



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

CONSTRUCTABILITY REVIEW SERVICES

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

A. EPSTEIN AND SONS INTERNATIONAL, INC.

FOR

**CONSTRUCTABILITY REVIEW SERVICES
PS3016A**

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

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Mayor Lori E. Lightfoot
Chairman
Carina Sánchez
Executive Director

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EXECUTION PAGE

Constructability Review Services – PS3016A

THIS AGREEMENT ("Agreement") effective as of **February 13, 2019**, 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" or "PBC"), and **A. EPSTEIN AND SONS INTERNATIONAL INC.** with offices at **600 West Fulton Street, Chicago, IL 60661** (the "Consultant").

RECITALS

WHEREAS, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois and on behalf of various governmental agencies including, but not limited to, the City of Chicago, the Chicago Public Library, the Chicago Park District, the City Colleges of Chicago, and the Chicago Board of Education, (referred to individually or collectively, as the case may be, in this Agreement as the "**User Agency**"), and intends to undertake the construction, improvement and/or renovation of one or more projects in Chicago, Illinois (the "Project");

WHEREAS, the Commission requires certain professional services described in the Agreement in connection with the Project and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services; and

WHEREAS, the Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

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

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

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

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

EXECUTION PAGE

Constructability Review Services – PS3016A

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

PUBLIC BUILDING COMMISSION OF CHICAGO

By: 
Lori E. Lightfoot
Chairman

Date

By: 
Lori Ann Lypson
Secretary

8/29/19
Date

A. EPSTEIN AND SONS INTERNATIONAL, INC.

By: 

Print Name: Thomas E. Smiles

Title: Sr. V.P. / Director of Engineering



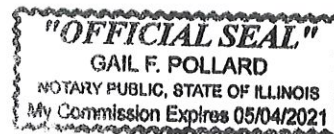
County of Cook
State of Illinois

AFFIX CORPORATE
SEAL, IF ANY, HERE

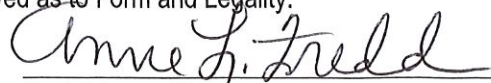
Subscribed and sworn before me by Thomas E Smiles
A. Epstein and Sons
as SrVP Director of Engineering of International, Inc this 20 day of August, 2019.


Notary Public

My Commission Expires 5/4/2021



Approved as to Form and Legality:

By: 
Neal & Leroy, LLC

8/27/19
Date

TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
 - a. **Agreement** means this Professional Services Agreement for Constructability Review Services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements and/or Task Orders made in accordance with the terms hereof.
 - b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
 - c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.
 - d. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.
 - e. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.
 - f. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
 - g. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Proposals response and accepted by the Commission.
 - h. **"OCDM" (or "the System")** refers to the PBC's designated On-line Collaboration and Document Management System. It shall be used by the Consultant to track the Work, manage Project(s), and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative
 - i. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide Constructability Review Services to the Commission, and other resources as required by the Commission, for the ongoing development of the Commission's projects as described in the Request for Proposal Scope of Services and this Agreement.
 - j. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or other legal entity other than the Consultant hired by the Consultant to perform professional services including, but not limited to: labor, materials and/or equipment, related to the performance of the Services and/or improvement of the Project.
3. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of said Resolution and will comply fully with all applicable portions thereof in performing the Services.

4. **Engagement and Standards for Performing Services.**

- a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.
- b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this 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 organizations providing Key Personnel performing services of a scope, purpose, and magnitude comparable with the Services to be performed under this Agreement. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.
- c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and in the manner required by this Agreement and any assigned Task Order. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables 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. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, and any assigned Task Order, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. The Commission may at any time in writing notify the consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement. Upon that notice, Consultant must suspend the Key Personnel from performing Services under this Agreement and must replace the Key Personnel with a person or persons with comparable professional credentials and experience. Such replacements are subjected to the reasonable approval of the commission. Consultant must request approval from the Commission prior to assigning Key Personnel using the Personnel Approval Form (Exhibit C to this Agreement).
- d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
- e. **Limitations on Sub-Consultants and Subcontractors.** Consultant 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.
- f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant 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 Consultant 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 Consultant, either under the Agreement, at law or in equity.
- g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes,

including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

- h. **Non-appropriation of Funds.** If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement. Such termination will be considered a termination for convenience. The Commission will not authorize the Consultant to provide services under this Agreement unless sufficient funds are appropriated to pay for the services.
 - i. **Firearms.** The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.
 - j. **Minimum Wage.** Consultant must comply with the City of Chicago Minimum Wage Ordinance (02014-9680; Chapter 01-24, et. seq., of the Municipal Code of the City of Chicago), as may be amended. A copy of the Ordinance may be downloaded from the Chicago City Clerk's website at https://www.chicago.gov/content/dam/city/depts/mayor/supp_info/Minimum%20Wage/O2014-9680.pdf. If the payment of prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Consultant must pay the prevailing wage.
 - k. **Participation by Other Government Agencies.** Other Local Government Agencies (defined examples below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the Commission, and (c) such purchases have no net adverse effect of the Commission and result in no diminished services from the Contractor to the Commission. Examples of such Local Government Agencies are the following: Chicago Board of Education, Chicago Park District, City College of Chicago, Chicago Transit Authority, and Chicago Housing Authority. Please note this list is not exhaustive, only a sample. Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The Commission will not be responsible for payment of any amounts owed by any other Local Government Agencies and will have no liability for the acts of omissions of any other Local Government Agency.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third-party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third-party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Consultant.**
- a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate

against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

- b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (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 Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.
- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at www.pbcchicago.com/pdf/RES_PBC_eccr_CodeofEthicsConsolApril%202013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **OCDM System.** The Commission may require the Consultant to use the Commission's Online Collaboration Document Management System ("OCDM") in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the OCDM procedures and submit progress reports and other Deliverables through the OCDM System. The Consultant must attend courses and receive training on the OCDM System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at OCDM System courses are **not** compensable by the Commission.
- h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.
- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

7. Term.

- a. The term of this Agreement is three (3) years with two (2) successive one (1) year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days' notice to the Consultant and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

- c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

8. Task Orders.

- a. **Task Order Service Requests.** During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR" or "RFP"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Consultant in responding to the Task Order Service Request.
- b. **Task Order Proposals.** Consultant must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, key personnel, budget, Deliverables, and any other information or documents listed in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under the Agreement and the Commission is not liable for any such costs.
- c. **Review Process.** The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Consultant negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Consultant must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.
- d. **Notice of Approval of Task Orders.** All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director (or designee). Absent approval of a Task Order, as described below, the Commission will not be obligated to pay or have any liability to Consultant for any Services or Deliverables provided by Consultant pursuant to such Task Order. An approved Task Order shall include, a signed approval on Commission letterhead, Consultant's proposal, approved Certificate of Insurance, and an approved MBE/WBE Compliance plan.
- e. **No Obligation.** Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Consultant in any solicitation for Task Order Proposals.

9. **Compensation of Consultant; Submission of Invoices through OCDM.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall be based on each duly approved Task Order, but in any case, shall not exceed the sum of **\$1,500,000** (One Million Five Hundred Thousand Dollars and no/100). The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the OCDM System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through the PBC's OCDM will result in delayed or non-payment to the Consultant.

10. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

- b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
 - c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
 - d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
 - e. **Legal, Auditing and other Services.** The Commission shall 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 Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
 - f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.
 - h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.
11. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, 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 an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.
12. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, and the Consultant, insurance coverage as set forth in Exhibit E – Insurance Requirements.
13. **Default.**
- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
 - i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (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 ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
 - ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
 - iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
 - iv. The Consultant 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 shall take any action in furtherance of any of the foregoing; or

- v. There shall be commenced any proceeding against the Consultant 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 sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.
 - vi. Failure of the Consultant to comply at all times with the requirements of relevant Federal, State, and Municipal Codes, Rules, Regulations, including but not limited to Chicago Municipal Code Section 4-6-250 and Chicago Municipal Code Section 4-6-260.
- b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
- c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
14. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.
15. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.
16. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.
17. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this

Agreement, shall 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. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

18. Miscellaneous.

- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
- b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto 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 herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
- c. **Force Majeure.** Neither of the parties shall 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 shall 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 Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be 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 Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant 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 Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

SCOPE OF SERVICES & TASK ORDER PROCESS

BACKGROUND AND SCOPE OF SERVICES

A. INTRODUCTION

Created as an independent governmental unit, the Public Building Commission of Chicago (the "PBC" or "Commission") plans, designs, builds, and renovates, public facilities for governmental agencies in the Chicago and Chicagoland area that reflect the highest standards of environmental and economic sustainability. Our clients include, but are not limited to, the City of Chicago, Chicago Public Schools, Chicago Public Library, Chicago Park District, Chicago Fire Department, City of Chicago Department of Fleet and Facility Management, City Colleges of Chicago, Metropolitan Water Reclamation District, and Cook County.

The PBC is currently soliciting qualifications and proposals from firms interested in providing Constructability Review Services ("Services") to the PBC.

The PBC accepts and encourages Joint Venture Partnerships and strongly encourages participation with MBE or WBE firms. Respondents interested in Joint Venture Partnerships must have the appropriate licensure/qualifications, and combined financial and technical capacity required by this solicitation.

A completed Disclosure Affidavit (Exhibit B) must be submitted by firms interested in submitting as joint venture entity. Respondents must submit a copy of the entity's Joint Venture Agreement which clearly identifies the resources, capabilities, and capacity of each joint venture firm available to be allocated to the performance of the Agreement.

B. INTENT

The intent of this Request for Proposals ("RFP") is to identify and prequalify Constructability Review Firms to provide Constructability Review Services for various projects that may be undertaken by the Commission. It is the intent of the Commission to generate a pool of firms to perform the Services. Qualified firms interested in submitting proposals to provide such services are required to follow the guidelines and instructions contained in this RFP. The PBC, at its sole discretion, may choose to retain none, one, or more firms to perform the Services.

C. SCOPE OF SERVICES

The Commission is seeking a firm to provide constructability review services for various projects. The services may include, but are not limited to: reviewing design documents at all phases of a project, provide reports detailing any and all issues, including identifying any alleged design errors and/or omissions, built-in flaws, site logistics and constraints that may impact construction material or contractor procurement, work activities, construction costs, and overall project delivery schedule. In addition prepare and maintain detailed lessons learned and best practices logs, as requested.

The Selected Respondent(s) shall, at all times, work collaboratively with the Commission, the corresponding Design Team, any/all Sub-Consultants, Contractors, Construction Managers, and Design-Builders, as well as all regulatory agencies throughout the life of the project.

The general administration and coordination activities to be performed by the Selected Respondent(s) include but are not limited to the below:

- Provide adequate staff to coordinate and support all required Services.
- Attend kickoff and periodic milestone meetings as required.
- Perform field visits and related activities, as required, to become thoroughly familiar with the site and conditions surrounding the site, as well as, document the conditions observed on the site.
- Work with the Commission to evaluate the risk associated with various designs and ensure that variables such as site logistics, material, design, etc., are adequately reviewed for constructability.
- Advise on the advantages and disadvantages various project delivery methods may have on constructability.
- Participate in value engineering exercises and evaluate proposed building design systems as to the effects of such exercises on quality and constructability.
- Conduct detailed reviews of construction cost estimates at every phase of design and construction.

- Review any/all proposed and executed changes in work ("change orders") for development and maintenance of lessons learned and best practices logs.

The Selected Respondents will also be responsible for providing the following services:

1. Constructability review of the 50% and 100% Construction Document milestones. The Selected Respondent(s) shall review the Construction Documents to determine their adequacy and completeness of the project.
2. Any review shall, at a minimum, consist of plans and specifications, in addition to information found in reference documents and geotechnical reports. Site inspection may be required.
3. Selected Respondent(s) shall identify risks including conflicts, errors and omissions that could impact cost, schedule or quality of the work.
4. Selected Respondents shall provide written comments in a format determined by the Commission (alternative formats may be considered).
5. Selected Respondents may also be required to back check the 50% review comments at the 100% review milestone.

The Selected Respondent is also responsible for any and all 'as assigned' aspects of Constructability Review Services required by the Commission, which may include, but not be limited to:

1. Providing education and training in areas of Constructability Review and QA/QC processes.
2. Providing all related services such as: field visits, coordination meetings with the Project Manager, and other Constructability Review related work.

D. ADDITIONAL CONTRACT REQUIREMENTS

1. Respondents shall be responsible for providing all labor, equipment, material and consumables necessary for the production of the Services.
2. The Commission will not be obligated to any minimum or maximum number of projects assigned.
3. Selected Respondents must be licensed as applicable, and be in good standing with the licensing authority. Proof of Licensure is required, and is subject to Commission review/approval.
4. All work completed will be subject to inspection and approval by the Commission. The Commission reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the Respondent(s).
5. Any designs, drawings, pictures, blueprints, etc., whether electronic and/or hard copy, provided by the Commission and/or the Authorized Commission Representative(s) for use in obtaining permits, or any duty/activity requiring a license, may involve property rights of the Commission and all such documents shall be held as confidential by the Respondent(s).
6. Incomplete work, or any inaccurate information, may make Respondent ineligible for future assignments, if any.

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TASK ORDER PROCESS

A. TASK ORDER PROCESS

Respondents must perform the requested Constructability Review Services in a satisfactory manner consistent with the standard of performance stated in Exhibit F – Form of Agreement. Such Services will be determined on an as-needed basis and as described in a Task Order Services Letter. Respondents will be solely responsible for the professional and technical accuracy and completeness of all work and/or materials furnished.

1. Task Order Rotation

- a. The PBC has the discretion to issue a Task Order to the Selected Respondent in one of the following manners:
 - i. Rotational Basis: In an effort to ensure equitable distribution of the Task Orders, the PBC may opt to assign the work on a rotational basis.
 - ii. Solicit competition from multiple Selected Respondents: In an effort to ensure competition, the PBC reserves the right to solicit pricing from a subset of the Selected Respondents.
 - iii. Directed Task Order: The PBC reserves the right to award a Task Order to a Selected Respondent. A Directed Task Order assignment may be the option of choice when:
 - a) The project requires specific expertise, knowledge, and/or past experience;
 - b) The PBC is attempting to meet aspirational goals designed to eradicate the effects of inherent competitive disadvantages in the award of contracts;
 - c) Performed similar services in the past;
 - d) The emergency nature of the assignment;
 - e) The project would be best served by the specific skillset of personnel found within a particular firm; or
 - f) Any reason outlined by the Commission.

2. Task Order Request

- a. For services as described in Scope of Services, the PBC will issue a Request for Proposal to an assigned Respondent, via e-mail, describing the project, scope of services required, special conditions (if applicable), required completion date, and all other pertinent information.
- b. Respondent(s) will have a specified number of days to respond to all items found within the Task Order Request which include Respondent's proposed MBE/WBE Plan. Failure to respond to the PBC's Request in a timely fashion may result in the PBC moving on to the next available Respondent(s). It is the sole responsibility of the Respondent to seek clarification on the Request prior to commencement of services.

B. TASK ORDER ACCEPTANCE AND ISSUANCE

1. Task Order

- a. If the proposal is accepted, the PBC will, by written Task Order signed by the Commission, authorize the Respondent to perform the Services as described in the Task Order.
- b. The Commission reserves the right to request a scope review meeting prior to commencement of the Services, to ensure all scope and logistical items have been appropriately planned for by the Respondent.

SCHEDULE A

COST PROPOSAL

SCHEDULE A FOLLOWS

**CONSTRUCTABILITY REVIEW SERVICES – PS3016
SCHEDULE A – COST PROPOSAL BASED ON PERSONNEL**

A. HOURLY RATE(S) / RANGE

PERSONNEL		HOURLY RATE(S) RANGE
1	Principal/Discipline Director	\$240.00-\$275.00
2	Project Manager	\$145.00-\$165.00
3	Quality Control	\$143.00-\$154.00
4	Project Architect	\$115.00-\$143.00
5	Technical Coordination	\$76.00-\$82.00
6	Estimating	\$86.00-\$102.00
7	Other: Senior Project Engineer (Civil)	\$133.00-\$168.00
8	Other: Senior Project Engineer (MEP)	\$153.00-\$189.00
9	Other: Senior Project Engineer (Structural)	\$137.00-\$180.00
10	Other: Senior Project Architect	\$143.00-\$154.00
11	Other:	\$
12	Other:	\$
13	Other:	\$
14	Other:	\$

SCHEDULE B

KEY PERSONNEL

SCHEDULE B FOLLOWS

Education

University of Illinois, BS, Civil Engineering, 1982
DePaul University, MBA, Finance, 1988

Registration**Professional Engineer:**

Illinois – 062043785, Exp. 11/30/2019,
Issued 09/01/1987 **NCEES** – 17190, Issued 9/1998

**Summary of Experience**

Mr. Smiles joined Epstein in 1989 and currently has 34 years of experience in the design, construction, management and QA/QC review of transportation and site development projects. He has worked on various municipal, commercial and industrial projects. His experience includes the design of airfields, runways, highways, pavements, roadways, geometrics, profiles, water mains, water distribution systems, fire protection mains, underground utilities, storm and sanitary sewers, open and closed drainage systems, stormwater detention basins and storage pipes, earthwork balancing, erosion control, energy disposition and pavement structures. Mr. Smiles currently directs Epstein's full service engineering design team and in this role is responsible for providing executive leadership for Epstein's civil, MEP/FP, and structural engineering.

Mr. Smiles has extensive experience managing and directing multi-member engineering teams including massive public infrastructure projects for airports, urban arterials and highways. These projects include the first new runway at O'Hare International Airport (9L-27R) as well as the \$888M McCormick Place Convention Center West Expansion.

B. Experience /Familiarity with Various Regulatory Agencies

Chicago Department of Aviation, Midway Bridge Inspections – *Chicago, Illinois*: Principal in Charge for the NBIS inspections of 10 ramp and bridge structures, 3 elevated parking structures and 1 below ground reinforced concrete storm water detention structure at Midway International Airport. Element Level forms and comprehensive reports were completed for each structure in IDOT's database. A structure condition report will be prepared for the parking structures. Portions of the work were performed at night to reduce the impact to motorists. Coordination was required with the Department of Aviation to obtain clearances and access to the structures.

Chicago Department of Aviation, O'Hare Bridge Inspections – *Chicago, Illinois*: Principal in Charge for the NBIS inspections of 11 ramp and bridge structures, 2 taxiway bridges and the main terminal elevated parking structure at Chicago O'Hare International Airport. Element Level forms and comprehensive reports were completed for each structure in IDOT's database. A structure condition report will be prepared for the parking structure. Portions of the work were performed at night to reduce the impact to motorists. Coordination was required with the Department of Aviation to obtain clearances and access to the structures.

Chicago Department of Aviation, O'Hare International Airport, Utility Ring Tunnel – *Chicago, Illinois*: Principal-in-Charge for the condition assessment and design of necessary concrete repairs in the ring tunnel under Terminals 1, 2, 3 and 5 as well as the utility tunnels under Concourses B, C, E, F, G, H, K and L at O'Hare International Airport. Responsibilities include identifying necessary concrete repairs, investigation of water infiltration, comprehensive report with recommended repairs,

design of emergency shoring of suspended utilities and design of concrete repairs.

O'Hare International Airport High Temperature Water Generators – *Chicago, Illinois*: Project director for a project to replace the High Temperature Water Generators at Chicago O'Hare International Airport. The Heating and Refrigeration (H&R) Plant of O'Hare International Airport is presently equipped with eight 75,000 MBH output High Temperature Water (HTW) Generators. This project involves design work for the systematic replacement of these HTW Generators along with their associated equipment.

Illinois Tollway Systemwide Maintenance Facility Master Planning - *Multiple Locations, Illinois*: Principal-in-charge for Phase I and Phase II engineering services for the development of a strategic system-wide Master Plan to include LEED certified structures, site specific master plans, and phased repair plans for the Illinois Tollway's maintenance facilities. As a part of the Move Illinois Program, the Tollway is reconstructing and rehabilitating its aging maintenance facilities. Five facilities will be reconstructed and replaced with buildings sized at approximately 42,500 square feet. Two will be reconstructed and relocated and replaced with buildings sized at approximately 90,000 square feet. A temporary facility maybe constructed for the Elgin O'Hare Western Access which may be later replaced or expanded with a 90,000 square foot facility. Two facilities will be rehabilitated. The project will also assess the current condition of the existing facilities and develop contract plans to keep them in a state of good repair until they are reconstructed or rehabilitated.

B. Construction Projects less than \$10 Million Dollars

O'Hare International Airport Restroom Modernization – *Chicago, Illinois*: Project manager for the renovation and expansion of 22 existing men's and women's restrooms in Terminals 1 and 3 at Chicago's O'Hare International Airport. In addition, several family restrooms and mother's rooms are being integrated into the new designs. The new restrooms will be modernized to include state-of-the-art lavatories with water, soap and hand dryer dispensers all located at the sink in order to reduce paper waste and water on the floor. Toilet stalls will be made wider and deeper to improve overall circulation and comfort for passengers. Energy efficient lighting will be installed and mechanical exhaust improved to complement the updated restrooms. Lastly, new finishes and materials have been selected to provide long term durability while improving the travelers' experience.

B. Construction Projects between \$10 and \$50 Million Dollars

O'Hare International Airport Pedestrian Tunnels Water Infiltration Remediation – *Chicago, Illinois*: Principal in Charge for civil and structural engineering services for the investigation and construction documents to eliminate water infiltration into the pedestrian tunnels connecting O'Hare International Airport's Terminals 1, 2, and 3 to the O'Hare Hilton, EPS and Lot C. Project includes new underdrain, surface improvements, structural repairs and storm sewer replacement and lining.

Daily's Premium Meats Bacon Plant - *St. Joseph, Missouri*: Principal-in-charge for a Design-Build assignment to construct Daily's new pork processing plant in St. Joseph, Missouri. This \$41.5 million plant focuses on producing sliced-to-order naturally hardwood smoked bacon. The Daily's plant also includes approximately 22,000 square feet of refrigerated storage and coolers ranging in temperature from 34 degrees to a -10 degree freezer.

Education

Woodbury University, M.B.A. (Master of Business Administration), 2003
Woodbury University, BArch (Bachelor of Architecture), 1997

Registrations

Registered Architect: Illinois, #001.019768, Exp. 11/30/2018, Issued 3/19/2007 (NCARB No. 62,029)

Affiliations

American Institute of Architects (AIA)
National Council of Architectural Registration Boards (NCARB)



Member of Delta Mu Delta National Honor Society in Business Administration
U.S. Green Building Council Candidate

Awards

Delta Mu Delta National Honor Society Award
AIA San Fernando Chapter Citation Award, California Legislature Assembly
Citation/Design Excellence Award, Culver City
AIA San Fernando Chapter Citation Award, California Legislature Assembly
Citation/Design Excellence Award, American

AIA Inland Empire Chapter Merit Award, Helms Bakery Project, WWCOT
AIACC Mel Ferris Award for Outstanding Educational and Design Achievements
AWA Co-Chair, Los Angeles Chapter
AIA National Convention Volunteer

Summary of Experience

Mr. Chu joined Epstein in 2012 bringing with him over 15 years of AEC industry design and management experience. As a Project Manager, Mr. Chu is experienced in providing design and technical leadership to multi-/interdisciplinary teams, on a wide-range of complex and global projects, while successfully managing organizational resources in order to ensure that projects are delivered to clients on schedule and on-budget, resulting in exceeded expectations and client satisfaction. Mr. Chu also has experience in delivering organizational oversight and leadership that effectively manages legal issues, financials and profitability, personnel, staffing requirements, work plans, project schedules, client relations, policies and procedures, business development, marketing, risks, facilities, communications, technologies, and so on, in order to ensure overall operational efficiencies.

A. Past Performance and Experience with all aspects of Constructability Review

Jacob K. Javits Convention Center Transformer Building (Technical Services) – *New York, New York*: Project manager for a three-story structure that will feature elevated, enclosed platforms and will be built over the Javits Center's existing transformer yard and above the flood plain in order to meet the increased electrical demand of the soon to be expanded building. This facility will house transformers, back-up generators and other electrical equipment required to power the \$1.5B expansion of the Javits Convention Center.

B. Experience/Familiarity with Various Regulatory Agencies

Chicago Municipal Code Compliance – *Chicago, Illinois*: Project manager for a multi-project code review of proposed residential, office and retail buildings throughout Chicago. For the past two years, Epstein's architectural, MEP/FP and structural engineering staff have served as the Code Reviewer

for the City of Chicago's Department of Buildings providing Professional Municipal Code Compliance Review Services. In this role, Epstein's senior level staff with extensive experience in applying City of Chicago Building Codes, reviews drawings submitted by Development Teams and then makes comments utilizing the City's on-line Hansen and Project Dox system. Additionally, any subsequent comments by the Development Team will also be reviewed by Epstein's staff and all code issues will be resolved before a Notice of Plan Compliance is issued to the City.

City of Naperville, Naperville Downtown Area PA/Sound System Study – Naperville, Illinois:

Project Manager for professional services related to the survey of existing Downtown Area PA/Sound System and a recommendation study for a new system for the Naperville Downtown Area. Also, as part of the study, Epstein shall also provide a list of equipment required for the City's designated sound system areas/locations along with associated pricing for procurement, so that the City can take appropriate steps in order to have the new system operational before the next Holiday Season – 2014.

C. Renovation Projects over \$1 Million Dollars

Jacob K. Javits Convention Center Expansion Program Development - New York, New York:

Project manager for the planning, programming and preliminary design services for a \$1.5B expansion to the Jacob K. Javits Convention Center. This 'indicative design' was then used by the Empire State Development Corporation, the operators of Javits, to award a Design-Build contract to complete the expansion program and concepts. The program that Epstein helped develop for the expanded Javits Convention Center, which will pursue LEED-NC Silver Certification, includes 45,000 square feet of state-of-the-art meeting rooms, a 55,000 sf ballroom (making it the largest in the New York region), 27 new loading docks, new kitchen and food service areas, a green roof terrace and pavilion capable of accommodating 1,500 people, and 90,000 square feet of new permanent exhibition space, that when combined with existing space, creates an approximately 500,000 square foot exhibition hall.

La Quinta Inn & Suites LAX Renovation – Los Angeles, California: Architect of Record for the interior and exterior renovation of the La Quinta Inn & Suites LAX located at 5249 West Century Boulevard in Los Angeles, California. Epstein, working in collaboration with Gettys One, will provide architectural design, structural design, MEP/FP engineering services and lighting design for the project. Gettys One is providing interior design services. Epstein's scope of work includes schematic design, design development, construction documents, bidding/permit, and construction administration. Renovation includes the interior and exterior façade and design work for a total of 278 rooms.

La Quinta San Francisco Inn & Suites Renovation – San Francisco, California: Architect of Record for exterior building enhancements to remodel a La Quinta Inn & Suites. The project applies large format stone tile to a portion of the existing facade. Other exterior enhancements include painting of existing EIFS and modifications to the porte cochere.

La Quinta San Bernardino Inn & Suites Renovation – San Bernardino, California: Architect of Record for exterior building enhancements to remodel a La Quinta Inn & Suites. The project applies large format stone tile to a portion of the existing facade. Other exterior enhancements include painting of existing EIFS and modifications to the porte cochere.

Education

Bradley University, M.S., Civil Engineering, 1991
Bradley University, B.S., Civil Engineering, 1990

Certifications

Professional Engineer: **Illinois**, #062049715, Exp. 11/30/2019, Issued 02/09/1995;
Structural Engineer: **Illinois**, #081005515, Exp. 11/30/2018, Issued 02/24/1998;
Model Law Structural Engineer
Certified Structural Peer Reviewer – City of Chicago #200318291

**Summary of Experience**

Mr. Suarez joined Epstein in 2009, is licensed as both an SE and PE, and has a wide variety of project experience with residential, commercial, industrial, higher education, laboratory, data center, public service, institutional, telecommunications, aviation related buildings and parking structures. His diverse project base complements Epstein's unique project portfolio. He has over 20 years of experience in structural engineering and analysis and has worked previously at Teng & Associates, Carl Walker Inc., and Sargent & Lundy.

Tom has a good balance of structural engineering departmental leadership, project management and is experienced as the lead structural engineer for high rise (1,000 ft +) projects.

B. Experience /Familiarity with Various Regulatory Agencies

City of Chicago, Department of Construction and Permits – *Chicago, Illinois*: Structural Engineering consultant performing permit plan reviews for various commercial, institutional, and residential projects submitted to the City of Chicago for building permit. Projects reviewed included many hi-rise buildings including Block 37, Chicago Spire, 353 N Clark, 151 N Wacker, The Regatta, and 10 E Delaware.

Illinois Tollway Systemwide Maintenance Facility Master Planning – *Multiple Locations, Illinois*: Chief structural engineer for Phase I and Phase II engineering services for the development of a strategic system-wide Master Plan to include LEED certified structures, site specific master plans, and phased repair plans for the Illinois Tollway's maintenance facilities. As a part of the Move Illinois Program, the Tollway is reconstructing and rehabilitating its aging maintenance facilities. Five facilities will be reconstructed and replaced with buildings sized at approximately 42,500 square feet. Two will be reconstructed and relocated and replaced with buildings sized at approximately 90,000 square feet. A temporary facility maybe constructed for the Elgin O'Hare Western Access which may be later replaced or expanded with a 90,000 square foot facility. Two facilities will be rehabilitated. The project will also assess the current condition of the existing facilities and develop contract plans to keep them in a state of good repair until they are reconstructed or rehabilitated.

O'Hare International Airport, Utility Ring Tunnel – *Chicago, Illinois*: Chief structural engineer for the condition assessment and design of necessary concrete repairs in the ring tunnel under Terminals 1, 2, 3 and 5 as well as the utility tunnels under Concourses B, C, E, F, G, H, K and L at O'Hare International Airport. Responsibilities include identifying necessary concrete repairs, investigation of water infiltration, comprehensive report with recommended repairs, design of emergency shoring of suspended utilities and design of concrete repairs.

O'Hare International Airport Pedestrian Tunnels Water Infiltration Remediation – *Chicago, Illinois*: Structural Engineer for civil and structural engineering services for the investigation and construction documents to eliminate water infiltration into the pedestrian tunnels connecting O'Hare International Airport's Terminals 1, 2, and 3 to the O'Hare Hilton, EPS and Lot C. Project includes new underdrain, surface improvements, structural repairs and storm sewer replacement and lining.

C. Construction Project between 10 and 50 Million Dollars

Park Plaza Senior Living Facility– *Chicago, Illinois*: Structural engineering principal for an expansion and partial renovation to the Park Plaza Senior Living Center in Chicago, Illinois. For this modern Jewish Orthodox senior retirement facility, Epstein completely renovated the lobby as well as designed new finishes for all of the ground floor model apartments. In addition, the project also included the design of a new 3,600 square foot synagogue as well as a new glass galleria which serves as the "social corridor" (aka Main Street), and lobby addition for residents and guests to interact and relax. Lastly, this project featured numerous site work improvements including a new 30" wide landscaped courtyard and drop-off for residents and guests.

C. Renovation Projects over 1 Million Dollars

Rise Group/Public Building Commission Peer Review – *Chicago, Illinois*: Structural engineer for peer review services for projects under subcontract to the Rise Group, the program managers of the Public Building Commission's design and construction program. Epstein's architects and engineers reviewed 60% and 90% Construction Documents for multiple public sector projects including prototype neighborhood Libraries, Fire Stations and Police Stations. Emphasis was placed on multi discipline coordination and the clear portrayal of the scope of work for efficient bidding.

Specific projects included:

- | | |
|------------------------------------|--------------------------------|
| ▪ West Humbolt Park Branch Library | ▪ Edgewater Branch Library |
| ▪ Little Village Branch Library | ▪ Engine Company 109 |
| ▪ Dunning Branch Library | ▪ Engine Company 16 |
| | ▪ 12th District Police Station |

Edward Hines Jr. VA Hospital Façade – *Hines, Illinois*: Structural principal for the façade replacement of the 13-story Building 200 at Edward Hines Jr. VA Hospital located in Hines, Illinois. Epstein is providing architectural, MEP/FP and structural engineering services. Epstein provided the design of a new enclosure system that includes new windows, glass spandrel panels, enclosure attachments, weather membrane, flashing, interior finish modifications, insulation and interface details at the top and bottom of the tower with existing conditions. The main feature of the project is to allow the VA - in the future – to remodel the interior departments of Building 200, along with the ability to open up the exterior wall by removing demountable panels that were installed in this renovation. The façade replacement is being completed in multiple phases and coordinated with the ongoing operations of the hospital.

Education

Colorado State University, BS,
Civil Engineering, 1995

University of Illinois at Chicago,
Graduate Work 2004-2005

Registrations

Professional Engineer: **Illinois**, #062-056520, Exp.
11/30/2019, Issued 05/13/2003;
Structural Engineer:
Illinois, #081-006502, Exp. 11/30/2018, Issued 06/28/2007

**Affiliations**

American Society of Civil Engineers
American Institute of Steel Construction

Summary of Experience

Mr. Lach joined Epstein in 2000 bringing with him four years of design and analysis experience that includes commercial and industrial building systems as well as multiple span bridge structures. During Mr. Lach's tenure with Epstein he has been responsible for the structural design of convention/exhibition centers, high-rise office buildings, residential & mixed-use developments, manufacturing facilities, distribution centers and educational facilities. His expertise includes the design of structural steel, reinforced concrete, masonry, and hybrid roof systems.

B. Experience /Familiarity with Various Regulatory Agencies

Chicago Municipal Code Compliance – *Chicago, Illinois*: Structural engineer for a multi-project code review of proposed residential, office and retail buildings throughout Chicago. For the past two years, Epstein's architectural, MEP/FP and structural engineering staff have served as the Code Reviewer for the City of Chicago's Department of Buildings providing Professional Municipal Code Compliance Review Services. In this role, Epstein's senior level staff with extensive experience in applying City of Chicago Building Codes, reviews drawings submitted by Development Teams and then makes comments utilizing the City's on-line Hansen and Project Dox system. Additionally, any subsequent comments by the Development Team will also be reviewed by Epstein's staff and all code issues will be resolved before a Notice of Plan Compliance is issued to the City.

Illinois Department of Transportation, Various Structures, District 4 – Various

Locations: Structural Engineer for the planning and design of various bridges in IDOT District 4. The

bridges include final design of four 3-span Interstate structures carrying I-74 over Pope and Henderson Creeks in Knox and Henry Counties and Phase I and II services for a two span deck beam structure carrying US67 over Henderson Creek.

Midway Airport North Security Hall Expansion – Chicago, Illinois: Structural design engineer for the preliminary design of a five-span, pre-cast, partially post-tensioned concrete pedestrian bridge. Constructability and minimizing road closures were major factors in determining structure type.

C. Renovation Projects over 1 Million Dollars

Edward Hines Jr. VA Hospital Building 12 & 200 Lobby Renovation/Expansion– Hines, Illinois: Structural engineer for the renovation of Building 12, as well as the Lobby renovation/expansion of the Main Hospital Building 200 at the Edward Hines Jr. VA Hospital in Hines, Illinois. The VA uses the facility as a fitness center and office space for its compensation and pension groups. The project achieved LEED-NC Gold certification. The replacement lobby on the north side of Building 200 features a 4,000 square foot expansion of the existing 6,000 square foot main lobby.

Edward Hines Jr. VA Hospital Building 13 Renovation – Hines, Illinois: Structural engineer for the renovation of a 29,500 square foot building and 3,000 square foot addition on the Hines VA Campus. Building 13 was initially designed in 1929 as a Nurses Quarters. In 1971 it was renovated into a Blind Rehabilitation Center. The current renovation provides new clinical outpatient facility for their mental health program. In addition to the renovation, the project includes a new Winter Garden space which acts as a new entry into Buildings 13 and 12. The project achieved LEED-NC Gold certification.

Edward Hines, Jr. VA Hospital – Lower Roof Replacement of Building 200 – Hines, Illinois: Structural engineer for the complete lower roof replacement of Building 200, the main hospital on campus. The roof has previously failed numerous times and its replacement is crucial to the continued health of patients, doctors and other VA personnel. The project also includes the design of two new enclosed conditioned roof penthouses for hospital mechanical equipment serving critical care, operation room and surgical suites.

McCormick Place Convention Center West Expansion – Chicago, Illinois: Project engineer for the 2,349,636 square foot addition. This expansion involved adding approximately 459,000 square feet of exhibition space, 140,750 square feet of meeting/banquet space, a 103,750 square foot ballroom and associated food and support service spaces. The building features composite concrete slabs and steel framing as well as long span steel roof trusses.

Education

University of Illinois, BS, Civil Engineering, 1984

Registrations

Professional Engineer:

Illinois, 062-048902, Exp. 11/30/2019, Issued 02/17/1994

Certifications

Illinois Association for Floodplain and Stormwater Management, Association of State Floodplain Managers - Certified Floodplain Manager, IL-18-00827, Exp. 1/31/2021, Issued 9/28/2018

**Summary of Experience**

Mr. Hilty joined Epstein in 1991, and currently has over 33 years of civil engineering design experience. Mr. Hilty is skilled in managing a project team involved in the design and construction of roadway improvement projects, warehouse/distribution facilities, commercial/retail facilities, and various site development projects. His responsibilities include contract preparation, scheduling of manpower, supervising engineering staff, coordinating with multi-discipline project teams, establishing program design criteria, reviewing local code requirements, and providing technical support.

Mr. Hilty is skilled in providing designs for the site development and drainage design projects. He has provided designs for the construction of new and the rehabilitation and reconstruction of existing roadway systems. His responsibilities include design and quality assurance for construction documents; preparing applications and obtaining permits from municipal, county and state agencies; design of sewage lift stations; preparation of storm-water management reports using various software programs; preparing construction specifications; coordinating geometry site layout and surveys; developing topography from field data; calculating structural pavement designs; and preparing cost estimates.

B. Experience /Familiarity with Various Regulatory Agencies**Illinois Tollway Systemwide Maintenance Facility Master Planning – Multiple Locations, Illinois:**

Project Engineer for Phase I and Phase II engineering services for the development of a strategic system-wide Master Plan to include LEED certified structures, site specific master plans, and phased repair plans for the Illinois Tollway's maintenance facilities. As a part of the Move Illinois Program, the Tollway is reconstructing and rehabilitating its aging maintenance facilities. Five facilities will be reconstructed and replaced with buildings sized at approximately 42,500 square feet. Two will be

reconstructed and relocated and replaced with buildings sized at approximately 90,000 square feet. A temporary facility maybe constructed for the Elgin O'Hare Western Access which may be later replaced or expanded with a 90,000 square foot facility. Two facilities will be rehabilitated. The project will also assess the current condition of the existing facilities and develop contract plans to keep them in a state of good repair until they are reconstructed or rehabilitated.

Midway International Airport Concourse A-Infill Addition – Chicago, Illinois: Senior Design Engineer responsible for the civil engineering design that included water main relocation, drainage and storm sewer design, pavement design, tarmac striping and service vehicle circulation analysis. Epstein provided architectural design, as well as civil, mechanical, and structural engineering services for a 2-story, 56,000 square foot addition to the American Trans Air Concourse at Midway Airport. This addition was designed so that the architecture is seamless with the existing building. All interior and exterior finishes match existing. The site work included civil engineering design for the demolition and replacement of the operations apron and baggage transfer area around the addition used for shuttle buses, luggage tugs, and maintenance and service equipment. Epstein designed the relocation of a fire protection main and fire hydrants, site drainage to existing sewer inlets, and pavement striping. The project was designed in 2 phases in order to allow the construction to proceed with minimal interruption to the terminal operations.

C. Construction Project between \$10 and 50 Million Dollars

Park Plaza Senior Living Facility – Chicago, Illinois: Senior Civil Engineer for an expansion & partial renovation to the Park Plaza Senior Living Center in Chicago, Illinois. For this Modern Jewish Orthodox senior retirement facility Epstein completely renovated the lobby as well as designed new finishes for all of the ground floor model apartments. In addition, the project also included the design of a new 3,600 square foot synagogue as well as a new glass Galleria which serves as the "social corridor" (aka Main Street) and lobby addition for residents and guests to interact and relax. Lastly, this project featured numerous site work improvements including a new 30' wide landscaped courtyard and drop-off for residents and guests.

C. Renovation Projects over 1 Million Dollars

Edward Hines Jr. VA Hospital Building 12/200 Renovation and Site Improvements – Hines

Illinois: Renovation of a 23,600 square foot building, new canopy/building entrance, and 4,000 square foot expansion to the existing Main Hospital lobby. Civil Project Manager responsible for site design that included grading, vehicular paving, vehicular maneuvering evaluation using AutoTurn, concrete and decorative paving within a landscaped courtyard area, storm and sanitary sewer. Utility design included coordination with ongoing electrical distribution relocations where sewer structure locations and pipe clearances were verified.

Education

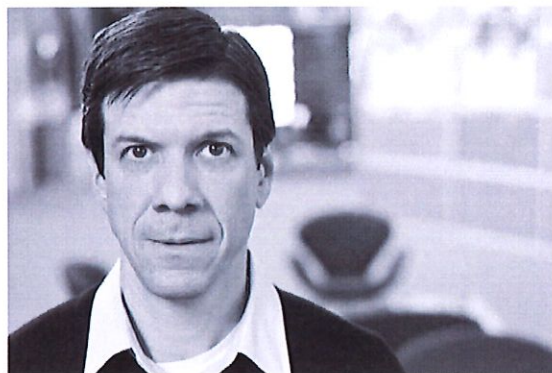
Illinois Institute of Technology, Bachelor of Architecture, Graduated with Honors, 1988

Registrations

Registered Architect: **Illinois**, # 001022600, Exp. 11/30/2020, Issued 7/03/2014

Affiliations

American Institute of Architects

**Summary of Experience**

Mr. Robertson joined Epstein in 2005 with over 17 years of experience. His responsibilities have included design team coordination and supervision of construction document preparation, participation in code approval process, and administration of large, complex projects during construction. His daily responsibilities include tracking job progress, maintaining informative dialogue with the owner's representative and client and the dissemination of contract documents.

During his eleven years with Epstein, Mr. Robertson has served as the leading technical architect for a wide variety of projects including convention/exhibition centers, high-rise residential buildings, aviation buildings, industrial facilities as well as large corporate office buildings.

B. Experience /Familiarity with Various Regulatory Agencies

O'Hare International Airport Emergency & Standby Power Systems – *Chicago, Illinois*: Senior technical architect for the replacement of the ORD Emergency and Standby Power System Generators 1-6 presently located in the H&R Plant at Chicago's O'Hare International Airport. The Epstein-designed replacement increases the existing system capacity to 18 Megawatts and will provide system functionality and efficiency during emergencies in which normal operations have been impacted. The design includes the construction of two new buildings, one to house the new generators and one to house new switchgear.

C. Construction Projects Over 50 Million Dollars

OneEleven High-Rise Residential Building – *Chicago, Illinois*: Senior technical architect for a high-rise residential building located at 111 W. Wacker in Chicago, Illinois. 111 W. Wacker was originally designed as a 90-story Shangri-La Hotel with high-end condominiums. Construction began on this structure in 2007 and halted in 2008. In 2010, Related Companies purchased the property from the original developers with the goal of redeveloping the building into a 60-story rental residential tower. Epstein worked with the New York-based design architect, Handel Architects, in modifying the

existing built structure and creating a new image for the property. The original shell building at 111 West Wacker consisted of 24 floors of existing structure (concrete frame), plus 4 levels of below grade support including 2 parking levels. The above grade existing structure was comprised of 10 levels of parking and 14 floors of podium apartments with mechanical and amenity spaces. The newly envisioned project includes a new structural transfer floor at level 25 with an additional 30 floors of apartments above

C. Construction Project between 10 and 50 Million Dollars

Park Plaza Senior Living Facility– *Chicago, Illinois:* Senior technical architect for an expansion and partial renovation to the Park Plaza Senior Living Center in Chicago, Illinois. For this modern Jewish Orthodox senior retirement facility, Epstein completely renovated the lobby as well as designed new finishes for all of the ground floor model apartments. In addition, the project also included the design of a new 3,600 square foot synagogue as well as a new glass galleria which serves as the “social corridor” (aka Main Street), and lobby addition for residents and guests to interact and relax. Lastly, this project featured numerous site work improvements including a new 30” wide landscaped courtyard and drop-off for residents and guests.

C. Renovation Projects over 1 Million Dollars

Edward Hines Jr. VA Hospital Building 12 Renovation & 200 Lobby Renovation/Expansion–

Hines, Illinois: Senior project architect for the renovation of Building 12, as well as the Lobby renovation/expansion of the Main Hospital Building 200 at the Edward Hines Jr. VA Hospital in Hines, Illinois. The VA uses the facility as a fitness center and office space for its compensation and pension groups. The project achieved LEED-NC Gold certification. The replacement lobby on the north side of Building 200 features a 4,000 square foot expansion of the existing 6,000 square foot main lobby.

Jacob K. Javits Convention Center Expansion Program Development - *New York, New York:*

Senior technical architect for the planning, programming and preliminary design services for a \$1.5B expansion to the Jacob K. Javits Convention Center. This ‘indicative design’ was then used by the Empire State Development Corporation, the operators of Javits, to award a Design-Build contract to complete the expansion program and concepts. The program that Epstein helped develop for the expanded Javits Convention Center, which will pursue LEED-NC Silver Certification, includes 45,000 square feet of state-of-the-art meeting rooms, a 55,000 sf ballroom (making it the largest in the New York region), 27 new loading docks, new kitchen and food service areas, a green roof terrace and pavilion capable of accommodating 1,500 people, and 90,000 square feet of new permanent exhibition space, that when combined with existing space, creates an approximately 500,000 square foot exhibition hall.

Education

University of Illinois at Urbana Champaign,
Master of Architecture, 2001

University of Illinois at Urbana Champaign,
Master of Science in Civil Engineering, 2001

University of Illinois at Urbana Champaign,
Bachelor of Science in Architecture, 1999

License/Registration

Registered Architect - **Illinois**, 001020026, Exp.
11/30/2020, Issued 11/13/2007



Summary of Experience

Ms. Chandler joined Epstein in 2006, bringing with her experience in schematic design, design development, construction documentation and construction administration. As a project architect Ms. Chandler's responsibilities have included design team coordination and supervision of construction document preparation, participation in code approval process, and administration of a variety of project types during construction. Her daily responsibilities include tracking job progress, maintaining informative dialogue with the owner's representative and client and the dissemination of contract documents. During her tenure at Epstein Ms. Chandler has served as a project architect on a number of industrial projects, including manufacturing/process facilities as well as warehouse and distribution centers. Ms. Chandler's portfolio also includes large, complex projects like convention & exhibition centers, casinos, shopping centers, as well as renovation/rehabilitations of hospitals.

B. Experience /Familiarity with Various Regulatory Agencies

O'Hare International Airport Pedestrian Tunnels Renovation – *Chicago, Illinois*: Project Architect for the complete design for the interior renovation of the O'Hare International Airport pedestrian tunnels connecting Terminals 1, 2, and 3 to the O'Hare Hilton and elevated parking structure, including Construction Phase services.

C. Construction Projects Over 50 Million Dollars

McCormick Place Convention Center West Expansion – *Chicago, Illinois*: Architectural team member responsible for schematic design, design development, construction documents and construction administration for a 2,349,636 square foot addition to the McCormick Place Convention Center in Chicago, Illinois. Construction document work included solving design problems, meeting with clients, compiling and giving design presentations and creating construction documents. Construction administration work included review of shop drawing and product data submittals for the trades on the interior of the building including but not limited to drywall, masonry, carpet, paint, terrazzo, steel, miscellaneous metals, MEP coordination, glass reinforced gypsum, ceramic tile, granite, toilet partitions and toilet room accessories. Additional responsibilities included responding to

requests for information, weekly meetings with sub-contractors to resolve field issues, assisting with finalizing design and document production for remaining open design issues and creating and issuing revised document series.

C. Renovation Projects over 1 Million Dollars

Edward Hines Jr. VA Hospital Building 12 Renovation & 200 Lobby Renovation/Expansion–

Hines, Illinois: Project architect for the renovation of Building 12, as well as the Lobby renovation/expansion of the Main Hospital Building 200 at the Edward Hines Jr. VA Hospital in Hines, Illinois. The VA uses the facility as a fitness center and office space for its compensation and pension groups. The project achieved LEED-NC Gold certification. The replacement lobby on the north side of Building 200 features a 4,000 square foot expansion of the existing 6,000 square foot main lobby.

Jacob K. Javits Convention Center Renovation & Expansion – New York, New York: Architectural team member for a \$465M renovation and expansion of the Jacob K. Javits Convention Center in New York. The first phase of the two phase Javits Center expansion was the renovation of the existing building enclosure with the inclusion of new 110,000 square foot exhibition hall to the north (which opened on August 1, 2010) for which the Javits Center remained fully operational during the renovation. The project's second phase included a 70,000 square foot expansion of the current 760,000 square feet of exhibition space, the inclusion of 70,000 square feet of new meeting rooms (now totaling 168,000 square feet) and truck trailer storage for 120 trailers between 38th and 40th Street. This phase was completed in November of 2013.

101 E. Erie (Conrad Chicago) – Chicago, Illinois: Architectural team member for an office-to-hotel redevelopment of Chicago's 101 East Erie. For this project, Epstein helped the Gellar Investment Company convert the upper 13 floors of the commercial office building at 101 East Erie into a five-star luxury hotel under the Conrad by Hilton flag. Epstein's designers and engineers coordinated the lobby design, guest rooms and public spaces while Epstein designed all of Hilton's Operational Spaces under the Conrad flag and brand standards.

AC Hotel Nomad – New York, New York: QA/QC for a 25-story, 168-key hotel which is being developed by Concord Hospitality Enterprises and will feature a business room, fitness center along with a lounge with landscaped outdoor terrace. The guest rooms, which will be a mix of one-bed and two-bed units, of the AC Hotel Nomad are to be constructed using pre-fabricated 12' x 25' modular components. The plan calls for eight of these modular units per floor and they each will come complete with furnishings as well as utilities. The 'mods' will then be connected on-site and stacked together to create the guest floors. This use of pre-fabricated units will allow for a shorter construction duration, meaning that the AC Hotel Nomad will open approximately 6 months earlier than traditional construction techniques.

Education

University of Illinois at Chicago, Bachelor of Arts,
Architectural Studies, 2006

Certifications

Licensed Architect - **Illinois**, 001022552,
Exp. 11/30/2020, Issued 5/12/2014
LEED Accredited Professional for Interior Design
and Construction (LEED ID+C) (GBCI #10372433)

**Affiliations**

Member, Chicago Planning Commission
Construction Specifications Institute (CSI) member, ID#1803760, exp. 12/31/18
Member of the United States Green Building Council since 2007
Member and past Vice-president of Arquitectos since 2004
Founding member and past Vice-Chair for Mujeres Latinas En Accion – Young
Professional Advisory Council (Mujeres' YPAC) since 2009

Awards

2011 Nueva Latina Star Award Recipient - Business Category

Summary of Experience

Ms. Flores joined Epstein in 2013 bringing with her nearly seven years of architectural design experience. Prior to joining Epstein, Ms. Flores was a project leader at Ghafari Associates where she worked on a variety of complex international projects within a broad range of project types. She is well versed in working within a BIM environment and while at Ghafari was part of the leadership team that implemented the use of a Revit platform. In addition, Ms. Flores was a part of Ghafari's core sustainable design team where she played a key role in the advancement of LEED and other sustainable platforms throughout the world.

Ms. Flores is also a Member and past Vice-President of Arquitectos (The society of Hispanic Professional Architects). In her time with Arquitectos Ms. Flores has been a participant of Chicago Conversación - a luncheon and round-table discussion about Latino and Hispanic cultural heritage and places of importance in Chicago and the surrounding communities. In addition, Ms. Flores participated in a Design Charette for Instituto Del Progreso Latino and was ultimately responsible for organizing the event, developing schematic ideas and assisting during design development.

B. Experience /Familiarity with Various Regulatory Agencies

Illinois Tollway Maintenance Facility - *Multiple Locations*: Project architect providing architecture and full-services engineering services (civil, MEP/FP and structural) to developed Phase II Engineering services for the design/ architectural plans for the Tollway's M-3, M-4, M-5, M-8 and M-16 maintenance facilities.

Daley Center Cook County Clerk Offices Relocation – *Chicago, Illinois*: Relocation the Office of Vital Records of the Cook County Clerk and the Marriage Court of the Cook County Court. The project consisted of renovating 8,000 sq. ft. of office and public access space.

C. Renovation Projects over \$1 Million Dollars

La Quinta Hotel Renovation & Expansion – *Oak Brook Terrace, Illinois*: Project architect for a renovation of a hotel for the La Quinta Corporation. For this project, Epstein evaluated site options and created an out-parcel of ½ acres to offset capital improvement costs. To maximize key count, Epstein evaluated options and razed the west wing and added a 4th story to the North and East wings of the hotel to maintain 127 keys. Consistent with La Quinta's "Wake-up on the Bright Side" slogan Epstein reconstructed the lobby as a two-story glass light filled space elevating the lobby/reception and public entry guest experience. Modeled after La Quinta's 'Del Sol' Prototype the hotel will feature check-in pods, a Sundry Shop, a Great Room, enclosed breakfast serving area, pantry, fitness center, indoor pool, guest laundry facility, exterior neolith panels, and 'Del Sol' porte cochere.

Whirlpool Global Headquarters North Wing Renovation – *Benton Harbor, Michigan*: Project architect for the renovated LEED-NC Silver 4-story, 107,000 square foot interior office space as well as the addition of 1,800 square feet of new space for a Boardroom and new Executive offices. Project included the addition of a new central stair in order to bring natural light into the center of the building and facilitate better communication between departments. Additionally, conferencing was significantly expanded and collaboration zones were added to implement the workplace improvements that were successful at the Epstein-designed and engineered Whirlpool Riverview Campus.

C. Renovation Projects under 1 Million Dollars

10 Times Square (formerly known as 1441 Broadway) Façade Renovation – *New York, New York*: Project architect for a renovation/restoration at 10 Times Square which features a new three-story glass façade, as well as 12,270 square feet of LED signage. This combined glass façade with LED signage will give incoming tenants brand exposure visible from Madison Square Garden to the Times Square Bowtie.

EXHIBIT A

LEGAL ACTIONS

EXHIBIT A FOLLOWS

EXHIBIT A - LEGAL ACTIONS

FIRM NAME A. Epstein and Sons International, Inc.

I. LEGAL ACTIONS

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

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

EXHIBIT B

DISCLOSURE AFFIDAVIT

EXHIBIT B FOLLOWS

EXHIBIT B - Disclosure Affidavit

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Thomas Smiles, P.E., as Senior Vice President and Director of Engineering
Name Title

and on behalf of A. Epstein and Sons International, Inc.
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	A. Epstein and Sons International, Inc.		
Address:	600 West Fulton Street		
City/State/Zip:	Chicago, Illinois 60661-1259		
Telephone:	+1.312. 454.9100	Facsimile:	+1 312.559.1217
FEIN:	36-3513737	SSN:	
Email:	tsmiles@epsteinglobal.com		
Nature of Transaction: = CONSTRUCTABILITY REVIEW SERVICES (PS3016)			
<div style="display: flex; flex-direction: column; gap: 5px;"> <div><input type="checkbox"/> Sale or purchase of land</div> <div><input type="checkbox"/> Construction Contract</div> <div><input checked="" type="checkbox"/> Professional Services Agreement</div> <div><input type="checkbox"/> Other _____</div> </div>			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

EXHIBIT B - Disclosure Affidavit

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, Illinois 60661-1259	
Telephone:	312.454.9100	
Identify the names of all officers and directors of the business entity. Please see list attached (Please attach list if necessary.)		
Name	Title	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)		
Name	Address	Ownership Interest Percentage
Not Applicable		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

EXHIBIT B - Disclosure Affidavit

B. PARTNERSHIPS Not Applicable

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP Not Applicable

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

EXHIBIT B - Disclosure Affidavit

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

EXHIBIT B - Disclosure Affidavit

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

EXHIBIT B - Disclosure Affidavit

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

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

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

EXHIBIT B - Disclosure Affidavit

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

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

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

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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


Signature of Authorized Officer

Thomas Smiles, P.E.

Name of Authorized Officer (Print or Type)

Senior Vice President & Director of Engineering

Title

+1 312.454.9100

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 4th day of December, 202018 by
Gail Pollard (Name) as Marketing Coordinator (Title) of
A. Epstein and Sons International Inc. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



Exhibit B - Disclosure Affidavit



Last Name	First Name	Title
Abbott	Noel	Vice President
Bolland	Dan	Vice President
Buescher	L. Randall	Senior Vice President ⁸
Carroll	James	Assistant Secretary
Chandler	Jason	Sr. Vice President
Christensen	Kevin	Vice President
Damore	Michael	Executive Managing Director
Jirsa	James	Executive Managing Director & Secretary
Lichocki	Janusz	Sr. Vice President
McCormies	Darrin	Sr. Vice President
Osborne	Greg	Vice President
Paccione-Anderson	Criss	Sr. Vice President & Assistant Secretary
Pelletier	Theresa	Vice President
Robertson	John	Vice President
Scheckelhoff	Thomas	Sr. Vice President
Scott	David	Vice President
Smiles	Thomas	Sr. Vice President
Suarez	Tom	Vice President
Tharp	Randy	Vice President
White	Stuart	Sr. Vice President

EXHIBIT C

DISCLOSURE OF RETAINED PARTIES

EXHIBIT C FOLLOWS

EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification **NOT APPLICABLE**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

Exhibit C - Disclosure of Retained Parties

EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

Th E. Smiles
Signature

12-04-2018

Date

Thomas Smiles, P.E.

Senior Vice President & Director of Engineering

Name (Type or Print)

Title

Subscribed and sworn to before me

this 12th day of December 2012

Gail F. Pollard
Notary Public

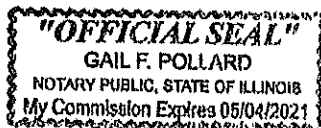


EXHIBIT D

SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MBE and WBE FIRMS

EXHIBIT D FOLLOWS

EXHIBIT D

Special Conditions Regarding the Utilization Of Minority and Women Owned Business Enterprises for Professional Services

1. Policy Statement

- a. It is the policy of the 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 Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. 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..
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the 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 or County of Cook.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
 - (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 any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
 - (6) "Established Business" means a person or entity granted certification by the City of Chicago.

- (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
- (8) "Good faith efforts" means actions undertaken by a Contractor 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.
- (9) "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.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The 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 accepts certification by the City of Chicago, and County of Cook.
 - (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 / her 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.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii)

the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by.

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-bid conference;
 - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
 - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
 - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;
 - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
 - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
 - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
 - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
 - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
 - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
 - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
 - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, 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 Bidder;

- (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. Established Business Participation in the MBE and WBE Procurement Program

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
 - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
 - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
 - (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
- b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

- a. If the Contractor 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 contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor'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 bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor'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 their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
 - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor 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 Contractor.
 - (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 contractors' 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 Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. 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 the MBE and WBE sub-contractors.

11. 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.

12. Prohibition On Changes To MBE/WBE Commitments

- a. 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.

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor 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 Contractor 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 Contractor 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) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor 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.
- (2) The Contractor'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 subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
- (3) The Contractor'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 Contractor; 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.
- (4) The Contractor'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, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business 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.
- (6) 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) business 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.
 - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
 - ii. 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 Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the 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.

15. Severability

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

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SCHEDULE B

Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

1. 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.)

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

SCHEDULE B
Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

- I. 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:

1. Financial decisions _____

2. Management decisions such as:

a. Estimating _____

b. Marketing and Sales _____

c. Hiring and firing of management personnel _____

d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

6. 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.

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

- J. 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 Prime if the joint venture is a subcontractor.

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

Name of Project: _____

Project Number: _____

FROM:

(Name of MBE or WBE) MBE _____ WBE _____

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

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

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

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:
BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____

Phone

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (1 of 2)

Name of Project: PS3016 Constructability Review Services

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Senior Vice President, Director of Engineering

Title and duly authorized representative of

A. Epstein and Sons International, Inc.

Name of Professional Service Provider whose address is

600 West Fulton Street, Chicago, Illinois 60661

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
B+A Engineers, Ltd. dba CCJM Engineers Ltd	MEP/FP Constructability Reviews	\$ TBD	\$
Petra Collaborative Corp/	Architectural Constructability Reviews	\$	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		TBD %	TBD %

The Prime may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (2 of 2)

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

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

BY:

A. Epstein and Sons International, Inc.

Name of Contractor (Print)

August 5, 2019

Date

(312) 429-8314

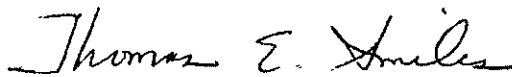
Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date



Signature

Thomas E. Smiles, PE

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

EXHIBIT E

INSURANCE REQUIREMENTS

EXHIBIT E FOLLOWS



AEPSTEI-01

LMULDOWNEY

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mesrow Insurance Services, Inc. 353 N Clark St 11th fl Chicago, IL 60654		CONTACT NAME: PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20443 35289
INSURED A. Epstein and Sons International, Inc. dba Epstein 600 West Fulton Street Chicago, IL 60661			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6023981464	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6023981478	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			6023981495	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6023981481	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof. Liability			AEH591871681	02/01/2019	02/01/2020	\$250,000 Ded. / Aggr \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is an Additional Insured on the General Liability and Auto Liability coverage if required by written contract with a Named Insured. Coverage afforded the Additional Insureds applies on a primary and non-contributory basis. A waiver of subrogation applies under the General Liability, Automobile Liability and Employers Liability policies. Umbrella Follows Form.

The Public Building Commission of Chicago, the City of Chicago, and any other User Agency, their respective Board members, employees, elected and appointed officials, and representatives, are named as additional insureds on a primary and non-contributor basis.

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission of Chicago Richard J. Daley Center, Room 200 50 W. Washington Street Chicago, IL 60602 APPROVED JLB 7/18/2019	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 25 (2016/03)

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CN_PBC_JLB_AEpsteinandSonsInternational_ConstructabilityReviewSvcs_PS3016A_20190213

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Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization Endorsement

COMMERCIAL GENERAL LIABILITY COVERAGE PART

[illegible]

It is understood and agreed as follows:

Copyright Clearance Center, Inc., 222 Rosewood Drive, Danvers, MA 01923
CN 001 JEPStein and Sons International Const. Review Soc. P 36301 64 9020200201



CNA PARAMOUNT

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization Endorsement

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**CNA PARAMOUNT**

**Additional Insured - Owners, Lessees or Contractors -
Completed Operations Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Additional Insured Person(s) Or Organization(s)
Public Building Commission of Chicago
Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CG 20 37 (04-13)

Page 1 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: A. EPSTEIN AND SONS INTERNATIONAL, INC.

Copyright Insurance Services Office, Inc., 2012

CNA Insurance Services International, Inc. 10/1/2012

Policy No: 6023981464

Endorsement No: 43

Effective Date: 08/08/2019

	<p style="text-align: right;">CNA PARAMOUNT</p> <p style="text-align: center;">Additional Insured - Owners, Lessees or Contractors - Completed Operations Endorsement</p>
-----------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

It is understood and agreed as follows:

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.