of the original curtain wall system, replacement of deteriorated building joint seals, and applying Blast Resistant film to all windows. Budget $24 million.

U.S. Custom House, Exterior Façade Repairs (GSA), Chicago, Illinois. Monitor the exterior rehabilitation of limestone, granite and new parapet work on a day-to-day basis. Assists construction manager in construction progress - putting together monthly reports, meeting minutes, punch-list reviews, etc. Estimated budget $9 million.

Kennedy King College, Chicago City Colleges and PBC, Chicago, Illinois. Multiple construction cost estimates for a new 6-building college campus (total 500,000 SF) including off-site parking and site work. Assisted in value engineering exercises that allowed owner to meet target deadlines and budgets. Completion date July 2007. Budget $150 million.

FedEx Hangar Facility, Memphis, TN. Multiple cost estimates for the renovation and addition at FedEx's Memphis facility to facilitate the New Airbus A380 and supporting services. Budget $90 million.

New Faith Baptist Church (Matteson, IL) & St. Thomas United Methodist Church (Glen Ellyn, IL). Various cost estimates for new churches including site-improvements, renovation of existing spaces, and phased construction. Costs between $10 million and $30 million.

Sheridan & Devon Apartments (CHA), Chicago, Illinois. Cost estimating services for interior renovation of existing units including interior, mechanical, electrical, and plumbing systems (250,000 SF). Construction Budget in excess of $18 million.

SCHEDULE G

OTHER CONDITIONS

ARCHITECT OF RECORD SERVICES
LITTLE VILLAGE/ MARSHALL SQUARE BRANCH LIBRARY
PS1499

NONE

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

ARCHITECT OF RECORD SERVICES
LITTLE VILLAGE/ MARSHALL SQUARE BRANCH LIBRARY
PS1499

ARCHITECT'S AFFIDAVIT FOLLOWS ON NEXT PAGE

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

ARCHITECT OF RECORD SERVICES
LITTLE VILLAGE/ MARSHALL SQUARE BRANCH LIBRARY
PS1499

A. Definitions and Disclosure Requirements

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

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

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

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: Little Village/Marshall Square Branch Library Project #808303, PS1499

   Description or goods or services to be provided under Contract: Architect of Record Services

2. Name of Consultant: _Harley Ellis Devereaux_____

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
None	Not Applicable		

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

4. The Consultant understands and agrees as follows:

a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.

b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.

c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

Signature — February 16, 2009 (Date)

Robert C. Robiscek, AIA (Name (Type or Print)) — Principal in Charge (Title)

Subscribed and sworn to before me

this 16th day of February 2009

Linda J Blanchard

Notary Public

OFFICIAL SEAL
LINDA J BLANCHARD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/06/09

EXHIBIT B
DISCLOSURE AFFIDAVIT

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ARCHITECT'S AFFIDAVIT FOLLOWS ON NEXT PAGE

EXHIBIT B
DISCLOSURE AFFIDAVIT

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PS1499

Name: Harley Ellis Devereaux

Address: 401 West Superior, Chicago, IL 60654

Telephone No.: 312.951.8863

Federal Employer I.D. #.: 38-264-5558 Social Security #: N/A

Nature of Transaction:

[ ] Sale or purchase of land
[ ] Construction Contract
[X] Professional Services Agreement
[ ] Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Consultant is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Robert C. Robicsek, AIA (Name), as Principal in Charge (Title)
and on behalf of Harley Ellis Devereaux
("Bidder/ Proposer" or "Consultant") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

Bidder/Proposer/Consultant is a:

[X] Corporation	[ ] LLC
[ ] Partnership	[ ] LLP
[ ] Joint Venture	[ ] Not-for-Profit Corporation
[ ] Sole Proprietorship	[ ] Other

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

a. State of Incorporation or organization 1908

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

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
Please see attached list.			

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

Name (Print or Type)	Address	Ownership Interest
Please see attached list.		%
		%
		%

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

Not Applicable.

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
Yes [ ] No [X]

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

SECTION 2. PARTNERSHIPS

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

Name of Partners (Print or Type)	Percentage Interest
N/A	%
	%
	%

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Consultant is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]
If NO, complete items b. and c. of this Section 3.

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

Name(s) of Principal(s). (Print or Type)

N/A

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

Name(s)	Address(es)
N/A	

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

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

Name(s)	Address(es)
N/A	

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation N/A

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
N/A			

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

II. CONSULTANT CERTIFICATION

A. CONSULTANT

1. The Consultant, or any affiliated entities of the Consultant, or any responsible official thereof, or any other official, agent or employee of the Consultant, any such affiliated entity, acting pursuant to the direction or

authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

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

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

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

2. The Consultant or agent, partner, employee or officer of the Consultant is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.[3]

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

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

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

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

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

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

B. SUB-CONSULTANTS

1. The Consultant has obtained from all sub-consultants being used in the performance of this contract or agreement, known by the Consultant 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 Consultant, is not aware of any such sub-consultant or sub-consultant's affiliated entity or any agent, partner, employee or officer of such sub-consultant or subconsultant's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

2. The Consultant will, prior to using them as sub-consultant, obtain from all sub-consultants to be used in the performance of this contract or agreement, but not yet known by the Consultant at this time, certifications substantially in the form of this certification. The Consultant shall not, without the prior written permission of the Commission, use any of such sub-consultants in the performance of this contract if the Consultant, based on such certifications or any other information known or obtained by Consultant, became aware of such sub-consultant, sub-consultant's affiliated entity or any agent, employee or officer of such sub-consultant or sub-consultant's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Consultant shall cause such sub-consultants to certify as to Section II(A)(5). In the event any sub-consultant is unable to certify to Section II(A)(5), such sub-consultant shall attach an explanation to the certification.

3. For all sub-consultants to be used in the performance of this contract or agreement, the Consultant shall maintain for the duration of the contract all sub-consultants' certifications required by Section II(B)(1) and (2) above, and Consultant shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

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

5. The Consultant hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its sub-consultant with any subcontract if such sub-consultant was ineligible at the time that the subcontract was entered into for award of such subcontract. The Consultant 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 Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Consultant 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 Consultant 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 Consultant is unable to certify to any of the above statements [(Section II (C)], the Consultant shall explain below. Attach additional pages if necessary.

N/A

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 sub-consultants are to be used in the performance of this contract or agreement, the Consultant shall cause such sub-consultants to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any sub-consultant is unable to certify to any of the statements in this certification, such sub-consultant shall attach an explanation to this certification.

D. OTHER TAXES/FEES

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

2. If Consultant is unable to certify to the above statement, Consultant shall explain below and attach additional sheets if necessary.

N/A

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

E. PUNISHMENT

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

2. If the Consultant 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.

N/A

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.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

N/A

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

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

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

C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Consultant will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

a. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Consultant 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 Consultant. Furthermore, Consultant shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

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

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

Signature of Authorized Officer

_Robert C. Robicsek, AIA_____
Name of Authorized Officer (Print or Type)

___Principal in Charge_____
Title

__312.951.8863_____
Telephone Number

State of __Illinois_____

County of __Cook_____

Signed and sworn to before me on this 11th day of February, 2009 by Robert Robicsek (Name) as Principal in Charge (Title) of Harley Ellis Devereaux (Bidder/Proposer or Consultant)

Linda J. Blanchard
Notary Public Signature and Seal

OFFICIAL SEAL
LINDA J BLANCHARD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/06/09

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.

3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conversation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

Forty-nine of our design and technical professionals are principals of Harley Ellis Devereaux. Each hold specific positions of responsibility throughout the organization. Our principals include:

Dennis M. King, FAIA, FESD – Corporate Chairman and CEO

J. Peter Devereaux, FAIA, – Corporate President

James W. Page, PE – Corporate Executive, Detroit and Corporate Secretary

John H. Nelson, FAIA – Corporate Executive, Chicago

Donald K. Giroux, AIA – Corporate Operations

Gary L. Skog, FAIA – Corporate Marketing

Michael F. Cooper, PE – Director-at-Large – Mechanical Engineering

John R. Dale, FAIA – Director-at-Large – Education Studio

Philip H. Granitz, PE – Director-at-Large – Electrical Engineering

C. Richard Hall, AIA – Director-at-Large – Healthcare Studio

A. Louis Hartman, PE – Director-at-Large – Science & Technology Studio

David M. Jaeger, AIA – Director-at-Large – Architectural Design

Nicholas F. Raab, PE – Director-at-Large – Project Management

Enrique Suarez, Jr., AIA – Director-at-Large – Corporate & Commercial Studio

Tania L. Van Herle, AIA – Director-at-Large – Architecture

Steven C. Bassett, AIA – Project Management

Samuel R. Bayne, FAIA – Architectural Design

Daniel S. Benjamin – Architectural Design

Richard E. Bentley, RA – Construction Administration

Jon W. Block, AIA – Project Management

Thomas C. Brockway, PE – Project Management

Jack G. Bullo, AIA – Architectural Design

Daniel Caren, AIA – Project Management

Raymond V. Cekauskas, AIA – Architectural Design

Dale R. Clark, PE – Mechanical Engineering

James A. Corsiglia, PE – Structural Engineering

Steven M. Dailey, PE – Mechanical Engineering

Eric G. Essique, AIA – Architecture

Gerd W. Hartung, PE – Structural Engineering

Andrew S. Jaworski, AIA – Corporate & Commercial Studio

Susan F. King, AIA – Architecture

Daniel H. Lafferty, AIA – Project Management

Michael T. Lynch, Esq. – Corporate Counsel

Barbara A. McGee, RA – Project Management

Brent T. Miller – Education Studio

Kirk G. Pesta, PE – Mechanical Engineering

Robert J. Pesta, PE – Mechanical Engineering

Michael J. Proctor, AIA – Construction Administration

Peyman Ramin, PE – Electrical Engineering

David H. Richards, AIA – Construction Administration

Robert C. Robicsek, AIA – Education Studio

Kendall D. Ruhberg, AIA – Project Management

R. Craig Rutherford, CPSM – Science & Technology Studio

Ronald M. Siehda, PE – Electrical Engineering

Arthur F. Smith, FAIA – Architectural Design

Clifford H. Snyder, AIA – Project Management

Richard L. Torri, AIA – Science & Technology Studio

David D. Troszak, RA – Operations Leadership

Jeffrey R. Zokas, AIA – Education Studio

OFFICERS AND DIRECTORS	OWNERSHIP %
Dennis M. King, FAIA, FESD, Corporate Chairman and CEO, Director	6.3
J. Peter Devereaux, FAIA, LEED, Corporate President	2.9
James W. Page, PE, Secretary, Corporate Executive-Detroit, Director	5.3
John H. Nelson, FAIA, Corporate Executive-Chicago, Director	5.9
Donald K. Giroux, AIA, Corporate Operations, Director	4.0
Gary L. Skog, FAIA, Corporate Marketing, Director	4.0
C. Richard Hall, AIA, Director	1.9
Nicholas F. Raab, PE, Director	2.8
John R. Dale, AIA, Director	0.3
Tania L. Van Herle, AIA, Director	0.2

PRINCIPALS (3.0 - 5.5% OWNERSHIP EACH)

Samuel R. Bayne, Jr., FAIA

Andrew S. Jaworski, AIA

Fareed B. Rifat, PE

Jeffrey R. Zokas, AIA

OTHER PRINCIPALS (< 3% OWNERSHIP EACH)

Steven C. Bassett, AIA

Richard E. Bentley, RA

Jon W. Block, AIA

Jack G. Bullo, AIA

Daniel Caren, AIA

Raymond V. Cekauskas, AIA

Dale C. Clark, PE

Michael F. Cooper, PE

Eric G. Essique, AIA

Gerd W. Hartung, PE

David M. Jaeger, AIA

A. Louis Hartman, PE, Director

OTHER PRINCIPALS (< 3% OWNERSHIP EACH)

Susan F. King, AIA

Daniel H. Lafferty, AIA

(continued)

Steven G. Lopez, AIA
Michael T. Lynch, Esq.
Barbara A. McGee, AIA
Brent T. Miller, AIA
Robert J. Pesta, PE
Michael J. Proctor, AIA
Peyman Ramin, PE
David H. Richards, AIA
Donald F. Riha, AIA
Robert C. Robicsek, AIA
Kendall D. Ruhberg, AIA
R. Craig Rutherford, CPSM
Ronald M. Siehda, PE
Arthur F. Smith, FAIA
Clifford H. Snyder, AIA
Enrique Suarez, AIA
Richard L. Torri, AIA
David D. Troszak, RA

Note: All of the above named Principals own Class A Common Stock of the Corporation. Approximately 14% of the corporate ownership is held by 75 Associates who own Class B (non-voting) Common Stock.

(continued)

Forty-one of our design and technical personnel are principals of our firm holding positions of responsibility throughout our organization. Our principals include:

Dennis M. King, FAIA, Corporate Chairman, Director
Registered Architect in 22 states; NCARB Certification
Michigan 1973, Registration # 20763

J. Peter Devereaux, FAIA, LEED AP, Corporate President
Registered Architect in California, Hawaii, Connecticut, Pennsylvania

James W. Page, PE, Secretary, Corporate Executive-Detroit, Director
Professional Engineer - Michigan, Ohio, Alabama, Florida, Missouri, New York, North Carolina, Tennessee, and Texas; NCEES Certification
Michigan 1971, Registration # 18525

John H. Nelson, FAIA, Corporate Executive-Chicago, Director
Registered Architect, Illinois 1972, Registration # 001-007530

Donald K. Giroux, AIA, Corporate Operations, Director
Registered Architect in Michigan, Ohio, Illinois, NCARB Certification
Michigan 1975, Registration # 22211

Gary L. Skog, FAIA, Corporate Marketing, Director
Registered Architect in Arkansas, Michigan, Georgia, Idaho, Illinois, Kentucky, Ohio, Minnesota, Mississippi, Indiana, North Carolina, South Carolina, Virginia, and Tennessee;
NCARB Certification
Michigan 1975, Registration # 22253

Michael F. Cooper, PE, MBA
Mechanical Engineering
Master of Business Administration, 2001
Bachelor of Science in Mechanical Engineering, 1989

John Dale, FAIA, LEED AP, Principal in Charge, Education Studio
Registered Architect in California

C. Richard Hall, AIA, Director
Registered Architect in Michigan and Ohio; NCARB Certification
Michigan 1976, Registration #23026

Louis Hartman, PE
Science & Research
Bachelor of Science in Mechanical Engineering, 1981

(continued)

David M. Jaeger, RA
Architectural Design
Bachelor of Architecture, 1982
Bachelor of Science in Architecture, 1981

Nicholas F. Raab, PE, Director, Build Services
Registered Professional Engineer in Michigan, Arizona, Indiana, Kansas, Minnesota, Ohio, Pennsylvania and Wisconsin; NCEES Certification
Michigan 1980, Registration # 27219

Enrique Suarez, Jr., AIA
Corporate & Commercial Studio Leader
Bachelor of Architecture, 1990

Tania L. Van Herle, AIA
Director-at-Large, Architecture
Registered Architect in California

Steven C. Bassett, AIA
Project Management
Master of Architecture, 1974
Bachelor of Science in Architecture, 1972

Samuel R. Bayne, Jr., AIA
Architectural Design
Master of Architecture, 1973
Bachelor of Science in Architecture, 1972

Daniel S. Benjamin, AIA, LEED AP
Architectural Design
Registered Architect in California

Richard E. Bentley, RA
Construction Administration
Bachelor of Architecture, 1974
Bachelor of Science in Architecture, 1973

Jon W. Block, AIA
Planning Services
Bachelor of Science in Environmental Design, 1976
Bachelor of Architecture, 1976

Thomas C. Brockway, PE, LEED AP
Project Management
Registered Engineer in Michigan

(continued)

Jack G. Bullo, AIA
Architecture Design
Masters of Architecture, 1983
Bachelor of Science in Architecture, 1980

Daniel Caren, AIA
Project Management
Bachelor of Architecture, 1981
Bachelor of Science in Architecture, 1979

Raymond V. Cekauskas, AIA, NCARB
Architectural Design
Registered Architect in Michigan and California

Dale R. Clark, PE
Mechanical Engineering
Bachelor of Science in Mechanical Engineering, 1980

James A. Corsiglia, PE
Structural Engineering
Registered Engineer in Michigan, Kentucky, Illinois and California

Steven M. Dailey, PE
Mechanical Engineering
Registered Engineer in Michigan

Eric G. Essique, AIA, NCARB
Architectural Design
Registered Architect in Michigan

Gerd W. Hartung, PE
Structural Engineering
Master of Science in Civil Engineering, 1968
Bachelor of Science in Civil Engineering, 1966

Andrew S. Jaworski, AIA
Health & Life Enhancement
Bachelor of Architecture, 1978

Susan F. King, AIA, LEED AP
Architecture
Registered Architect in Illinois

(continued)

Daniel H. Lafferty, AIA
Project Management
Bachelor of Science, 1974

Michael T. Lynch, Esq.
Corporate Counsel

Barbara A. McGee, AIA
Project Management
Bachelor of Architecture, 1975

Brent Miller, AIA, LEED AP
Education Studio Leader
Registered Architect in California

Kirk G. Pesta, PE
Mechanical Engineering
Registered Engineer in Michigan, Ohio, and Illinois

Robert J. Pesta, PE
Mechanical Engineering
Bachelor of Science in Mechanical Engineering, 1966

Michael J. Proctor, AIA
Construction Administration
Associate in Architecture, 1969

Peyman Ramin, PE
Electrical Engineering
Bachelor of Science in Electrical Engineering, 1980

David H. Richards, AIA, LEED AP
Construction Administration
Licensed Architect in California

Robert C. Robicsek, AIA
University & Civic
Master of Architecture, 1981
Bachelor of Science in Architecture, 1978

Kendall D. Ruhberg, AIA
R. Craig Rutherford, CPSM
Automotive & Industrial
Bachelor of Science in Business Administration, 1986

(continued)

Ronald M. Siehda, PE
Electrical Engineering
Bachelor of Science in Industrial Management, 1982

Arthur F. Smith, FAIA
Architectural Design
Bachelor of Architecture, 1981
Bachelor of Science in Architecture, 1978

Clifford H. Snyder, AIA
Planning Services
Master of Architecture, 1976
Bachelor of Environmental Studies, 1974

Richard L. Torri, AIA, Director
Registered Architect in Michigan, NCARB Certification
Michigan 1979, Registration # 26287

David D. Troszak, AIA
Architecture
Registered Architect in Illinois and Michigan

Jeffrey R. Zokas, AIA
University & Civic
Bachelor of Architecture, 1975
Bachelor of Science in Architecture, 1974

Eric G. Essique, AIA
Architecture
Bachelor of Science in Architecture, 1985

Joseph B. Power, AIA
Office Leadership
Bachelor of Science in Architecture, 1975

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

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PS1499

1. Policy Statement

   a. It is the policy of the Public Building Commission of Chicago ("PBC") 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

   a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission contracts to certified MBEs and 5% of the annual dollar value of all Commission contracts to qualified WBEs.

   b. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..

   c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

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

      (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

(2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

(3) "Professional Service Contract" means a contract for professional services of any type.

(4) "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.

(5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

(6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

(7) "Good faith efforts" means actions undertaken by a Professional Service Provider 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.

(8) "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.

(9) "Minority" means:

a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and

b. Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned

by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

(11) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

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 Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.

c. A Professional Service Provider 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:

(1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

(2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

d. A Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.

(1) 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 any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer 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.

(3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer 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.

(4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage 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. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

6. Evaluation of Compliance Proposals

a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer 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 proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer 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 Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer 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 Proposer's proposal as non-responsive.

c. Proposers 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 consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

7. Request for Waiver

a. If a Proposer 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 proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

b. Good Faith efforts to achieve participation include but are not limited to:

(1) Attendance at the Pre-proposal conference;

(2) The Proposer'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;

(3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;

(4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;

(5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, including:

i. The name, address and telephone number of MBE and WBE firms contacted;

ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and

iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

(6) 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.

(7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.

(8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(9) General efforts made to assist MBE and WBE firms to overcome participation barriers.

c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:

(1) 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 Proposer;

(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

a. If the Professional Service Provider 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 Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:

(1) 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.

(2) 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.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. 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 Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.

(4) 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 proposals to meet the goals.

(5) Making a portion of the work available to MBE or WBE sub=consultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE sub-consultants and suppliers, so as to facilitate meeting the goals.

(6) Making good faith efforts despite the ability or desire of a Professional Service Provider to perform the work of a contract with its own organization. A Professional Service Provider that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(7) 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.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Professional Service Provider.

(9) 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

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 18.02. Disputes Book 2.

9. Reporting and Record-Keeping Requirements

a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to t MBE and WBE sub-contractors.

10. Disqualification of MBE or WBE

a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

(1) The Professional Service Provider must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

(2) The Professional Service Provider's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of

performance; c)financial incapacity; d) refusal by the sub-consultant to honor the proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the sub-consultant to meet insurance, licensing or bonding requirements; g) the sub-consultant's withdrawal of its proposal; or h) decertification of the sub-consultant as MBE or WBE.

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

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

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

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

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

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

13. Non-Compliance

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

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

14. Severability

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

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

1. Name of joint venture _____

2. Address of joint venture _____
_____

3. Phone number of joint venture _____

4. Identify the firms that comprise the joint venture
_____
_____

   A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
   _____
   _____
   _____

   B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
   _____
   _____
   _____

5. Nature of joint venture's business
_____
_____

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

   A. Profit and loss sharing _____%

   B. Capital contributions, including equipment _____%

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

   D. Describe any loan agreements between joint venturers, and identify the terms thereof.
   _____
   _____

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

   A. Financial decisions

   _____

   B. Management decisions such as:

      1) Estimating

      _____

      2) Marketing and Sales

      _____

      3) Hiring and firing of management personnel

      _____

      4) Other

      _____

   C. Purchasing of major items or supplies

   _____

   D. Supervision of field operations

   _____

   E. Supervision of office personnel

   _____

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

   _____

   _____

   G. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the joint venture.

   _____

   _____

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

    _____

    _____

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

_____ Name of Joint Venturer	_____ Name of Joint Venturer
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date
State of _____ County of _____	State of _____ County of _____
On this _____ day of _____, 20___ before me appeared (Name) _____,	On this ____ day of _____, 20_____ before me appeared (Name) _____,
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture) _____ to execute the affidavit and did so as his or her free act and deed.	to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Joint Venture) _____ to execute the affidavit and did so as his or her free act and deed.
_____ Notary Public	_____ Notary Public
Commission expires: (SEAL)	Commission expires: (SEAL)

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: **Little Village/ Marshall Square Branch Library**

Project Number: **PS1499**

FROM:

Primera Engineers_____ MBE__X____ WBE _____
(Name of MBE or WBE)

TO:

__Harley Ellis Devereaux_____and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____February 16, 2009_____. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

M/E/P/FP/Voice Data, Lighting Consulting

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

Base Fee- $119,500 Lighting- $14,000 Security- $4,000
Reimbursables- $2,000

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

_0_ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

_0_ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

PRIMERA
Name of MBE/WBE Firm (Print)

Signature

2.16.09
Date

Ken Panucci
Name (Print)

312.606.0910
Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Signature

Date

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

Phone

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: **Little Village/ Marshall Square Branch Library**

Project Number: **PS1499**

FROM:

___Terra Engineering_____ MBE_____ WBE ___X____
(Name of MBE or WBE)

TO:

___Harley Ellis Devereaux_____and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated February 16, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
$34,400

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

__0__ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

__0__ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

__Terra Engineering_____ | _____
Name of MBE/WBE Firm (Print) | Signature
__February 16, 2009_____ | Karen Steingraber
Date | Name (Print)

_____
Phone

IF APPLICABLE:
By:

_____ | _____
Joint Venture Partner (Print) | Signature

_____ | _____
Date | Name (Print)
_____ | MBE ____ WBE ____ Non-MBE/WBE ___

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: **Little Village/ Marshall Square Branch Library**

Project Number: **PS1499**

FROM:

____Rubinos & Mesia_____ MBE___X____ WBE _____
(Name of MBE or WBE)

TO:

__Harley Ellis Devereaux_____and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____February 16, 2009_____. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
$64,130

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

__0__ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

__0__ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

_Rubinos and Mesia_____
Name of MBE/WBE Firm (Print)

Signature

__February 16, 2009_____
Date

__Dipak S. Shah_____
Name (Print)

312-870-6615
Phone

IF APPLICABLE:
By:

_____
Joint Venture Partner (Print)

_____
Signature

_____
Date

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

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Little Village/ Marshall Square Branch Library

Project Number: PS1469

FROM:

Terry Guest Design Assoc. Inc. MBE ✓ WBE ✓
(Name of MBE or WBE)

TO:

Harley Ellis Devereaux Architects and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated September 10, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Landscape Architecture, Urban Design, Site Planning Master Planning, Ecological Analysis, Consultant

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

to be determined $34,106

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

PARTIAL PAY ITEMS

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

None

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Terry Green Design Assoc. Inc.
Name of MBE/WBE Firm (Print)

February 12, 2009
Date

312 · 337. 9145
Phone

Signature

Theresa Green-Murphy, president
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: **Little Village/ Marshall Square Branch Library**

Project Number: **PS1499**

FROM:

Vistara Construction Services, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Harley Ellis Devereaux and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated September 5, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Cost Estimating

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

$24,000 (Multiple Phases)

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

PARTIAL PAY ITEMS

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

N/A

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

SUB-SUBCONTRACTING LEVELS

__0___ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

__0___ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

Vistara Construction Services, Inc.
Name of MBE/WBE Firm (Print)

Signature

2/13/09
Date

Bina V Nair
Name (Print)

312-986-8660
Phone

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Signature

Date

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

Phone

ty of Chicago
chard M. Daley, Mayor

partment of
ecurement Services

rbara A. Lumpkin
ief Procurement Officer

ty Hall, Room 403
1 North LaSalle Street
icago, Illinois 60602
12) 744-4900
12) 744-2949 (TTY)
tp://www.cityofchicago.org

September 21, 2007

RECEIVED
OCT - 1 2007
PRIMERA ENGINEERS, LTD.

Michael F. DeSantiago, President
Primera Engineers, Ltd.
100 South Wacker Dr., Suite 700
Chicago, IL 60606

Annual Certificate Expires: **November 1, 2008**
Vendor Number: **1008581**

Dear DeSantiago:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **November 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2008.**

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

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

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

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

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

January 22, 2009

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

Dear Mr. DeSantiago:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification **until March 1, 2009.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

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

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

R Cunniff

Lori Ann Lypson
Deputy Procurement Officer

LAL/bc

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BUILDING CHICAGO TOGETHER

CHICAGO WORKS

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

February 9, 2009

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

Dear Ms. Steingraber:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **WBE** certification **until May 1, 2009**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **WBE** in the following specialty area(s):

Professional Design Services; Engineering Consulting and Services

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

la

NEIGHBORHOODS

IL UCP Host: IDOT

CHICAGO WORKS

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

November 24, 2008

Dipak S. Shah, Presiden/CEO
Rubinos & Mesia Engineers, Inc.
200 South Michigan Avenue – Suite 1500
Chicago, Illinois 60604-2482

Annual Certificate Expires: **January 1, 2010**
Vendor Number: **742717**

Dear Mr. Shah:

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

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

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

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

Engineering Services and Consulting; Architectural Design Services; Stress Analysis; Construction Inspection Management; Structural Engineer Services and Consulting

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/la

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS TOGETHER

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

http://www.cityofchicago.org

September 19, 2008

RECEIVED
OCT - 9 2008
TERRY GUEN DESIGN ASSOC. INC.
CHICAGO, IL

Theresa Guen-Murray, President
Terry Guen Design Associates, Inc.
521 West Superior, Suite #327
Chicago, Illinois 60610

Annual Certificate Expires: **August 1, 2009**
Vendor Number: **1061907**

Dear Mrs. Guen-Murray:

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

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

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

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

Landscape Architect; Urban Design; Site Planning; Master Planning; Ecological Analysis Consultant

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ds

IL UCP Host: CITY OF CHICAGO

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

September 5, 2008

Bina V. Nair, President
Vistara Construction Services, Inc.
728 West Jackson Blvd., Suite 526
Chicago, Illinois 60661

Annual Certificate Expires: **October 1, 2009**
Vendor Number: **1049908**

Dear Ms. Nair:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **October 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009.**

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

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

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

Construction Management Services

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

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS

PUBLIC BUILDING COMMISSION OF CHICAGO

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS
(1 of 2)

Name of Project **Little Village/ Marshall Square Branch Library** Contract Number **PS1499**

Date _____

STATE OF ILLINOIS }
) SS
COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

_____
(Name of Affiant)
am the
_____ and duly authorized representative of
(Title)
_____
(Name of Company)
whose address is
_____

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
TOTALS					

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

_____
(Affiant)

_____
(Date)

On this _____ day of _____ 20 ____,

before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

_____
Notary Public
Commission Expires

(Seal)

EXHIBIT D
ELECTRONIC FILE TRANSFER AGREEMENT

ARCHITECT OF RECORD SERVICES
LITTLE VILLAGE/ MARSHALL SQUARE BRANCH LIBRARY
PS1499

ELECTRONIC FILE TRANSFER AGREEMENT

ELECTRONIC FILE TRANSFER AGREEMENT
Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: ELECTRONIC MEDIA

PROJECT NAME AND NO.:

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

TERMS OF AGREEMENT:

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

Architect:

_____
Architect Authorized Signature [date]

Acknowledged and Accepted for:

_____
Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

_____
Signature of Third Party [date]

08030

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2009

PRODUCER 800 969 4041 FAX 800 969 4081
Professional Concepts Insurance Agency Inc.
1127 S. US Hwy 23
Brighton, MI 48114
PS1499

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Harley Ellis Devereaux
401 West Superior
Chicago, IL 60610

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty Company of CT	
INSURER B: Charter Oak Fire Insurance Co.	
INSURER C: American Home Assurance Co.	
INSURER D: Lexington Insurance Co.	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Valuable Papers [ ] $150,000 Limit GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PROJECT [ ] LOC	6807322L113	01/01/2009	01/01/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BA7308L364	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	BE3833389	01/01/2009	01/01/2010	EACH OCCURRENCE	$ 10,000,000
						AGGREGATE	$ 10,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB2952T763	01/01/2009	01/01/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D		OTHER Professional Liability/Pollution Legal Liability	015054496	01/01/2009	01/01/2010	Limit: $5,000,000 Per Claim $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: 08030 - Little Village/Marshall Square Branch Library.
Public Building Commission of Chicago and City of Chicago are named as Additional Insureds as respects to General and Auto Liability only and would apply to the above named project so long as required within a written contract. Coverage is Primary and Non-Contributory. Waiver of Subrogation in favor of Additional Insureds applies.

4/1/2009 llh

CERTIFICATE HOLDER

Public Building Commission of Chicago and
City of Chicago
Public Building Commission Procurement Dept.
Richard J. Daley Center
Room 200
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mike Cosgrove/PAO
Michael Cosgrove

©ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2009

PRODUCER 800 969 4041 FAX 800 969 4081
Professional Concepts Insurance Agency Inc.
1127 S. US Hwy 23
Brighton, MI 48114

PS1499

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401 West Superior
Chicago, IL 60610

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
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						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
						MED EXP (Any one person)	$ 5,000
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B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BA7308L364	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	BE3833389	01/01/2009	01/01/2010	EACH OCCURRENCE	$ 10,000,000
						AGGREGATE	$ 10,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB2952T763	01/01/2009	01/01/2010	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
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