

The background of the entire page is a photograph of a construction site. It shows a grid of steel rebar being prepared for a concrete pour. In the foreground, there's a large coil of yellow hoses. In the background, two construction workers in safety gear are visible. The image has a warm, orange-red color cast.

PUBLIC BUILDING COMMISSION OF CHICAGO

DESIGN-BUILD SERVICES FOR JOINT PUBLIC SAFETY TRAINING CAMPUS

PHASE 1A Outlot Restaurant Area

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

Mayor Lori E. Lightfoot
Chairman

Carina E. Sánchez
Executive Director

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**PUBLIC BUILDING
COMMISSION** of Chicago

BOOK 1

Design-Build Agreement between the PUBLIC BUILDING COMMISSION AND BOWA CONSTRUCTION

JOINT PUBLIC SAFETY TRAINING CAMPUS
Phase 1A – Outlot Restaurant Area
4443 West Chicago Avenue
Chicago, Illinois

CONTRACT NO. PS3056



Mayor Lori E. Lightfoot, Chairman

Carina E. Sánchez
Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

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DESIGN-BUILD AGREEMENT BETWEEN COMMISSION AND DESIGN-BUILDER

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ARTICLE 1 AGREEMENT

This Design-Build Agreement ("Agreement") is made as October 6, 2021 (the "Effective Date"), by and between the Public Building Commission of Chicago, a municipal corporation and body politic organized and operating under the Constitution of the State of Illinois ("Commission") and BOWA Construction located at 7050 South Stony Island, Chicago, Illinois 60649 ("Design-Builder") for design-build services ("Services") in connection with the following Project:

**JOINT PUBLIC SAFETY TRAINING CAMPUS
Phase 1A – Outlot Restaurant Area
4443 West Chicago Avenue
Chicago, Illinois
Project Number: 04000-01A**

WHEREAS, the Commission intends to undertake, on behalf of the City of Chicago Department of Assets, Information and Services ("User Agency") the design, construction, and delivery of the new Joint Public Safety Training Campus – Phase 1A Outlot Restaurant Area (the "Project") to be located on certain property commonly known as 4443 West Chicago Avenue, Chicago, Illinois (the "Project Site"); and

WHEREAS, the Commission requires certain services necessary and appropriate in order to design, construct and deliver the Project, and desires to retain the Design-Builder to perform such services on the terms and conditions set forth in this Agreement; and

WHEREAS, the Design-Builder desires to be so retained and has represented to the Commission that it has the knowledge, skill, experience and other resources to perform such services in the manner provided by this Agreement; and

WHEREAS, the Commission has relied upon the Design-Builder's representations in selecting the Design-Builder to perform such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants set forth herein, the parties hereby agree as follows:

ARTICLE 2 GENERAL PROVISIONS

2.1 RECITALS. The above Recitals are incorporated herein by reference.

2.2 RELATIONSHIP. The Commission and the Design-Builder agree to proceed with the Project on the basis of trust, good faith, and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Scope of Work to be constructed within the Guaranteed Maximum Price (GMP) Project Cost Proposal/Cost Form and by the Dates of Substantial Completion and Final Completion for the Scope of Work. The Design-Builder agrees to procure or furnish, as permitted by the laws of Illinois, the design phase services and construction phase services as set forth below.

2.2.1 The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.2.2 Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Commission unless authorized in writing by the Commission's Representative.

2.2.3 The Commission and the Design-Builder shall perform their obligations with integrity, ensuring at a minimum that:

2.2.3.1 Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.2.3.2 The Design-Builder and the Commission warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.3 ARCHITECT/ENGINEER. Architectural and/or engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the law of the State of Illinois. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Architect/Engineer. The Architect of Record for the Project is **FGM Architects**.

2.4 EXTENT OF AGREEMENT. This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Commission and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision are for the exclusive benefit of the Commission and the Design-Builder and not for the benefit of any third party nor any third-party beneficiary except to the extent expressly provided in the Agreement.

2.5 DEFINITIONS

2.5.1 The Contract Documents consist of:

- a. Change Orders and written amendments to this Agreement including exhibits and appendices, signed by both the Commission and the Design-Builder;
- b. this Agreement except for the existing Contract Documents set forth in item (e) below;
- c. the most current documents approved by the Commission;
- d. the information provided by the Commission pursuant to Clause 4.1.2.1;
- e. the Contract documents in existence at the time of execution of this Agreement which are set forth in Article 16; and
- f. the Commission's Program provided pursuant to Subparagraph 4.1.1.
- g. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above; further, Book 1 will govern over Book 2.

2.5.2 Day shall mean calendar day, unless otherwise specifically defined.

2.5.3 Design-Builder's Fee means the compensation paid to the Design-Builder for salaries and other mandatory or customary compensation of the Design-Builder's employees at its principal and branch offices except employees listed in Subparagraph 7.1.3, general and administrative expenses of the Design-Builder's principal and branch offices other than the field office, and the Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work, and profit.

2.5.4 Defective Work is any portion of the Work not in conformance with the Contract Documents as more fully described in Article 3.

2.5.5 Fast-track means accelerated scheduling which involves expedited permitting, project phasing early bid package procurement specifically related to long lead material, and working extended hours, shifts, and weekends as necessary.

2.5.6 Final Completion and Acceptance of the Work means the last date on which all of the following events have occurred: all Work, including punch-list work, has been completed by the Design-Builder in accordance with the Contract Documents, approved by the Architect/Engineer, and accepted by the Commission; Design-Builder's LEED responsibilities have been completed if applicable and approved by the Architect/Engineer; all deliverables, including closeout documentation such as warranties, record documents, as-builts, etc. have been submitted by the Design-Builder and approved by the Architect/Engineer; and all other contractual requirements for final payment have been completed.

2.5.7 Guaranteed Maximum Price (GMP) Project Cost Proposal/Cost Form is the maximum amount to be paid by the Commission to design, construct, and deliver the Project as set forth on the Guaranteed Maximum Project Cost Proposal, as amended.

2.5.8 Material Supplier is a party or entity retained by the Design-Builder to provide material and equipment for the Work.

- 2.5.9 Others means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.
- 2.5.10 Commission is the person or entity identified as such in this Agreement and includes the Commission's Representative.
- 2.5.11 Commission's Program is an initial description of the Commission's objectives, that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.
- 2.5.12 Project as identified in Article 1, is the building, facility or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Commission or Others.
- 2.5.13 Subcontractor, vendor, or supplier is a party or entity retained by the Design-Builder as an independent contractor to provide the onsite labor, materials, equipment or services necessary to complete a specific portion of the work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Commission or any separate contractor's subcontractor.
- 2.5.14 Substantial Completion of the Work, designated portions of the Work, occur on the date when the Design-Builder's obligations are sufficiently complete in accordance with the Contract Documents, inspected and approved, in writing, by the Architect/Engineer, and accepted by the Commission such that the User can occupy the Project without disruption.
- 2.5.15 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- 2.5.16 Work is the Design Phase services procured or furnished in accordance with Article 3 and the GMP. Additional services that may be provided in accordance with Article 3 and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.
- 2.5.17 Deliverables are any and all documents, including but not limited to plans, specifications, drawings, and reports prepared by the Design-Builder in the performance of the Work.
- 2.5.18 Project Site means the geographic area at the location mentioned in Article 1 where the Work is to be performed.
- 2.5.19 User Agency means the unit of local government on the behalf of which the Commission is undertaking the design and construction of the Project.

ARTICLE 3

DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Commission's Program, as such Program may be modified by the Commission during the course of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of its services consistent with Paragraph 2.2, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP proposal. The Design-Builder shall at all times comply in letter and spirit with, and demonstrate good faith efforts to achieve, the affirmative action goals of the Commission and its User Agency, as those goals may be set forth in the MBE/WBE Special Conditions for Design Build Contracts, Book 2, Article 23, attached hereto and incorporated by reference herein, and all other terms and provisions of this Agreement.

3.1 DESIGN PHASE SERVICES. In addition to the Design Phase Services set forth below, the Design-Builder shall provide those design services specified in **Exhibit 1 - Design Builder Design Services**, attached hereto and incorporated by reference herein.

- 3.1.1 PRELIMINARY EVALUATION. The Design-Builder shall review the Commission's Program to ascertain the requirements of the Project and shall verify such requirements with the Commission. The Design-Builder's review shall also provide to the Commission a preliminary evaluation of the site with regard to access, drainage, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding applicable governmental laws, regulations and requirements. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Commission, to determine the most desirable approach on the basis of costs, technology, quality and speed of delivery. Based upon its review and verification of the Commission's Program and other relevant information the Design-Builder shall provide a Preliminary Evaluation of the Project's feasibility for the Commission's acceptance. The Design-Builder's Preliminary Evaluation shall specifically identify any deviations from the Commission's Program.
- 3.1.2 PRELIMINARY SCHEDULE. The Design-Builder shall prepare a preliminary schedule of the Work. The Commission shall provide written approval of milestone dates established in the preliminary schedule of the Work. The schedule shall show the activities of the Commission, the Architect/Engineer and the Design-Builder necessary to meet the Commission's completion requirements. The schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Design-Builder shall recommend corrective action to the Commission in writing.
- 3.1.3 PRELIMINARY ESTIMATE. When sufficient Project Information has been identified, the Design-Builder shall prepare for the Commission's acceptance a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds the Commission's budget, the Design-Builder shall make recommendations to the Commission.

- 3.1.4 SCHEMATIC DESIGN DOCUMENTS. The Design-Builder shall submit for the Commission's written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Schematic Design Documents the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design-Builder's Preliminary Evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.
- 3.1.5 PERMITS. The Design-Builder shall obtain and the Commission shall pay for all permits necessary for the construction of the Project. The cost of permits are included in the Design Fee Services. The Design-Builder may use **Exhibit - 15 Fee Waiver** (hereafter "Exhibit 15") when applicable during the duration of the Project.
- 3.1.6 DESIGN DEVELOPMENT DOCUMENTS. The Design-Builder shall submit for the Commission's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents. The Design-Builder shall update the schedule and estimate based on the Design Development.
- 3.1.7 CONSTRUCTION DOCUMENTS. The Design-Builder shall submit for the Commission's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Commission prior to commencement of construction. If GMP has not been established the Design-Builder shall prepare a further update of the schedule and estimate based on the Construction Documents.

The Design-Builder acknowledges that the Commission selected the design-build method of project delivery in order to obtain the advantages associated with having the builder participate in the design process. Throughout the Design Phase, the Design-Builder shall provide value engineering services to assist the Commission in reducing design, construction, operation, and maintenance costs with respect to the Project, while maintaining or enhancing the Project's quality, efficiency, integrity, and functional performance.

3.1.8 OWNERSHIP OF DOCUMENTS

- 3.1.8.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS. All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation. During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Commission.
- 3.1.8.2 COPYRIGHTS. Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Commission's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and

will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

- 3.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION. In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 3.1.8.2, provided payment has been made pursuant to Paragraph 3.1.8.1.
- 3.1.8.4 COMMISSION'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT. After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Project Site. The Commission's use of the Documents without the Design-Builder's involvement or on other projects is at the Commission's sole risk, except for the Design-Builder's indemnification obligations pursuant to Article 11.
- 3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS. Where the Design-Builder has transferred its copyright interest in the Documents under Subparagraph 3.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.
- 3.1.8.6 The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.2 DESIGN-BUILDER'S GMP will contain, as part of the estimated Cost of the Work, costs for the following categories/line item: General Conditions, Payment and Performance Bond, Insurance, Design Phase Services, Cost of Work, and Design-Builder's Fee.

- 3.2.1 COST REPORTING. The Design-Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design-Builder shall maintain a complete set of all books and records prepared or used by the Design-Builder with respect to the Project. The Design-Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to generally accepted accounting principles. The Commission shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design-Builder shall present all such records for a period of five years after the final payment or longer where required by law.

- 3.2.2 ERRORS AND OMISSIONS. The Design-Builder shall, at no additional cost to the Commission, immediately make additions, changes and corrections to any documents prepared by Design-Builder necessitated by errors and omissions in the Design-Builder's performance of its services. In addition, the Design/Builder shall not be entitled to any compensation or adjustment in the Design Builder's Fee or the GMP for additional work required as a result of errors or omissions by Design-Builder in the course of the performance of its duties under this Agreement.

3.3 CONSTRUCTION PHASE SERVICES

- 3.3.1 The Construction Phase of the Scope of Work will commence upon the issuance of a written Notice to Proceed (NTP) by the Commission.
- 3.3.2 In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools and subcontracted items.
- 3.3.3 The Design-Builder shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.
- 3.3.4 The Design-Builder shall obtain all permits necessary for the construction of the Project. The cost of permits are a Cost of the Work. The Design-Builder may use Exhibit 15 when applicable during the duration of the Project.
- 3.3.5 The Design-Builder shall provide written reports daily to the Commission on the progress of the Work in such detail as is required by the Commission and as agreed to by the Commission and the Design-Builder.
- 3.3.6 The Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the Commission at mutually agreeable intervals.
- 3.3.7 The Design-Builder shall regularly and properly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.
- 3.3.8 The Design-Builder shall prepare and submit to the Commission:
- 3.3.8.1 Final marked-up as built drawings; and
 - 3.3.8.2 updated electronic data documenting the various elements of the Work including changes actually constructed or installed, or as defined by the Parties by

attachment to the Agreement.

3.4 CONSTRUCTION MEANS AND METHODS. Design-Builder is solely responsible for the means, methods, techniques, sequences and procedures of construction within the parameters set forth by this Agreement. Nothing in this Section 3.4 shall be deemed to limit the Design-Builder's obligations to provide the Commission access to all Work as provided in other Sections of this Agreement, nor shall the Commission's observation of the Work at Construction Hold Points be construed to relieve the Design-Builder of its obligation to correct defective Work if defects are discovered after an observation.

3.5 SCHEDULE OF THE WORK. The Design-Builder shall prepare and submit a Schedule of Work for the Commission's acceptance and written approval as to milestone dates and activities pursuant to Article 10 of Book 2. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Commission. The Schedule shall be revised as required by the conditions of the Work and as agreed upon by the Parties and as otherwise provided in Article 10 of Book 2.

3.6 SAFETY OF PERSONS AND PROPERTY

3.6.1 SAFETY PRECAUTIONS AND PROGRAMS. The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Paragraph establish the responsibility for safety between the Commission and the Design Builder, they do not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.6.1.1 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.6.1.1.1 its employees and other persons at the Worksite;

3.6.1.2.1 materials, supplies and equipment stored at the Worksite for use in performance of the Work; and

3.6.1.3.1 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.6.2 DESIGN-BUILDER'S SAFETY REPRESENTATIVE. The Design-Builder shall designate a Safety Representative for the Project. The Design-Builder shall submit a Project specific Safety Plan, prepared and approved by its Safety Representative. The Design-Builder's Safety Representative shall conduct regular site visits and participate in tool box meetings to ensure compliance with the Design-Builder's Safety Plan. The Design-Builder will immediately report in writing all accidents and injuries occurring at the Worksite to the Commission. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Commission.

3.6.2.1 The Design-Builder shall provide the Commission with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall

comply with the requirements of all governmental authorities having jurisdiction over the Work.

3.6.2.2 Damage or loss not insured under property insurance which may arise from the performance of the Work to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, or any third party, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Commission and not to the Design-Builder shall be promptly remedied by the Commission; provided, however, that the Commission may direct the Design-Builder to remedy such damage or loss, and the Commission shall pay for such remedy as a Cost of the Work.

3.6.2.3 If the Commission deems any part of the Work or Worksite unsafe, the Commission, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Commission, or both. If the Design-Builder does not adopt corrective measures, the Commission may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in Article 7. The Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Commission's reasonable request.

3.7 HAZARDOUS MATERIALS

3.7.1 A Hazardous Material is any substance or material identified as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up. The Design-Builder shall not be obligated to commence or continue work until all Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Commission as certified by an independent testing laboratory approved by the appropriate government agency.

3.7.2 If after the commencement of the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Commission and, if required, the government agency with jurisdiction.

3.7.3 The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.7.4 The Commission shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Commission. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the

Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

- 3.7.5 If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion.
- 3.7.6 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Commission or Others, shall be maintained at the Project by the Design-Builder and made available to the Commission and Subcontractors.
- 3.7.7 During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon issuance of the Certificate of Substantial Completion, the Commission shall be responsible under this Paragraph for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.
- 3.7.8 The terms of this Paragraph 3.7 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.8 WARRANTIES AND COMPLETION

- 3.8.1 The Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work. The Design-Builder agrees to correct all construction performed under this Agreement which is defective in workmanship or materials within a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Commission, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. The Design-Builder shall assist the Commission in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- 3.8.3 The Design-Builder shall secure any and all required certificates of inspection, testing or approval and deliver them to the Commission.
- 3.8.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Commission in a format directed by the Commission.
- 3.8.5 The Design-Builder shall direct the commissioning checkout of utilities and start-up

operations and adjusting and balancing of systems and equipment for readiness.

3.9 CONFIDENTIALITY. The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and the Architect/Engineer as is necessary for the performance of the Work or use for its own benefit any of the Commission's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Commission shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Commission in connection with the performance of this Agreement. The Commission and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential." Notwithstanding the foregoing, the Parties acknowledge and agree that the Commission is a unit of local government, and as such is subject to Freedom of Information Act, 5 ILCS 140/1 et seq. Design-Builder will not issue any publicity, news releases or grant press interviews, and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Work or the Project to which the Work pertains without the prior written consent of the Commission.

If Design-Builder is presented with a request for documents by any administrative agency, or with a subpoena duces tecum regarding any records, data or documents which may be in Design-Builder's possession by reason of this Agreement, Design-Builder shall immediately give notice to the Commission and its legal counsel with the understanding that the Commission will have the opportunity to contest such process by any means available to it before the records or documents are released to a court or other third party. Design-Builder is not, however, obligated to withhold the delivery beyond the time ordered by the court or administrative agency unless the subpoena or request is quashed, or the time to produce is otherwise extended.

3.10 ADDITIONAL SERVICES. The Design-Builder shall provide or procure the following Additional services upon the request of the Commission. A written amendment to this Agreement between the Commission and the Design-Builder shall define the extent of such Additional services before they are performed by the Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional services shall be considered a change in the Work.

- 3.10.1 Development of the Commission's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
- 3.10.2 Consultations, negotiations, and documentation and supporting the procurement of Project financing.
- 3.10.3 Surveys, site evaluations, legal descriptions and aerial photographs.
- 3.10.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.
- 3.10.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
- 3.10.6 Consultations and representations before governmental authorities or others having

jurisdiction over the Project other than normal assistance in securing building permits.

- 3.10.7 Investigation or making measured drawings of existing conditions or the reasonably required verification of Commission-provided drawings and information. Artistic renderings, models and mockups of the Project or any part of the Project or the Work.
- 3.10.8 Interior design and related services, including procurement and placement of furniture, furnishings, artwork and decorations.
- 3.10.9 Making revisions to the Design Development or Construction Documents or documents forming the basis of the GMP after they have been approved by the Commission, and which are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Material Suppliers, Sub-subcontractors or the Architect/Engineer.
- 3.10.10 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained or work to be performed, by the Commission, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of the Work.
- 3.10.11 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.
- 3.10.12 Out-of-town travel by the Architect/Engineer in connection with the Work, except between the Architect/Engineer's office, the Design-Builder's office, the Commission's office and the Worksite.
- 3.10.13 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.
- 3.10.14 Services for tenant or rental spaces not a part of this Agreement.
- 3.10.15 Services requested by the Commission or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.
- 3.10.16 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.
- 3.10.17 Providing services relating to Hazardous Material discovered at the Worksite.
- 3.10.18 Other services as agreed to by the Parties.

3.11 STANDARD OF CARE

- 3.11.1 Design-Builder shall perform all services required by this Agreement with that degree of skill, care and diligence consistent with the professional standards prevailing in the Chicago

metropolitan area for services of comparable scope and magnitude.

- 3.11.2 Design-Builder is and remains responsible for the professional and technical accuracy of all services or Deliverables furnished, whether by Design-Builder, the Architect Engineer, or others on its or their behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. Subsequent editions of design Deliverables, including drawings and specifications, shall supersede earlier editions, provided that any items that have changed on the design Deliverables are explicitly noted. Subsequent design Deliverables shall represent further development of the design Deliverables and shall not change or omit previously approved features or elements unless such differences or deviations are: (i) explicitly noted and identified in writing on the Deliverable, and (ii) expressly and unambiguously accepted by the Commission in writing. The Commission's inadvertent approval of a design Deliverable that contains an unapproved difference or deviation from any requirement of this Agreement shall not be construed as a waiver of such requirement.
- 3.11.3 Design-Builder shall, consistent with the Illinois Architecture Practice Act of 1989, 225 ILCS 305 et seq., and other applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified independent licensed design professionals, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design Builder to complete the Work consistent with the Contract Documents. Design-Builder must assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Design-Builder must provide copies of any such licenses.
- 3.11.4 Any or all agreements between the Design-Builder and the Architect/Engineer shall provide that the Commission is a third-party beneficiary of such agreement, and shall provide further that the Commission shall have a direct right and cause of action against the Architect Engineer for any error or omission by the Architect/Engineer in the performance of the design services of the Work.

3.12 PROJECT PROCEDURES. Design-Builder shall develop in conjunction with the Commission's Representative and shall prepare and submit in writing for the Commission's review and approval, procedures with regard to procurement, construction, project controls, project management, safety and design for the duration of the Project. The Project Procedures are material terms of this Agreement. It is the intent of the Parties and this Agreement that the approved Project Procedures are solely for the purpose of adding additional and explanatory detail to the requirements of this Agreement. In the event of a contradiction or inconsistency, the provisions of the Contract Documents take precedence over an approved Project Procedure. In no event shall approved Project Procedures be interpreted to diminish Design-Builder's duties or obligations under this Agreement, or to impose additional duties or liabilities not otherwise set forth in this Agreement upon the Commission.

3.13 DESIGN-BUILDER'S STAFFING/KEY PERSONNEL

- 3.13.1 STAFFING. Immediately, upon execution of this Agreement, Design-Builder will assign and maintain throughout the term of the Agreement an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned

to perform the Work.

3.13.2 KEY PERSONNEL. Design-Builder's Key Personnel for the Work are listed in Exhibit 4 - Key Personnel, attached hereto. In the event that any such Key Personnel are unable to continue to perform Work, the Design-Builder will promptly notify the Commission. Any change or substitution with respect to Key Personnel requires the approval of the Commission in writing. In the event that, in the opinion of the Executive Director, the performance of Key Personnel or any of Design-Builder's staff assigned to the Work, is at an unacceptable level, Design-Builder will remove them from the Project upon written notice from the Commission and will provide a replacement for the Commission's approval within seven Days of receipt of the notice to remove.

3.14 RIGHT OF ENTRY. The Design-Builder and any of its officers, employees, agents, subconsultants and subcontractors will be permitted to enter upon any part of the Project Site in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the Commission. Commission's consent to enter upon all or any part of the Project Site will not create nor be deemed to imply the creation of any additional responsibilities on the part of the Commission.

The Design-Builder will use, and will cause each of its officers, employees, agents, subconsultants and subcontractors to use reasonable care, unless otherwise expressly set forth in this Agreement, when entering upon the Project Site in connection with the Work. The Design-Builder will comply and will cause each of its officers, employees, agents, subconsultants and subcontractors to comply with any and all instructions and requirements for the use of the Project Site, and any express licenses for such use are hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from or by reason of or in connection with any such entry will be treated in accordance with the applicable terms and conditions of the Agreement, including, without limitation, the indemnification provisions contained in this Agreement. If the Design-Builder, or anyone for whom it is responsible, causes damage to Commission property, or the property of the owner of the Project Site, the Design-Builder must, at the option of the Commission, either 1) pay the cost of repair of the damage or 2) repair or replace the damaged property. The Commission shall have the right of set-off against the payments to the Design-Builder for the cost of repairs.

3.15 DESIGN-BUILDER'S REPRESENTATIVE. The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is Lee Fantroy.

3.16 CLOSEOUT. The Design-Builder must provide its Closeout Execution Plan similar to its Design, Procurement, and Construction Execution Plan prior to the commencement of work.

3.17 LIVING WAGE REQUIREMENT. The Design-Builder shall abide by the City of Chicago's Executive Order No. 2014-1, duly adopted by the Public Building Commission's Board of Commissioners on November 12, 2014 as Resolution No. 8122, both documents of which are incorporated by reference to this Agreement. Design-Builder agrees to pay its eligible employees a minimum wage of not less than \$13.00 per hour for work performed under this Agreement and further agrees to abide by all rules and regulations promulgated by the Executive Order. This applies to all subcontractors of the Design-Builder.

ARTICLE 4

COMMISSION'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY THE COMMISSION

- 4.1.1 The Commission shall provide full information in a timely manner regarding requirements for the Project, include the Commission's Program Overview and other relevant information.
- 4.1.2 The Commission shall provide:
 - 4.1.2.1 all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.
 - 4.1.2.2 inspection and testing services during construction as required by law or as mutually agreed; and
 - 4.1.2.3 unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.
- 4.1.3 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 4.1.

4.2 RESPONSIBILITIES DURING DESIGN PHASE

- 4.2.1 The Commission shall provide the Commission's Program at the inception of the Design Phase and shall review and timely approve in writing schedules, Design Development Documents and Construction Documents furnished during the Design Phase as set forth in Article 3 and the Guaranteed Maximum Price (GMP) Project Cost Proposal/Cost Form.

4.3 RESPONSIBILITIES DURING CONSTRUCTION PHASE

- 4.3.1 The Commission shall review the Schedule of the Work as set forth in Paragraph 3.5 and timely approve the milestone dates set forth pursuant to Article 10 of Book 2.
- 4.3.2 If the Commission becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Commission shall give prompt written notice to the Design-Builder. The failure of the Commission to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.
- 4.3.3 The Commission shall communicate with the Design-Builder's Subcontractors, Material Suppliers and the Architect/Engineer only through or in the presence of the Design-Builder. The Commission shall have no contractual obligations to Subcontractors or suppliers.

- 4.3.4 The Commission shall provide insurance for the Project as provided in Article 5
- 4.4 COMMISSION'S REPRESENTATIVE. The Commission Representative is Andy Horn for Design and Construction. The Representative(s):
- 4.4.1 shall be fully acquainted with the Project;
 - 4.4.2 agrees to furnish the information and services required of the Commission pursuant to Paragraph 4.1 so as not to delay the Design-Builder's Work; and
 - 4.4.3 shall have authority to bind the Commission in all matters requiring the Commission's approval, authorization or written notice. If the Commission changes its representatives or the representatives' authority as listed above, the Commission shall notify the Design-Builder in writing in advance.
- 4.5 PURPOSE OF COMMISSION'S REVIEW. The Commission's review or approval of the Design Documents, Construction Documents or any other submittals shall be solely for the purpose of determining consistency with the Commission's Program and other requirements. No review or approval by the Commission shall relieve the Design-Builder of its responsibility for the accuracy, adequacy or coordination of its services or the Work. Approval by any governmental or other regulatory agency of any documents or submittals by the Design-Builder or the Work shall not relieve Design-Builder of responsibility for the performance of its obligations under this Agreement.
- 4.6 TAX EXEMPTION. If in accordance with the Commission's direction the Design-Builder claims an exemption for taxes, the Commission shall indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Commission's direction.
- 4.7 ELECTRONIC DOCUMENTS. If the Commission requires that the Commission and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Commission and Design-Builder shall agree on a written protocol governing all such exchanges in a separate agreement, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

ARTICLE 5 SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer.

5.1 **RETAINING SUBCONTRACTORS.** The Design-Builder shall not retain any subcontractor that has been debarred by the Commission, City of Chicago, County of Cook, Chicago Transit Authority, City Colleges of Chicago, Chicago Housing Authority, Chicago Park District, and/or Chicago Public Schools. The Design-Builder shall not make any substitute for any subcontractor that has been accepted by the Commission without the written approval of the Commission.

5.2 **MANAGEMENT OF SUBCONTRACTORS.** The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work. The Commission will communicate with the Design-Builder regarding the Work, except that the Commission shall have the right to communicate directly with the Design-Builder's subcontractors as the Commission deems reasonably necessary to address matters such as MBE and WBE issues, payments to subcontractors, lien and surety matters, and other matters where such direct communication may reasonably be required.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Commission, subject to the prior rights of any surety, provided that:

5.3.1.1 This Agreement is terminated by the Commission pursuant to Article 19 of Book 2;

5.3.1.2 The Commission accepts such assignment, after termination by notifying Subcontractor and Design-/Builder in writing and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2 If the Commission accepts such assignment and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

5.4 **BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS.** The Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents.

5.5 **DESIGN-BUILDER'S LIABILITY FOR SUBCONTRACTORS.** The Design-Builder is responsible for all subcontractor Work and for all acts, failures to act, and omissions of its subcontractors. For the purposes of this Agreement, the Design-Builder's acts and omissions include those of its subcontractors to the same extent as if they had been committed by the Design-Builder. Notwithstanding the foregoing, there is no privity between subcontractors and the Commission. Except as set forth in Book 2, Article 23 "MBE/WBE Special Conditions for Construction Contracts" and Book 2 Article 24 "MBE/WBE Special Conditions for Professional Services Contracts," subcontractors have

no rights as third-party beneficiaries under this Agreement. However, all subcontracts of every tier shall state that the Commission is an intended third-party beneficiary of the subcontract.

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ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Effective Date of this Agreement as first written in Article 1 unless otherwise set forth below:

6.1.1 The Work shall proceed in general accordance with the Design-Build Schedule attached hereto as **Exhibit - 6 Design Build Schedule**, as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion and the date of Final Completion shall be established, and subject to adjustments, as provided for in the Contract Documents. The Commission and the Design-Builder may agree not to establish such dates. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of Work shall be established in the Notice to Proceed for each Scope of Work or by amendment to this Agreement.

6.2.1 Time limits stated in the Contract Documents are of the essence.

6.2.2 Unless instructed by the Commission in writing, the Design-Builder shall not knowingly commence the Work before the effective date of issuance that is required to be provided by the Design-Builder or the Commission.

6.3 DELAYS IN THE WORK. Delays and time extensions shall be administered as provided in Article 10 of Book 2.

6.4 LIQUIDATED DAMAGES

6.4.1 SUBSTANTIAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of Liquidated Damages based on the Date of Substantial Completion established for each Scope of Work and as further set forth in Article 10 of Book 2, Section 10.04.

6.4.1.1. The Design-Builder understands that if the **October 14, 2022** (Date of Substantial Completion) established by the Parties for each Scope of Work, as may be amended by subsequent Change Order, is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion for any Scope of Work is not attained, the Design-Builder shall pay the Commission One Thousand Five Hundred Dollars (\$1,500) as Liquidated Damages and not as a penalty for each Day that Substantial Completion for a given Scope of Work extends beyond the Date of Substantial Completion established for that Scope of Work. The Liquidated Damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Substantial Completion for any Scope of Work.

6.4.2 FINAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of Liquidated Damages based on the Date of Final Completion established for each Scope of Work.

6.4.3 The Design-Builder understands that if the Date of Final Completion established by the Parties for each Scope of Work is not attained, the Commission will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Commission One Thousand Five Hundred Dollars (\$1,500) as Liquidated Damages for each Day that Final Completion extends beyond the Date of Final Completion established for that Scope of Work. The Liquidated Damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Final Completion for any Scope of Work.

6.4.4 OTHER LIQUIDATED DAMAGES The Commission and the Design-Builder may agree upon the imposition of Liquidated Damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.5 COMMISSION'S RIGHT TO OCCUPY PORTIONS OF THE WORK. The Commission may occupy and use the Project or Scope of Work, or portions thereof, in advance of Substantial Completion. If the Commission desires to exercise partial occupancy and use prior to Substantial Completion, the Commission shall provide written notice to the Design-Builder, and the Design-Builder shall cooperate with the Commission in making available for the Commission's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Commission desires to occupy and use the space or spaces, then the Design-Builder will make every reasonable effort to complete that Work.

6.5.1 In the event of occupancy/turn-over prior to Substantial Completion:

6.5.2.1 Within fourteen (14) days after receiving notice of the planned early occupancy, the Design-Builder will provide written notice to the Commission of the following: (i) the current condition of the space desired for early occupancy; (ii) the anticipated condition of the space at the date of anticipated early occupancy; (iii) a preliminary estimate of any potential additional costs, if any, as a direct or indirect result of the early occupancy; and (iv) a preliminary estimate of any potential impact to the Project Schedule, if any, as a result of the early occupancy.

6.5.2.2 If the early occupancy is necessitated by a delay in Substantial Completion beyond the scheduled date of Substantial Completion and is not the subject of a Change Order, Design-Builder shall be responsible for all additional costs associated with the preparation of the space for the early occupancy.

6.5.2.3 The following conditions will apply to the spaces and/or equipment that is

affected by the Commission's early occupancy:

6.5.2.3.1 A punch list will be assembled by the Commission, Design-Builder and its subcontractors, and an inspection of the affected space by the Commission will be accomplished prior to the start of early occupancy.

6.5.2.3.2 Warranties will begin to run only on those portions of systems and materials actively used and shall not begin to run on those portions of systems and materials not used. Warranties of systems that are common to both the occupied and unoccupied parts of the Project will begin to run at Substantial Completion.

6.5.2.3.3 Risk of loss associated with the finished Work which the Commission occupies early transfers to the Commission at the start of the early occupancy.

6.5.2.3.4 As part of the Change Order for early occupancy, the Parties will agree and set forth in writing the scope and date of early occupancy, and what effect early occupancy will have on Liquidated Damages and insurance coverage.

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ARTICLE 7 COMPENSATION

The Commission agrees to compensate the Design-Builder for Services as defined in this Article and as further described in **Exhibit 17 Guaranteed Maximum Price (GMP) Project Cost Proposal/Cost Form** (hereinafter "Exhibit 17"). Payment for these services are outlined in Article 16 of Book 2.

7.1 GUARANTEED MAXIMIM PRICE (GMP) PROJECT COST PROPOSAL/COST FORM

- 7.1.1 GMP PROPOSAL/COST FORM. The GMP shall be the total amount to be paid by the Commission to design, construct and deliver the Project. The GMP is subject to verification and must be supported by invoices or other evidence as determined by the Commission Representative. The Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement. The Design-Builder shall at a minimum include with the GMP a written statement of its basis, which shall include:
- 7.1.1.1 A list of the drawings and specifications, including all addenda, which were used in preparation of the GMP;
 - 7.1.1.2 A list of allowances and a statement of their basis;
 - 7.1.1.3 A list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP to supplement the information contained in the drawings and specifications issued as part of the RFP;
 - 7.1.1.4 The Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;
 - 7.1.1.5 A schedule of applicable alternate prices;
 - 7.1.1.6 A schedule of applicable unit prices;
 - 7.1.1.7 A statement of Additional Services included, if any;
 - 7.1.1.8 The Design-Builder's Contingency breakdown of costs, if any;
 - 7.1.1.9 A statement of any work to be self-performed by the Design-Builder; and
 - 7.1.1.10 A statement identifying all patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.
- 7.1.2 Within fifteen (15) Days after receipt of each monthly application for payment, the Commission shall give written notice to the Design-Builder of the Commission's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such application, the Commission shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Commission. If such application is rejected in whole or in part, the Commission shall indicate the reasons for its rejection. If the Commission and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Commission shall

pay directly to the Design-Builder the appropriate amount for those items not rejected by the Commission for which application for payment is made, less amounts previously paid by the Commission. Those items rejected by the Commission shall be due and payable when the reasons for the rejection have been removed.

7.1.3 GENERAL CONDITIONS shall be listed in the GMP Cost Form which is delineated in **Exhibit 17**.

7.1.4.1 Wages paid for labor in the direct employ of the Design-Builder in the performance of the Work.

7.1.4.2 Salaries of the Design-Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

7.1.3.2.1 Project management, administrative assistance, and project engineering directly associated with the Work.

7.1.4.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Design-Builder's standard personnel policy, insofar as such costs are paid to employees of the Design-Builder who are included in the Cost of the Work under other categories/line items.

7.1.4 PAYMENT AND PERFORMANCE BOND AND INSURANCE shall be listed in the GMP Cost Form which is delineated in **Exhibit 17**.

7.1.4.1 Cost of the premiums for all insurance and surety bonds which the Design-Builder is required to procure, and approved by the Commission, including any additional premium insurance (ie... Builder's Risk, Subcontractor Default Insurance, etc) incurred as a result of any increase in the GMP.

7.1.4.2 Deductibles paid on any insurance policy

7.1.5 DESIGN PHASE SERVICES shall be listed in the GMP Cost Form which is delineated in **Exhibit 17**.

7.1.5.1 Design Phase Services are outlined in Article 3.1.

7.1.5.2 To the extent required by applicable law, the costs of services performed directly by the Architect/Engineer is computed separately and is independent from the Design-Builder's Fee for work or services performed directly by the Design-Builder, Compensation for services and deliverables performed during the Design Phase, including the specialty areas shall be shown as separate items on applications for payment. If an Architect/Engineer is retained by the Design-Builder, the payments to the Architect/Engineer shall be as detailed in a separate agreement between the Design-Builder and the Architect/Engineer.

- 7.1.5.3 The Commission shall compensate the Design-Builder for services performed during the Design Phase including preparation of a GMP, if applicable, and the services and deliverables is delineated in **Exhibit 1 – Design Builder Design Services** as Design Phase Services.
- 7.1.5.4 Design Phase Services continue to be provided after construction has commenced, the Design-Builder shall continue to be compensated as provided in Paragraph 7.1.5.1, or as mutually agreed.
- 7.1.6 CONSTRUCTION PHASE SERVICES shall be listed in the GMP Cost Form which is delineated in **Exhibit 17**. Construction Phase Services are outlined in Article 3.
 - 7.1.6.1 PRE-CONSTRUCTION
 - 7.1.6.1.1 Services that provide assistance with design, engineering, permitting tasks, confirming construction costs, Project Schedule, and delivery.
 - 7.1.6.1.2 Design-Builder's work associated with the procurement of the Trades/Subcontractors.
 - 7.1.6.1.3 Participation in the Commission's Pre-Construction Meeting outlined in Article 11.
 - 7.1.6.1.4 Fees include staffing of project managers, estimators, and compliance professionals.
 - 7.1.6.2 COST OF WORK
 - 7.1.6.2.1 GENERAL REQUIREMENTS
 - 7.1.6.2.1.1 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Commission, transportation, storage and handling. Payments made by the Design-Builder to Subcontractors for work performed under this Agreement.
 - 7.1.6.2.1.2 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Design-Builder.
 - 7.1.6.2.1.3 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design-Builder or others including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed.

7.1.6.2.1.4 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

7.1.6.2.1.5 All water, power and fuel costs necessary for the Work.

7.1.6.2.1.6 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design-Builder is liable.

7.1.6.2.1.7 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

7.1.6.2.1.8 Costs incurred due to an emergency affecting the safety of persons or property.

7.1.6.3 COST OF WORK

7.1.6.3.1 Trades/Subcontractor Services for executing the Work.

7.1.6.3.2 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph 11.2, and deposits lost for causes other than the Design-Builder's negligence.

7.1.6.3.3 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design-Builder.

7.1.6.3.4 Cost of removal of all non-hazardous substances, debris and waste materials.

7.1.6.3.5 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Commission and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work.

7.1.6.3.6 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

7.1.6.4 ALLOWANCES AND CONTINGENCIES. Unused portions of all contingencies and allowances will be returned to the Project's budget and, ultimately, the User Agency.

7.1.6.4.1 Allowances are set by the Commission and includes the sum of

mutually agreed upon, authorized, and monitored by the Commission to cover costs which are properly reimbursable part of the category/line item.

7.1.6.4.2 Design-Builder's Contingency is set by the Commission and includes the sum of mutually agreed upon and monitored by the Design-Builder and the Commission to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design-Builder shall provide the Commission with an accounting of charges against the Design-Builder's Contingency.

7.1.6.4.3 Commission's Contingency is for owner directed changes and unforeseen conditions to be used solely at the discretion of the Commission.

7.1.7 DESIGN-BUILDER'S FEE shall be listed in the GMP Cost Form which is delineated in **Exhibit 17**.

7.1.7.1 The Fee shall be payable in installments commensurate with the percentage of Project completion.

7.1.7.2 ADJUSTMENT IN THE DESIGN-BUILDER'S FEE shall be made as follows:

7.1.7.1.1 For changes in the Work as provided in Article 17 of Book 2, the Design-Builder's fee shall be adjusted according Book 2;

7.1.7.1.2 For delays in the Work not caused by the Design-Builder, except as provided in Article 10 of Book 2, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and

7.1.7.1.3 If the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work for the replacement, provided that such loss was not due to any error or omission by the Design-Builder, or any party for which the Design-Builder may be liable.

7.1.8 TRANSFER PROVISIONS. The Design-Builder agrees that the actual cost of any line item listed on the Schedule of Values or category/line item shown on the Guaranteed Maximum Project Cost Proposal shall not exceed the estimated cost for such category/line item, as applicable, except as noted below:

7.1.7.2 In the event that the actual cost exceeds the estimated cost for such category/line item, the Design-Builder shall pay for such cost at its sole expense.

7.1.7.3 In the event that the actual cost is less than the estimated cost for such category/line item, the Design-Builder may request in writing approval by the Commission Representative to transfer such excess

amount to one or more line items if the Design-Builder presents evidence reasonably satisfactory to the Commission Representative that the amount remaining in the category/line item to be reduced will be sufficient to complete the remaining portion of such line item or category

- 7.1.8.3 Notwithstanding anything to the contrary, the Design-Builder shall not be entitled to transfer amounts from one category/line item listed in the Guaranteed Maximum Project Cost Proposal to increase any of the following categories: General Conditions; Payment and Performance Bond; Insurance; or the Design-Builder's Fee.

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ARTICLE 8 CHANGES IN THE WORK

8.1 CHANGES IN THE WORK. Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order pursuant to the provisions of Article 17 of Book 2: Changes in the Work.

ARTICLE 9 PAYMENT FOR CONSTRUCTION PHASE SERVICES

9.1 PROGRESS PAYMENTS. Payment applications and procedures shall be as defined in Article 16 of Book 2.

ARTICLE 10 INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

Indemnity, Insurance, Bonds and Waiver of Subrogation shall be as provided in Book 1 as **Exhibit 5 Insurance and Bonding Requirements** unless otherwise specified herein.

10.1 ROYALTIES, PATENTS AND COPYRIGHTS The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall defend, indemnify and hold the Commission harmless from all suits or claims for infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Commission.

10.2 LIENS If any of the Design-Builder's subconsultants, subcontractors, employees, officials, agents or other person directly or indirectly acting for, through or under any of them files or maintains a lien or claim pursuant to the Illinois Public Mechanics' Lien Act, 770 ILCS 60/23, against the public funds for the Project, then the Design-Builder agrees to cause such liens and claims to be satisfied, removed or discharged within thirty (30) days from the date of filing thereof; provided, however, that the Commission may extend the thirty (30) day period if the Commission determines that such lien claim cannot be so satisfied, removed or discharged in such period and that the Design-Builder is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The Commission will have the right, in addition to all other rights and remedies provided under this Agreement, Book 2 Article 16, or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at the Design-Builder's sole cost, such cost to include reasonable legal fees. The Design-Builder will give, or cause to be given, a copy of these provisions to all subcontractors and will include these provisions in all agreements with subcontractors, and/or give written notice to all subcontractors or other persons having oral or written agreements with such subcontractors.

10.3 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Except for damages mutually agreed upon by the Parties as Liquidated Damages in Paragraph 6.4 and excluding losses covered by insurance required by the Contract Documents, the Commission and the Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Commission agrees to waive damages including but not limited to the Commission's loss of use of the Project, loss of reputation, or insolvency. The

Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver.

The Commission and the Design-Builder shall require similar waivers in contracts with Subcontractors and others retained for the Project.

ARTICLE 11

SUSPENSION AND TERMINATION OF THE AGREEMENT AND COMMISSION'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES

11.1 SUSPENSION AND TERMINATION. Suspension and Termination shall be as defined in Article 19 of Book 2.

ARTICLE 12

DISPUTE MITIGATION AND RESOLUTION

12.1 DISPUTE MITIGATION AND RESOLUTION. Claims and Disputes shall be as defined in Article 18 of Book 2.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW. This Agreement shall be governed by the law in effect at the location of the Project.

13.2 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.3 NO WAIVER OF PERFORMANCE. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

13.4 TITLES AND GROUPINGS. The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Commission's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

13.5 JOINT DRAFTING. The Parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.6 RIGHTS AND REMEDIES. The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively

those expressly set forth in this Agreement.

13.7 FIREARMS AND OTHER WEAPONS. 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.

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ARTICLE 14

MBE/WBE, EEO, AND WORKFORCE REQUIREMENTS

14.1 MBE/WBE PROGRAM. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of contracts, to prohibit discrimination in the award of or participation in contracts, and to abolish arbitrary barriers to full participation in contracts by all persons, regardless of race, sex or ethnicity.

Therefore, during the performance of this Contract, the Design-Builder 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.

The Commission requires the Design-Builder 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. Design-Builder should refer to Article 23 in Book 2 for all MBE/WBE Special Conditions.

The specific goals of this agreement are **30% MBE** and **6% WBE** participation.

14.2 EEO AND WORKFORCE REQUIREMENTS. To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established Equal Employment Opportunity (EEO) workforce requirements for this Project. The PBC requires that Design-Build Entities commit to a construction work site employment program that addresses the following employment goals:

Minority Journeyworker Project employment goal:	60% or more of total Journeyworker hours
Minority Apprentice Project employment goal:	40% or more of total Apprentice hours
Minority Laborer Project employment goal:	50% or more of total Laborer hours
Female Journeyworker Project employment goal:	2% or more of total Journeyworker hours
Female Apprentice Project employment goal:	1% or more of total Apprentice hours
Female Laborer Project employment goal:	1% or more of total Laborer hours
City of Chicago Resident goal:	50% of construction work hours to be performed City of Chicago residents
Community Resident employment goal:	15% of construction work hours to be performed by residents of the "Project Community" (see Exhibit 10 - Community Area Map)

14.3 LIQUIDATED DAMAGES. Design-Builder shall use **Exhibit 9 - EEO and Workforce Requirements** to utilize the prescribed formula to inform the amount of participation the Design-Builder achieves; this formula will also inform the amount of damages the Design-Builder will be assessed at the end of the Project, for failing to meet these EEO and Workforce requirements. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of these requirements does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

ARTICLE 15

EXISTING CONTRACT DOCUMENTS

15.1 As defined in Subparagraph 2.4, the following Exhibits are a part of this Agreement. The Contract Documents in existence at the time of execution of this Agreement are as follows:

Book 1	Agreement
Exhibit 1	Design Builder Design Services
Exhibit 2	Documents and Drawings Issued for Scope and Performance Criteria from the RFP Phase II
Exhibit 3	Feasibility Study completed by Latent Design Corporation dated May 7, 2021
Exhibit 4	Key Personnel
Exhibit 5	Insurance and Bonding Requirements
Exhibit 6	Design Build Schedule
Exhibit 7	MBE/WBE Preliminary Information
Exhibit 8	Schedule B – Joint Venture Affidavit and Joint Venture Agreement (Intentionally Left Blank)
Exhibit 9	EEO and Workforce Requirements (to be completed with Final GMP)
Exhibit 10	Community Area Map
Exhibit 11	Legal Actions
Exhibit 12	Disclosure Affidavit
Exhibit 13	Disclosure of Retained Parties
Exhibit 14	Licenses and Certifications
Exhibit 15	Fee Waiver
Exhibit 16	City of Chicago Multi-Project Labor Agreement
Exhibit 17	Guaranteed Maximum Price (GMP)Project Cost Proposal/Cost Form
Book 2	Standard Terms and Conditions for Design Build Contracts

[EXECUTION PAGE FOLLOWS]

Execution Page for Design-Build Agreement between Public Building Commission of Chicago and BOWA Construction with Effective Date of October 6, 2021. This Agreement is executed by the Parties stated below and made effective by such execution pursuant to its terms.

PUBLIC BUILDING COMMISSION OF CHICAGO


Lori E. Lightfoot, Mayor
Chairman


Secretary

Date: 5/17/22

Approved as to form and legality


Anne L. Zredd 5/10/2022
Neal & Leroy, LLC

DESIGN - BUILDER BOWA CONSTRUCTION


President or Authorized Designee

5/3/22

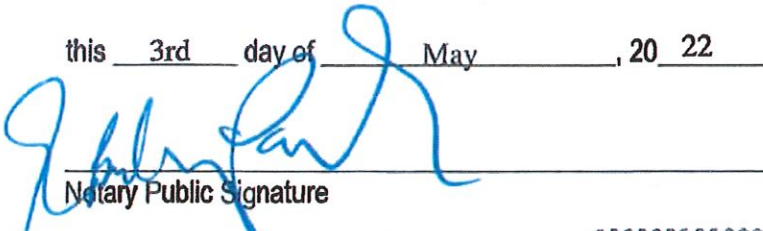
Date

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of Illinois State of Cook

Subscribed and sworn to before me by Nosa Ehimwenman on behalf of the Design Builder

this 3rd day of May, 20 22


Notary Public Signature

My Commission expires: January 3, 2023
(Seal of Notary)



EXHIBIT #1

Design-Builder Design Services

(Reminder of page intentionally left blank)

DESIGN-BUILDER DESIGN SERVICES

Architect of Record Services

1. Complete the design for the Project, schedule a minimum 3 milestone review milestones, and solicit the Commission and User Agency reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Commission and Using Agency to establish the final design.
2. Provide design documents for written approval at the completion of Design Development, interim Construction Document Phase, and at completion of Construction Documents.
3. Separate from milestone reviews required above; provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
4. The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.
5. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
 - a. Specifications will follow performance criteria outline format.
 - b. Specifications will identify acceptable manufacturers.
 - c. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
 - d. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
6. Prepare and professionally seal documents that will be issued for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies, including, but not limited to, Department of Buildings, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Office of Emergency Management and Communications, Chicago Department of Water Management, and Illinois Environmental Protection Agency. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components:
 - a. Occupancy classification.
 - b. Construction type.
 - c. Occupant load by area and floor.
 - d. Travel distances.
 - e. Accessibility.
 - f. Exit types, units and widths.
 - g. Plumbing fixture counts.
 - h. Loading berths and parking requirements.
 - i. Fire resistance requirements.
7. Facilitate a Lessons Learned walk-thru of recently constructed City College facilities with the Commission and User Agency. Document and issue for Commission and User Agency Approval a record of improvements and variations to be incorporated into design.

8. Provide coordination, support and responses in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) with the Commission's independent BAS Commissioning Authority.
9. Facilitate and document a Sustainable Design Plan for Commission and User Agency approval and provide follow up sessions as directed by the Commission Representative. The purpose of the Plan and meetings are to develop the appropriate design strategies and confirm that the Project's target LEED rating of silver is achievable for all project phases, and make alternative plans as required. Plan shall include LEED Checklist and narratives, including all LEED detail.
10. Provide an energy simulation model using the most current and required DOE Modeling Software
11. Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way.
12. Preparation of CDOT coordination drawings to the extent required by the Commission and CDOT to coordinate site work with planned improvements by the City of Chicago and CDOT.
13. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
14. Preparation of storm water analysis and management proposal.
15. Issuance of a zoning analysis package (if required).
16. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
 - a. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission.
 - b. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
 - c. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
 - d. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 - e. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 - f. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
 - g. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
 - h. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
 - i. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
 - j. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
 - k. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

- l. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
 - m. Meet with the Chicago Bureau of Electricity to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- 17. Prepare Interior Furnishing Fixture & Equipment (FF&E) Documents to define and fix the furniture, furnishings and equipment work. Include layout drawings, specifications, and a proposed color, materials and finishes schedule, including but not limited to; brochure cuts or sketches of the furniture, furnishings equipment and accessories. Budget for FF&E shall be in accordance with the published FF&E allowance.
- 18. Prepare interim and final estimates of the probable Interior Furnishings Costs with reasonable contingencies in accordance with the published FF&E Allowance.
- 19. Prepare descriptions of manufactured items, together with General Conditions, Supplementary conditions and other documents required for the procurement and installation of the Interior Furnishings Work for the Project.
- 20. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
- 21. Architect shall assist the commission and user agency in preparation of bidding information. All such documents shall be used for competitive bidding for furnishing and installation of the Interiors Furnishings Work.
- 22. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., advanced manufacturing equipment, furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels, or public art).
- 23. Develop a hardware and device location plan for Commission and User Agency review and approval.
- 24. Develop a campus way-finding, building way-finding, and room signage plan inclusive of design presentation materials and specifications for Commission and User Agency review and approval.
- 25. Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements of the Scope and Performance Criteria.
- 26. Prepare and Submit for use by the Commission an Inspection and Testing Plan forty five (45) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
 - a. Verification of responsibilities for providing inspections, tests and certificates
 - b. Scope of services for the testing and inspection services RFQ.
 - c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
- 27. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer/Design Builder shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
 - a. Space requirements between trades and/or disciplines.

- b. Space requirements and access for maintenance and replacement all MEP equipment
 - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment and electrical power as specified in various Divisions).
 - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
 - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
 - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
28. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
29. Architect Engineer shall provide no less than 16 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
30. Provide installation phase services for the FF&E including but not limited to: review of required submittals, respond to RFI's, periodic observation of the installation, and issuance of "punch lists."
31. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
32. Architect Engineer to conduct interim and a final comprehensive inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
- a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of

work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

33. Submittal, Record Document and Close requirements set forth in Book 2, Standards Terms and Conditions Procedures Manual for Design Build Projects.
34. Oversee the efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
35. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. Oversee the Design Builder's efforts to expedite the preparation and delivery of the "as-built" drawings, and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
36. Upon completion of the all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
37. Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.
38. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
39. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.
40. Assist Commission Consultants by coordinating with and providing documentation to the Consultants to aid in the development or revision of investigations and reports. Commission Consultants include but are not limited to Environmental, Survey, Geotechnical, and Traffic.

Environmental Design Consultant Services

41. Environmental Design Consultant Services.
 - a. The Design-Builder (DB) shall complete all environmental specifications for the renovation / demolitions / new construction activities, as needed, regarding:
 - i. Lead-based paint (LBP);
 - ii. Asbestos containing materials (ACM); and
 - iii. Hazardous Materials / Non-Hazardous Materials / Universal Waste;
 - iv. Existing Conditions (Hazardous Materials Assessment and Environmental Assessment);
 - v. Soil Removal and Disposal;
 - vi. Acceptance of Backfill.
 - b. The Design Builder shall ensure that the environmental specifications, environmental scope of work, etc., include procedures to manage hidden conditions discovered during the project in order to minimize delays during renovation / demolition.
 - c. The Design Builder shall follow all local, state and federal regulatory requirements and provide required specifications and procedures as necessary for managing those materials.

- d. The Design Builder shall modify the following existing PBC template abatement specifications to tailor them for the ACM abatement work utilizing an Illinois Department of Public Health (IDPH) licensed Asbestos Project Designer:
 - i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
 - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT;
 - iii. 02 82 13 ASBESTOS ABATEMENT PRIOR TO DEMOLITION;
 - iv. 02 82 14 ASBESTOS ABATEMENT FOR INTERIORS
 - v. 02 84 15 ASBESTOS ABATEMENT FOR EXTERIORS;
 - vi. 02 83 19.13 LEAD-BASED PAINT ABATEMENT
- e. The DB shall modify existing PBC template specifications as to the proper packaging, transportation and disposal / recycling of the materials identified in the Hazardous Materials Survey. The DB shall also provide cost effective methods for removing and disposing of the materials identified in the Hazardous Materials Survey. The Design Builder shall revise / develop PBC specifications for the following, as applicable to the renovation / demolition scope of work:
 - i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
 - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT; and
 - iii. 02 41 16 HAZARDOUS AND UNIVERSAL WASTE MANAGEMENT
- f. The DB shall revise/develop PBC specifications for the following, as applicable to the work:
 - i. 02 65 00 UNDERGROUND STORAGE TANK REMOVAL;
 - ii. 31 23 18 SOIL, FILL, BACKFILL, CU STRUCTURAL SOIL AND CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL; and
 - iii. 31 23 23 ACCEPTANCE OF BACKFILL, TOP SOIL & CU STRUCTURAL SOIL
- g. The DB shall provide Draft Environmental Specifications (PDF and Word format) to the PBC for review and comment prior to issuing them to the sub-contractors for execution. The Design Builder shall redline changes made to the template specifications prior to submitting them to the PBC. The DB shall make any required modifications or corrections and reissue the specifications. The DB shall upload the final version to Collaborative Workspace (CW) upon completion of the specifications. Scope of work sheets and drawings are required for this project.
- h. General Environmental Manager: The DB shall provide an experienced individual to perform the following General Environmental Management (GEM) services for renovation/demolition activities which include, but are not limited to the following:
 - i. Administrative Controls;
 - ii. Management and Coordination of Regulated Waste Removal and Disposal Activities;
 - iii. Waste Profiles, soil removal and disposal oversight;
 - iv. Backfill analysis review and approval;
 - v. Management and Scheduling of Air Sampling Activities During Asbestos Abatement Activities;
 - vi. Management, Scheduling and Reporting for Ambient Air Monitoring During Demolition; and
 - vii. Underground Storage Tank Removal Management, Oversight, Sampling and Reporting Services (if required).
 - viii. Attend meetings as requested by the PBC;
 - ix. Coordinating all environmental inspections and getting the inspection reports to the PBC in a timely manner for review;
 - x. Making sure all environmental inspection reports are provided in hard copy to the PBC and uploaded to CW;
 - xi. Getting all required design review deliverables to the PBC and incorporating all design review comments to the PBC's satisfaction;

- xii. Setting up all required environmental meetings and providing environmental project and deliverables status to the PBC as requested;
 - xiii. Become familiar with and institute existing asbestos and demolition specifications;
 - xiv. Review and approve environmental submittals required in the specifications, receiving environmental documentation from the Demolition / Abatement Contractors through CW;
 - xv. Coordinate and schedule environmental consultant's work tasks. The GEM will coordinate with any and all abatement, air sampling professional work, waste removal and Demolition/Abatement Contractors to schedule environmental oversight activities and will be in charge of managing the schedule of any and all environmental activities;
 - xvi. Receive, review, comment and approve all documents related to asbestos abatement, regulated waste removal, underground storage tank and air monitoring activities on behalf of the PBC;
 - xvii. Be responsible for escorting regulators around on campus and will be the on-site point of contact for any and all regulatory or public inquiries related to environmental matters;
 - xviii. Respond to any and all correspondence from local, state or federal regulators on behalf of the PBC after PBC review, and will provide corrective action negotiations when necessary;
 - xix. Perform daily inspections of environmental work activities and will observe, document and notify the PBC of any issues as required;
 - xx. Sign waste manifests on behalf of site owner;
 - xxi. Provide regulated materials management and oversight during removal and disposal activities;
 - xxii. Coordinate with Demolition/Abatement Contractor on site and shall maintain all submittal records and upload them to CW on a weekly basis;
 - xxiii. Be responsible to maintain schedules of all waste removal activities on site;
 - xxiv. Be responsible to inspect the areas where all waste is being removed and stored to ensure work was done correctly and in accordance with contract specifications;
 - xxv. Respond to site issues, unforeseen conditions, regulatory inspections / citation, site emergencies, spills, etc. on an emergency response basis and prepare a detailed comprehensive report at the conclusion of each incident;
 - xxvi. Coordinate Air Sampling Professional's (ASP) with the Demolition / Abatement Contractors and will keep a schedule of all ASP work being performed;
 - xxvii. Provide advice on technical matters during the course of the abatement and demolition activities, and as needed consultation to the PBC;
 - xxviii. Provide daily observations and documentation of the asbestos abatement work; and
 - xxix. Provide coordination for ambient air monitoring for asbestos, lead and particulates (PM10) during demolition activities.
- i. Air Sampling Professional Services: The DB shall provide Air Sampling Professional / Project Managers (ASP / PM) for the renovation/demolition activities as needed to satisfy applicable regulations such as OSHA. At a minimum, the ASP / PM shall be responsible for general asbestos abatement oversight activities, asbestos air sampling of inside and outside work areas, clearance air monitoring for asbestos abatement operations, and reporting. The ASP / PM will have to coordinate work activities with the GEM and the asbestos / demolition contractors. They will monitor abatement activities in accordance with all local, state and federal guidelines. They will review the asbestos/demolition contractor submittals including but not limited to:
- i. Notifications;
 - ii. Worker and supervisor licensing;
 - iii. Sign in sheets;
 - iv. Waste manifests;
 - v. The ASP / PM will conduct containment inspection;
 - vi. The ASP / PM will inspect the work areas and abatement procedures;
 - vii. THE ASP / PM will visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by asbestos abatement employees;
 - viii. The ASP / PM will monitor of contractor work methods including workspace cleanliness, wet work methods, bag out, and final cleaning; and

- ix. The ASP/PM will evaluate whether visible debris and asbestos containing materials have been fully removed as per the specifications.
- j. The ASP / PM shall be licensed by the IDPH and shall have Asbestos Analyst Registry (AAR) accreditation. (If the ASP / PM is not an accredited AAR then the DB shall include the PCM analytical costs). Laboratories analyzing samples (if needed) shall participate in AIHA PAT Program or analyst should be AAR. The ASP / PM will be responsible for asbestos air sampling of inside and outside work areas and clearance monitoring.
- k. Air monitoring shall be conducted in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400, counting rules and all local, state and federal requirements. The ASP/PM shall provide work area monitoring (inside and outside containments) and final clearance inspection, testing and sample analysis using phase contrast microscopy (PCM) in accordance with IDPH regulations. The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC, the GEM and the asbestos/demolition contractor for related phases of the overall project.
- l. The DB shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
 - i. Summary of work;
 - ii. Company and ASP / PM Name and License;
 - iii. Date and time of activities;
 - iv. Sampling methods used;
 - v. Asbestos abatement contractor;
 - vi. Daily worker log;
 - vii. Work area sign-in and out logs;
 - viii. Photographs during abatement activities (before and after);
 - ix. Notifications;
 - x. Worker and Supervisor Licensing;
 - xi. Waste Manifests;
 - xii. Analytical/filled out air sampling forms by ASP / PM;
 - xiii. Daily inspectors logs;
 - xiv. Other forms and/or logs required by state and federal regulations; and
 - xv. Provide sampling and analysis of unexpected ACM encountered during the work.
- m. Ambient Air Monitoring Services: The DB shall provide ambient air monitoring to ensure compliance with existing local, state and federal ambient air standards. Ambient air monitoring shall be performed during demolition activities for asbestos, lead and particulates (PM10). The DB shall prepare an "Ambient Air Monitoring Plan" which includes monitor locations, air sampling and analytical methodology and action levels. It is anticipated that these samples will be performed to establish a baseline demonstrating the ambient air levels of asbestos, lead and particulates during demolition activities. Once baselines are established, and if monitoring shows levels are below acceptable guidelines as stated below, with approval from PBC, the DB can demobilize the air monitors from the site. It is also anticipated these methods will be utilized for this project:
 - i. Respirable Dust (PM10) found in the Code of Federal Regulations (40 CFR, Part 50, Appendix J) or other approved method;
 - ii. Lead by the procedure found in Code of Federal Regulations (40 CFR, Part 50, Appendix G) or other approved method; and
 - iii. Asbestos (utilizing Phase Contrast Microscopy (PCM) and / or Transmission Electron Microscopy (TEM))
- n. The Design Builder shall provide a report for the project including but not limited to the following:
 - i. Company and ASP Name and License;
 - ii. Date and time of activities;
 - iii. Sampling methods used;
 - iv. Demolition contractor;

- v. Analytical / filled out air sampling forms by ASP;
 - vi. Daily inspectors logs; and
 - vii. Other forms and/or logs required by state and federal regulations
- o. Underground Storage Tank Oversight Services: The DB shall provide underground storage tank removal management, oversight, sampling and reporting services (if required). These services shall include, at a minimum:
 - i. Following the removal of the tanks, soil samples will be collected from the excavation walls and floor. Two (2) samples shall be collected from the excavation floor below each UST and the four (4) side walls for a total of six (6) samples from each tank basin. The soil samples collected for chemical analysis will be placed into the appropriate pre-preserved sample containers provided by the laboratory. The sample jars will be labeled and immediately placed into an ice-filled cooler. The samples will be subsequently transported under proper chain-of-custody protocol to an IEPA approved analytical laboratory. Soil samples shall be analyzed for the absence/presence of Benzene, Toluene, Ethylene, and Xylene (BTEX) using USEPA Method 5035A/8260B and Polynuclear Aromatic Hydrocarbons (PNAs) by USEPA Method 8270 SIM. In addition, one soil sample will be collected for Leaking Underground Storage Tank (LUST) Priority Pollutants.
 - ii. If needed, the DB shall prepare the 20 and 45 Day Reports as required by the Illinois Environmental Protection Agency.
 - iii. The DB shall create one binder that includes the following information for each tank.
 - 1. Description of the UST removed, the location, the size, the date, time, Contractor Name, removal permit number, product and soil removed, GPS coordinates of each corner of tank basin, backfill type, analytical results and photos;
 - 2. Removal Permit; and
 - 3. Waste Records
- p. Environmental Cost Estimate: Provide an environmental abatement estimate based on the surveys completed. The Cost Estimate shall include detailed information for the abatement of asbestos containing materials, lead-based paint mitigation (if required); removal and disposal/recycling of hazardous and non-hazardous materials; and soil removal and disposal.
- q. Environmental Project Manager: The Design Builder shall provide an Environmental Project Manager (as needed) for providing consulting services related to:
 - i. Review the Phase I and II Environmental Site Assessment and providing recommendations regarding management of soils in the project area;
 - ii. Preparation of an "Environmental Remediation Plan" to indicate impacted soils and disposal requirements;
 - iii. Providing submittal reviews related to soil disposal and imported materials;
 - iv. Preparation of a "Waste Management Plan"; and
 - v. Manage off-site soil disposal with a truck tracking log

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EXHIBIT #2

Documents and Drawings Issued for Scope and Performance Criteria from the RFP Phase II

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SCOPE AND PERFORMANCE CRITERIA

PROJECT SCOPE AND PERFORMANCE CRITERIA The Basis of Design narrative and the attachments are intended to describe the project characteristics required for the development of a new Joint Public Safety Training Campus Phase 01A: Outlot Restaurant Area.

I. Project Description

A. Project Overview

The Project scope for Phase 1A consists of a development a vacant property located at 4443 West Chicago Avenue in the Austin/West Humboldt Park Neighborhood for the City of Chicago Department of Assets, Information & Services ("AIS"). The Project is part of a larger 32.63 Acre Master Development of the Joint Public Safety Training Campus ("JPSTC") project. JPSTC includes multiple Phases, including Phase 1A (outlot development), Phase 1 (training academy building), and Phase 2 (outdoor scenario training). Phases 1 and 2 are being developed and delivered under separate procurements. The Project scope for Phase 1A includes core and shell construction and limited interior buildout of two (2) single-story buildings for restaurant tenants ("Peaches" and "Culvers"), site remediation per IEPA requirements, Public Right of Way (PROW) improvements, and associated site development (landscaping, courtyard amenities, site lighting, landscaping, etc.). Phase 1A also includes coordination for final tenant buildout (final buildout by others) as well as continued coordination with the Phase 1 and Phase 2 work. The project follows the DPD Design Excellence Guidelines and is targeted as LEED Silver.

A Feasibility Study has been developed to define the initial parameters of the Project scope including schematic design development for the restaurant structures and associated site work. Additionally, the Study included development of a Boys and Girls Club and buildout of a community room within the Academy to be further designed and constructed by others.

B. Anticipated Project Timeline

The PH-1A development turn-over timeline for the restaurant's core and shell and limited interior building scope schedule anticipates FF&E buildout by tenants in advance of the substantial completion and opening of the JPSTC.

1. Notice to Proceed: October 2021
2. Schedule Milestone #1: Mobilization + Site Control: January 2022 – February 2022
3. Schedule Milestone #2: August 31, 2022
 - a. Site Demolition, Site Preparation, Soil Remediation and environmental barrier installation in accordance with the Contract Documents
4. **Substantial Completion:** **October 14, 2022**
 - a. All Work associated with new buildings with the exception of site development work
 - b. Project Turnover to AIS. Buildout Commencement by Tenants.
5. Schedule Milestone #3: November 30, 2022
 - a. All remaining site development work

C. Site Limits

Refer to PH-1A site plan for delineated project site limits to define the below phase requirements. The site is bounded on the north by Chicago Avenue, on the west by the Academy building (Phase 1), on the east by Kolin Avenue (CTA/Outdoor Scenario Village access road) and the south by the newly constructed retaining wall (by others).

PH-1A Total Site Area = +/- 138,445 SF or 3.178 Acres

D. Site Description

The overall project is following a site masterplan, developed by the Public Safety and Community Builders Joint Venture ("PSCB JV"). The overall plan is included in the reference documents as part of this RFP. The PSCB JV team is responsible for the design and construction of PH-1 of the JPSTC. A separate DB team will be responsible for the design and construction of PH-2 (Outdoor Scenario Village) of the JPSTC.

SCOPE AND PERFORMANCE CRITERIA

The entrance to the site will be the existing Kostner Avenue ROW which will become a private drive. A new parking lot will be constructed including approximately 97 spaces and 5 ADA spaces, loading zones and 15 bicycle parking spaces; PROW improvements including landscaping, loading zones and potentially a new bus stop, lighting and coordination with pending CDOT scope; landscaping is as described in the Feasibility Study and consistent with the Landscaping Ordinance and DPD requirements; a drive-thru for the Culver's establishment; signage and wayfinding; soil management according to IEPA guidelines and SRP requirements. See below for the plan for soil management which will outline the SRP enrollment requirements.

E. Program Summary

1. PH-1A: Restaurants + Sitework

Design and construct two single-story restaurant buildings along with site development per the signed Tenant Lease Agreements between AIS and Peach's and Culver's respectively. Construction will include "Core and Shell" and limited "Interior Buildout" elements as defined in the current Lease Agreements. These Lease Agreements are anticipated to be amended at a later date. The DB will be required to coordinate with the restaurant operators / end users with regards to its MEP coordination, sleeves, slab/wall penetrations, equipment and interior buildout requirements.

- a. DB to separate core and shell elements from limited interior buildout elements for cost estimating.
- b. DB to utilize interior buildout allowance as efficiently as possible in order to maximize inclusion of required buildout elements.
- c. Interior buildout elements beyond the allowance expenditure become the responsibility of the Tenant. Every effort should be used to incorporate all of the interior buildout elements if at all possible.
- d. DB shall prepare all necessary scoping and cost information for determination of final program.

2. Peach's

The Peach's restaurant building is anticipated to be a single-story structure of approximately 7,000sf to 8,000sf and is designated as a high turnover ("sit-down") restaurant with no drive-thru service. The design is anticipated to include, but not be limited to:

- a full kitchen, including additional training kitchen with refrigeration, frozen and dry storage;
- a dining area including brunch bar ("buffet");
- separate party/training room;
- functional spaces such as toilet rooms, janitor's closet, vestibules, office, staff room, mechanical room, trash enclosure;
- utilities provided and distributed throughout as required;
- metal or wood panel and storefront exterior façade.

3. Culver's

The Culver's restaurant building is anticipated to be a single-story structure of approximately 4,000sf to 5,000sf and is designated as a fast casual restaurant with a drive-thru service. The design is anticipated to include, but not be limited to:

- a full kitchen with refrigeration, frozen and dry storage;
- a dining area, walk-up service counter, beverage service area and drive-thru service window;
- functional spaces such as toilet rooms, janitor's closet, vestibules, office, staff room, mechanical room, trash enclosure;
- utilities provided and distributed throughout as required;
- metal or wood panel and storefront exterior façade.

4. Site Work

The site remediation activities will include, but not be limited to:

- enrollment in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP");

SCOPE AND PERFORMANCE CRITERIA

- on-site storm water detention;
- a private driveway extension of Kostner Avenue off of Chicago Avenue;
- necessary public way improvements per CDOT standards including hardscaping, landscaping, loading zone, clearance for a potential future bus stop shelter;
- Public plaza - hardscaping and landscaping;
- Dining plaza - hardscaping and landscaping including raised planters;
- a parking lot with drive-thru (Culver's only) including approximately 97 spaces and 5 ADA spaces, loading zones and 15 bicycle parking spaces;
- monumental signage;
- wayfinding;
- underground utility connections directly to the PROW;
- site lighting including infrastructure for cameras for security purposes;
- fire access lane, to serve the buildings;
- and COMED preliminary service entrance location will be performed by
- Primary and secondary electrical equipment and infrastructure work as shown on the site plan included with the RFP and Com Ed preliminary service entrance location will be performed by Com Ed. DB shall be responsible for coordinating its Work accordingly. DB shall be responsible for all secondary work including, but not limited to conduit, cable, and terminations to facilitate its work for the Project.
- site utilities for gas, water, telephone, cable, services connected directly to the PROW;
- compliance with the Chicago Landscape ordinance;
- Potential infrastructure for a public art installation
- The DB will be responsible for grading and providing the engineered barrier per IEPA requirements at the Boys and Girls Club Outdoor Play Area within the BGCC property limits. See site plan for project limits.

5. Not in Contract (NIC)

- Rough grading of the current site to the existing elevation at the back of curb at Chicago Avenue with a 1% slope up to the retaining wall.
- Design and Construction of the retaining wall at the south perimeter of the property.
- The Boys and Girls Club Building is excluded from the PH-1A scope of work (delivery schedule pending confirmation by AIS).
- The DB will not be responsible for site furnishings, fencing, landscaping within the Boys and Girls Club Outdoor Play Area within the BGCC property limits. See site plan for project limits.
- Utility work for PH-1 located within PH-1A Project limits
- JPSTC/CTA monumental sign at Kolin Avenue and Chicago Avenue
- Scope of work outside of the Project limits including, but not limited to: landscaping south of the retaining wall, traffic signal improvements at Kolin Avenue, Outdoor Scenario Village/CTA access road east of the property limit
- Scope related to the construction of the Academy and its related site work as well as the Outdoor Scenario Village and associated site work.
- FF&E procurement is NIC and will be the responsibility of the tenant.
- Coordination of Kostner Avenue Vacation process

6. Coordination

- PH-1 Joint Venture
- PH-2 DB Team
- PH-1A Tenants
- BGCC Design Team
- BGCC Construction Team
- Public Art Developer
- IEPA

SCOPE AND PERFORMANCE CRITERIA

II. DB Team Project Coordination

A. Due Diligence

1. Traffic Study Report: The Masterplan traffic study completed by AIS as part of the overall site, will be used for PH-1A.
2. Alta/NSPS Survey: The Masterplan Alta Survey completed by AIS as part of the overall site, will be used for Phase-1A. AIS provided an additional survey that will provide a legal definition of the BGCC property. Any additional site investigation will be the responsibility of the DB.
3. Geotechnical Report: The Masterplan geotechnical report completed by AIS as part of the overall site is provided for reference. AIS advanced supplemental borings and provided a report to more definitively characterize the soil on the Phase 1A site. Any additional site investigation will be the responsibility of the DB.
4. Environmental Report #1: The Phase-I ESA report completed by AIS as part of the overall site, will be used for Phase-1A.
5. Environmental Report #2: The Phase-II ESA report completed by AIS as part of the overall site, will be used for Phase-1A. Environmental Oversight during construction will be the responsibility of the PBC's environmental consultant. See below regarding IEPA coordination. AIS provided a supplemental report with additional information specific to PH-1A that will be used to enroll the site in the SRP Program.
6. GPR Survey & Report: The GPR report completed by AIS as part of the overall site, will be used for Phase-1A. AIS plans to perform a supplemental GPR study, specific to the Phase 1A site once the rough grading work (by others) is complete. Potholing and Test Pits needed in addition to the original report will be the responsibility of the DB site preparation activities during construction.
7. IEPA SRP Enrollment: The Project will be enrolled in the Illinois EPA's Voluntary Site Remediation Program (SRP) with the intent of acquiring a No Further Remediation (NFR) letter in accordance with the proposed site use. Refer to the environmental reports regarding the PH-1A site for information concerning the current environmental status. The SRP boundary is indicated by the DRM-1 form submitted to the IEPA.
8. SMP: Soil management will be handled on site with the requirement not to commingle soils to manage between clean vs contaminated areas for control. Specialty disposal of contaminated soils to be coordinated by the DB team.
9. Site Logistics/Phasing Plan: The DB will coordinate with the masterplan PH-1 Joint Venture and PH-2 DB team for developing a Phase-1A specific site logistics plan. While each phase will have its own logistics and phasing plan, the DB will be required to develop a site-specific logistics plan including, but not limited to: construction trailers, refuse/dumpsters, toilets, site ingress/egress for pedestrians and vehicles, temporary utilities, site access, signage and wayfinding, working hours, delivery hours, safety protocols, curb/lane/street closures, public pedestrian safety, barricades, delivery routes, traffic patterns, parking, fencing and gates, staging/lay down area, etc.
10. Legal: The DB will be responsible for all zoning and legal aspects for the Phase-1A site, including but not limited to, coordination and support of Minor Changes to the existing PD and the Part-II Plan Development (PD) submittals and approvals. The DB may be required to submit Right of Entry (ROE) forms and associated documentation in order to perform work on AIS property prior to mobilization. The PBC will provide such notification to the DB in a timely manner so as to prepare the required documentation.
11. Utilities: Utility connections for the Phase-1A services. DB to coordinate and confirm all site utilities for work required within Phase-1A. Each restaurant tenant will have its own meter and access to:
 - Electrical/Power – Primary service line from the on-site switchgear (by others) to a new Transformer for each restaurant in coordination with ComEd. Both restaurants will be individually metered. Site electrical will be fed from the PH-1 site.
 - Gas – Primary service line from the PROW to the PH-1A site program.
 - Water – Primary service line from the PROW with DWM-Water, from W Chicago Ave to the PH-1A site. The DB is responsible for historical service cut-offs, capping and bulkheading as required for the PH-1A site.
 - Sanitary & Sewer Connection – Sanitary connections to the PROW from each building. Stormwater connections from on-site detention to PROW.

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- Telephone – Primary service line from W Chicago Ave. in coordination with AT&T, from W Chicago Ave to the Phase-1A site.
- Comcast – Primary service line from W Chicago Ave. in coordination with Comcast, from W Chicago Ave to the Phase-1A site.
- OEMC – Not required for PH-1A Project
- Not In Contract – BGCC to provide direct utility connections to City/Utility services. BGCC will need to coordinate with DB team for sequencing of underground utility work prior to DB team's PROW work.
- DB to accommodate Phase 1 utility infrastructure and associated apparatus on Phase 1A property including, but not limited to: electrical/data, water.

B. Regulatory Coordination

1. DPD: PD coordination w/Masterplan Part-1 already completed and approved. PD1454 states in item 13 that prior to Part II approval, "the applicant shall submit a site plan, landscape plan, and building elevations for the specific outlots for review and approval by DPD." Minor change request required to update "site fencing" and new parking configuration (item 3) information as part of the PH-1A plan submittals. DB to submit Part II materials and to coordinate approval process.
2. LEED/Sustainable Policy Matrix: As part of the Plan Development of the site, Phase-1A will comply with DPD Sustainability Policy. Anticipated LEED Target of Silver (Core and Shell) for both restaurant buildings.
3. DOB: Coordination for permit process of Phase-1A. DB to coordinate with DOB regarding permitting process and permit packaging.
4. OUC: DB to coordinate with OUC as/if required.
5. CDOT: Coordination by DB for PROW scope along Chicago Avenue and Status of N. Kostner Ave vacation. AIS coordination and determination of intersection turning lane markings, pedestrian signals heads/flashing hand & countdown timer, crosswalks, median, and signage at N Kostner Ave. access to the project site. Kolin Avenue coordination, signage, public way work is AIS's responsibility. DB to confirm status of CDOT work along Chicago Avenue and coordinate accordingly.
6. CDOT: DB to coordinate with CDOT to obtain house certificates for restaurant buildings.
7. DWM-Stormwater: Water Management coordination for project phases. PH-1A stormwater management will have a direct independent connection to City services. DB to coordinate directly with DWM on the design and installation of the stormwater management system. DB to calculate the necessary volumes and propose design solutions. Innovation subject to AIS approval prior to implementation.
8. DWM-Water CTR: DB to coordinate with Department of Water Management within the PROW for the new service connections for the restaurants per the Phase-1A site plan. BGCC to coordinate with DWM directly. DB to coordinate with BGCC for sequencing of its utility work.
9. FIRE: DB to coordinate CFD to meet project access requirements as well as coordinating life safety systems within the restaurants and any public/private hydrants.
10. OEMC: OEMC confirmed that restaurants do not have fire alarm systems connected to the City's system.

III. Project Requirements

A. Design Requirements

The project is to be designed in accordance with the requirements of the most recent Chicago Building Code ("CBC") and DPD "Design Excellence" Guidelines. Specifications for materials, products, systems, and warranty requirements shall be subject to PBC and AIS review.

B. Planned Development Design Compliance and Requirements

The Masterplan development (addressed as 4301 W. Chicago Avenue) has been granted approval by City Council per Department of Planning and Development ("DPD"), the published Institutional Planned Development (IPD) IPD#1454 [SO2019-374] for the project site. The proposed PD application #A-8469 was introduced at Zoning Committee on 2/28/2019 and approved at City Council on 3/13/2019. The Net Site Area for the JPSTC development is approximately 1,369,340 SF or 32.63 acres. The package was submitted by the PSCB JV Team on behalf of AIS.

SCOPE AND PERFORMANCE CRITERIA

The Phase 1A project site is located as part of the larger masterplan for development. The DB will be responsible for submittal and compliance with the Part 2 Planned Development requirements for the Phase 1A site.

1. DB to follow-up with the following prior to the Minor Change (Site Plan and Elevations approval):

- CDOT
- CFD
- Stormwater
- Sustainability
- Landscaping

C. Code Compliance & Permit Approvals

The DB shall be fully responsible to provide all notifications and obtain all required permits for the project, from jurisdictions having authority including, but not limited to, the following agencies:

- CoC DOB - City of Chicago Department of Buildings (Building Permits, and Public-Way Sign Permit)
- CDOT - Chicago Department of Transportation (Right of Way Permit, Temporary Driveway Permit, House Number Certificates)
- OUC - Office of Underground Coordination (Utility Surveys, Other)
- CFD - Chicago Fire Department (Sprinkler, Fire Alarms)
- DWM - Department of Water Management (Sewer Permit, Water Taps, Stormwater Management, Abandoned/Disconnect Taps)
- MWRD - Metropolitan Water Reclamation District
- CDPH - Chicago Department of Public Health
- IEPA - Illinois Environmental Protection Agency
- DPD – Department of Planning and Development / Zoning

D. LEED & Sustainability Design Requirements

The building(s) and site, as set by the PBC, are required to be designed and constructed to achieve sustainable goals and for a LEED v4.1 for Core & Shell “Silver” Certification, as defined by the U.S. Green Building Council (“USGBC”). A proposed path to LEED Certification and its precise path shall be explored in a goal setting meeting with the PBC, refined and finalized by the design team in subsequent project development with participation review and approval by the PBC. Strategies shall be proposed and approved by AIS/PBC in advance, particularly those requiring up-front cost and/or ongoing maintenance or reporting.

Project shall comply with the Chicago Sustainable Development Policy 2017 or latest applicable per the regulatory agency for compliance. The precise path for compliance shall be determined by the design team in coordination with the PBC. The DB is to coordinate with the PBC to develop a Sustainable Development Matrix with strategies that align with project goals and meet the requirements of the PD.

The DB shall include the services of a Commissioning Agent as part of its team to review MEP systems for conformance with applicable regulatory and LEED standards.

E. Environmental Requirements

The Project will be enrolled in the Illinois EPA’s Voluntary Site Remediation Program (SRP) with the intent of acquiring a No Further Remediation letter (NFR) in accordance with the proposed site use. Refer to the environmental reports generated for the PH-1A site for information concerning the current environmental status. The SRP boundary is indicated by the DRM-1 form submitted to the IEPA. The submittal deadlines for SRP environmental reports will be developed and incorporated into the DB’s schedule.

SCOPE AND PERFORMANCE CRITERIA

F. Reference Documents

The PBC's Design Management Manual ("DMM") will be made available online via our electronic business process management software called "e-Builder."

AIS has advised that its technical design standards do not apply to the design and construction of the Peach's and Culver's restaurants.

END OF BASIS OF DESIGN

EXHIBIT #3

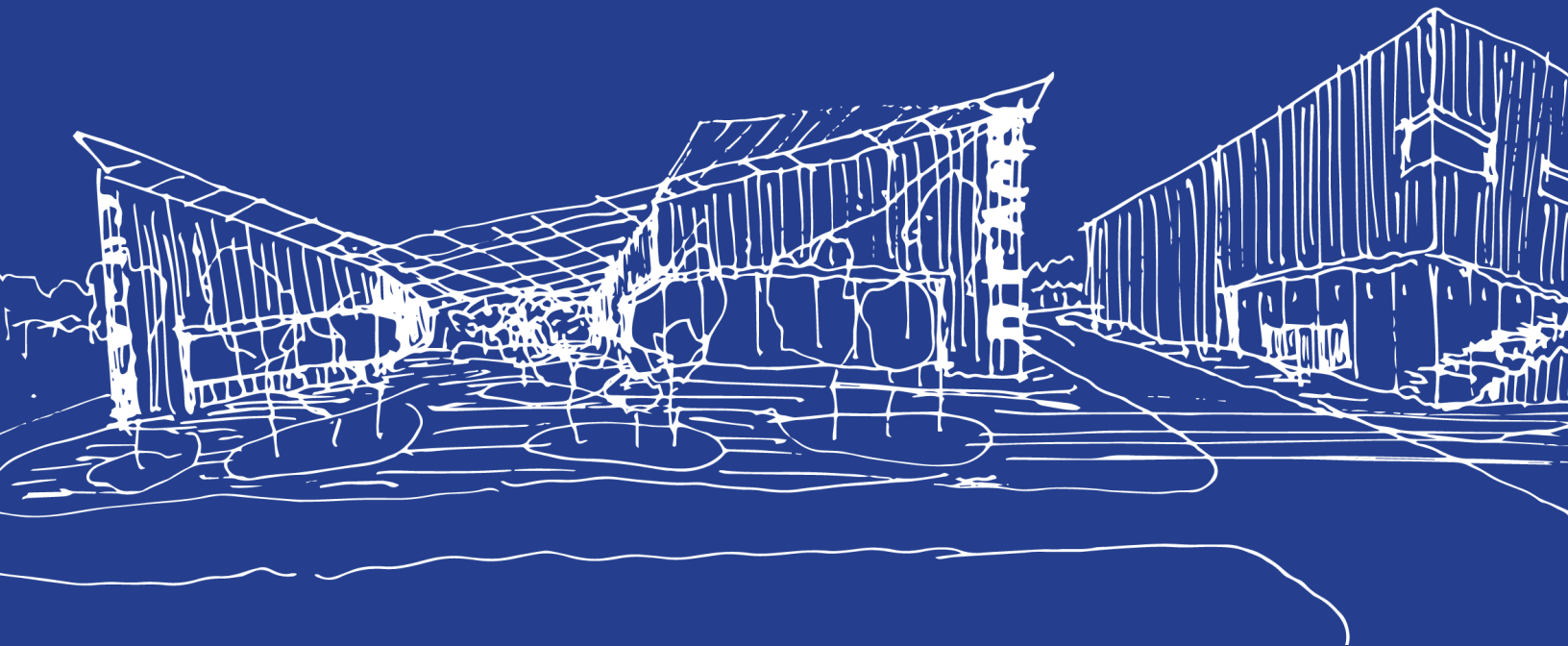
Feasibility Study completed by Latent Design Corporation dated May 7, 2021

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JOINT PUBLIC SAFETY TRAINING CAMPUS

PHASE 1A OUTLOTS FEASIBILITY STUDY

100% ISSUANCE | MAY 07, 2021



DEVELOPED FOR:
PUBLIC BUILDING COMMISSION OF CHICAGO



“It means a lot to be able to allow our students to have a voice...this is a perfect example of them being able to demonstrate good citizenship.”

- CPS teacher during engagement session 5



DESIGN TEAM DIRECTORY



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LATENT DESIGN

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ENGAGEMENT

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EXECUTIVE SUMMARY

On November 8th of 2017, City Council approved to purchase the land at 4301 W. Chicago Ave. for the creation of a new Joint Public Safety Training Campus (JPSTC) located on Chicago's West Side under then Mayor Rahm Emanuel and continued into Mayor Lori Lightfoot's administration. The campus was envisioned as a "best-in-class" facility, aimed at improving the quality of training and skill development Chicago's first responders receive at the beginning of and throughout their career. As part of conversations surrounding the creation of two Invest South/West (ISW) corridors along Chicago Avenue, an opportunity emerged to enhance the JPSTC community space and ultimately reimagine the role a public safety training campus plays within a neighborhood. A highly collaborative feasibility study was launched; led by the Design Team, in close coordination with the Public Building Commission of Chicago (PBC), the Department of Planning





and Development (DPD), and the Department of Assets, Information and Services (AIS). The Design Team was tasked with engaging the community and project stakeholders to explore possibilities for leveraging the City's JPSTC investment to catalyze other beneficial investments.

7

Community outreach was a central component to the study, and discussions with youth from adjacent schools, local stakeholders, as well as Chicago Fire and Police training cadets, provided an

understanding of their needs and aspirations for the project. A collective desire for restaurants, public space, after school programs and community activities, among others, were recurring topics within outreach sessions and served to guide many of the design decisions outlined in the study.

This Feasibility Study for Phase 1A of the JPSTC examines an adjusted scope which incorporates two restaurants, extensive site improvements and remediation, outdoor public space and a dynamic and inclusive community center. It documents the exploration of site analysis, an iterative design process, community engagement strategies and findings, and an in-depth profile of each occupant of the site. The team's analysis of the adjusted scope explores the constructibility of the project, and provides insight into its cost, while simultaneously achieving a design that is representative of the desires of the public realm.

The study moved forward and grappled with the conditions of the global COVID-19 pandemic. All meetings were conducted digitally, including outreach to community stakeholders and engagement workshops. The team relied on the City's network and community partners to implement this study. In order to ensure thoughtful implementation and swift execution, tasks and recommendations have been provided to guide the next steps of the project toward successful completion.





1 | INTRODUCTION

THIS SECTION INCLUDES |

- 1.01 | Project Context
- 1.02 | Project Phasing
- 1.03 | Design Process
- 1.04 | Design Excellence
- 1.05 | Sustainability Goals

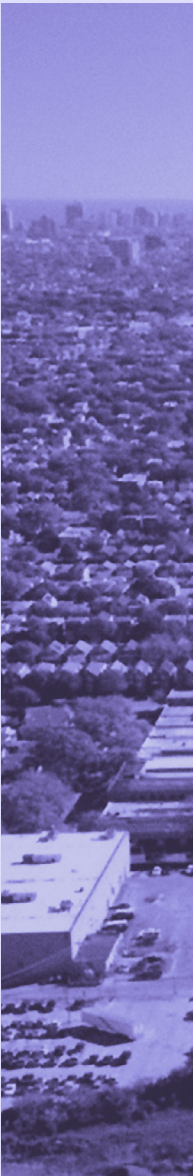
This publication houses the documentation of the in-depth research and engagement of the end-users of the site and of the community members impacted by the project. As a public document, the collaborative process details the synthesis of feedback and reflections of the community into design principles that carry through the design process and project. Conducted under the restrictions of COVID-19 regulations, the Feasibility Team conducted weekly checkins with the various City teams, community stakeholders, and end users to determine and design within the parameters of the project. The design direction presented in this document will be translated into a basis of design to develop in the next phasing of the project.

1.01 | PROJECT CONTEXT

The Austin / Humboldt Park / Garfield Park neighborhoods have a rich array of schools, social service institutions, and thriving business corridors. With a long history of industry and manufacturing in this area, the now shuttered warehouses and swaths of land are finally being redeveloped and reincorporated back into the neighborhoods.

4443 WEST CHICAGO AVENUE

The project is situated along Chicago Avenue, a wide and heavy trafficked arterial street which bisects Cicero and Pulaski Avenues. The thoroughfare plays a vital role in connecting the western suburbs and neighborhoods into the city center of the Loop.



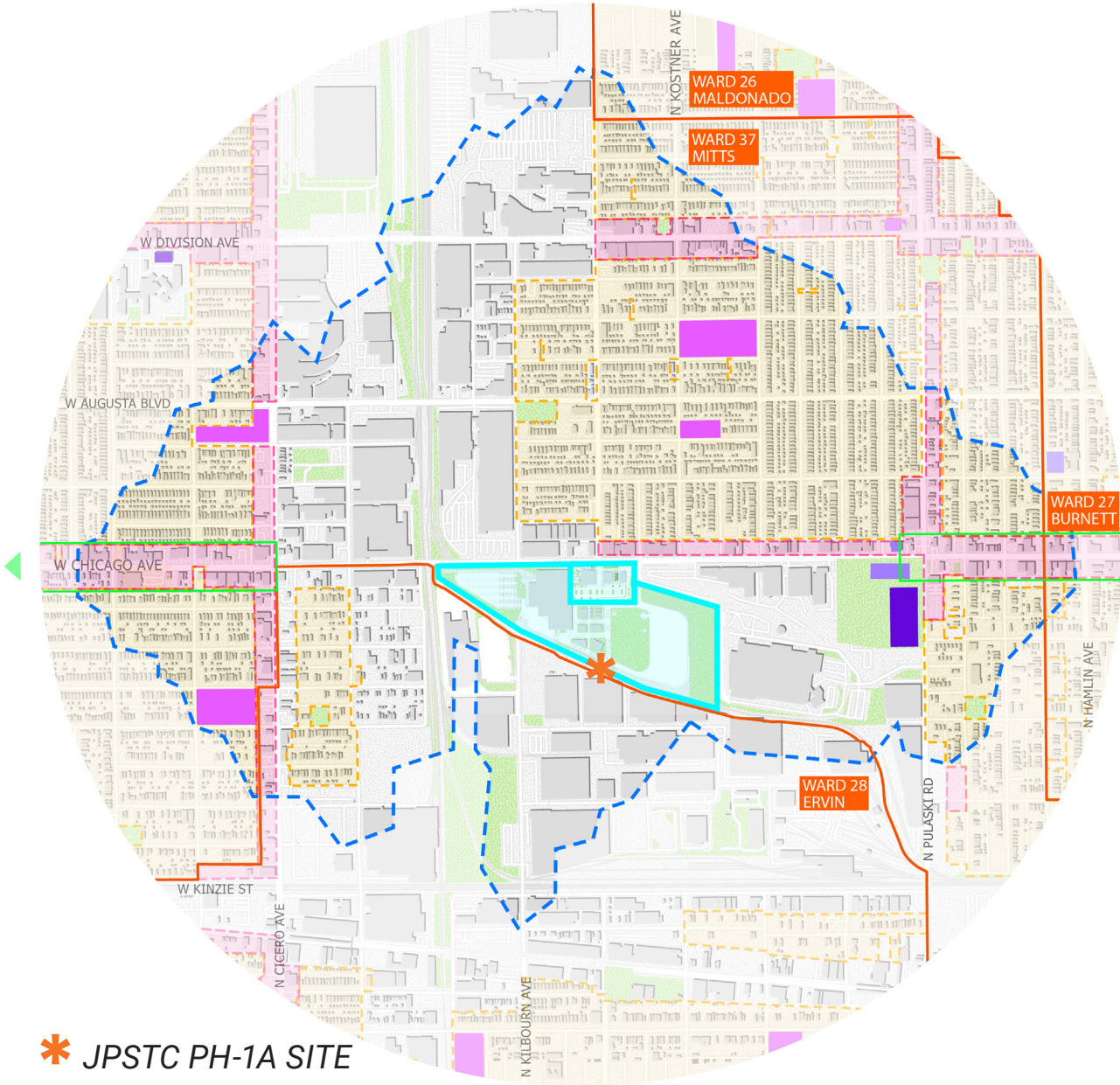




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Getty Images: The Washington Post

DEMOGRAPHICS

The site exists within a Planned Development Designated zone and is surrounded by low density single and multi-family residences. The site's proximity to several educational institutions indicates a present younger age group that could benefit from after school programs. The campus sits just on the edge of Ward 37 under Alderwoman Emma Mitts, bordering Ward 28 under Alderman Jason Ervin. The target audience of engagement was surrounding the Austin, Humboldt Park, Garfield Park neighborhoods. Based on the 2020 Census, Ward 37 has an estimated total population of 57,916, 69% of which are Black, 27.2% of which are Hispanic or Latino, 1.8% of which are White, and 0.4% of which are Asian. The mean household income is \$45,522. The number of elementary schools within close proximity to the site indicates a higher concentration of youths that could benefit from after school programs. The existing demographics and lack of access to public spaces also supports the need for these amenities.



1.02 | PROJECT PHASING

PHASE 1 (PH1)

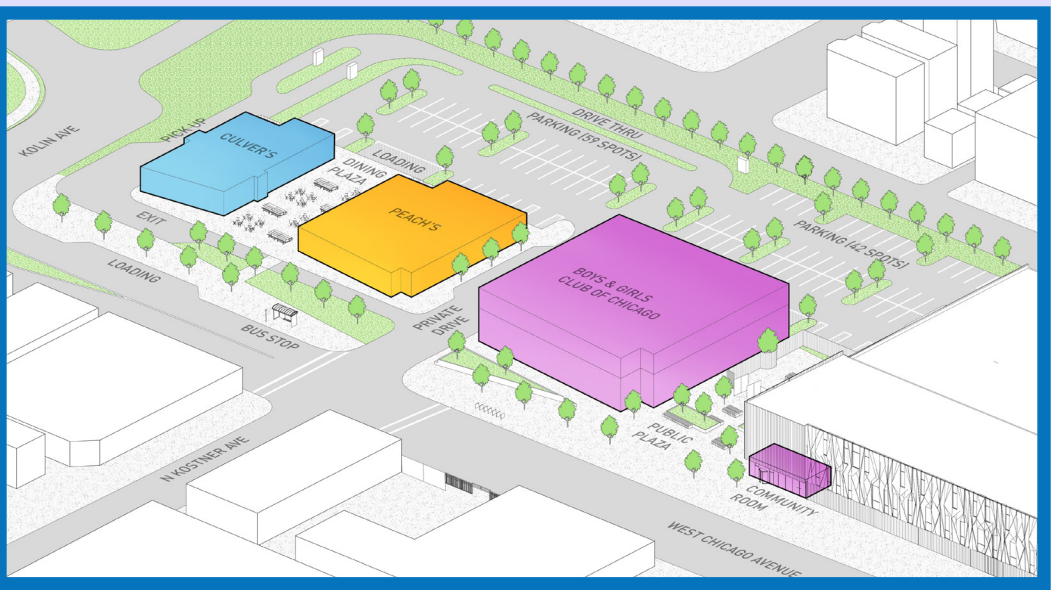
PH1 is under development by the Public Safety and Community Builders Joint Venture (PSCB JV). This scope of work covers the training academy for the Chicago Police Department (CPD) and the Chicago Fire Department (CFD) recruits. PH1 is re-routing the existing CTA drive to Kolin Avenue's new curb cut into Chicago Avenue.

PHASE 2 (PH2)

PH2 is under development by the PBC and a team of design architects, DLR Group and Nia Architects. The scope of work is the construction of outdoor scenario structures for the training purposes of the CPD and CFD recruits.

PHASE 1A (PH1A)

PH1A, the focus of this publication, is under development by the PBC. A design-build team will be procured by PBC to construct the site, public realm improvements, and two restaurant core and shell buildings for a Peach's and Culver's. The task of this feasibility study is to determine the requirements of the project and design direction with respect to the community's wishes. Development of the community center started under this feasibility study and will be taken to completion under the Boys and Girls Club of Chicago.



Phase 1A Enlarged Site Plan



Overall Project Phasing Diagram

1.03 | DESIGN PROCESS

Throughout the feasibility study, various complexities of public requirements, budgetary measures, construction schedule coordination, as well as a fully collaborative project often collided with disparate priorities and interests. In order to accomplish the study goals, the site must balance operational security, tenant function and lease needs, and integration into an urban Chicago Avenue public realm.

SITE CONSTRAINTS + COORDINATION

The site is bound by the PH1 Academy building, the new Kolin Avenue, Chicago Avenue, and PH2 to the south. Given the phasing of the project, we approached site analysis as a point of coordination. Constraints presented opportunities for expanded discussions surrounding project goals.

The PH1A site must mediate between the City's operational security needs, restaurant tenant lease agreements that were established prior to the feasibility study, and the addition of an approximately 20,000 SF community center.





DESIGN STARTING POINT

At the PH1A project's inception prior to the feasibility study, the site was designed around common places for the Academy users to organically live alongside the community, regularly encountering residents and youth in the neighborhood in de-escalated, everyday interactions. The project invited two African-American-owned restaurants to the site with support from community representatives. However, these two restaurants occupied a large outlot each, with limited consideration for the Chicago Avenue streetscape and were surrounded by parking. The PH1 Academy Building adjacent to the site included a Community Room of 2,000 SF as a neighborhood amenity and event space.

Community feedback and interdepartmental exchanges led to the need for a standalone community center to be added to the site. The Design Team was tasked to revisit the initial design layout to create a dynamic and activated public realm for end-users of the site and all passersby of the neighborhood.

The initial site layout encapsulated an auto-oriented suburban model of public space, prioritizing drive lanes and parking spots, with few site amenities for neighborhood residents to gather.

Challenged by the Department of Planning and Development, the Design Team embarked on an iterative design process involving several public agencies, tenant discussions, and community engagement of youth and neighborhood organizations.



CHALLENGES TO STARTING POINT

1. Reduce the large expanse of parking
2. Re-route the drive-through away from the public right of way
3. Consolidate the large, separate, single-occupant buildings
4. Engage with the community to reveal possible programmatic partnerships to populate the shared public plaza
5. Engage with neighborhood residents on possible programming of the Academy Community Room.
6. Transform southern site extent's existing landscape berm into a physical and visual barrier into PH2 for operational security.

CULVER'S	4,300 SF
PEACH'S	7,000 SF
ACADEMY COMMUNITY ROOM	2,000 SF
PARKING	138 SHARED SPACES



MASSING B

PEACH'S + CULVER'S	20,000 SF
COMMUNITY CENTER	20,000 SF
ACADEMY COMMUNITY ROOM	2,000 SF
PARKING	125 SHARED SPACES

Design Challenge

- Site circulation
- Operational security for PH2

MASSING DIAGRAMS

The initial design starting point required the immediate task of locating an additional 20,000 SF community center, its additional required parking, and consideration of the spatial connection to the Academy Building. This section shows the iterative design process examining various adjacencies and massing that takes all the various parameters and project requirements into consideration. Each study requires some compromise from every side, for the collective fulfillment of a dynamic and activated public realm and gathering space.

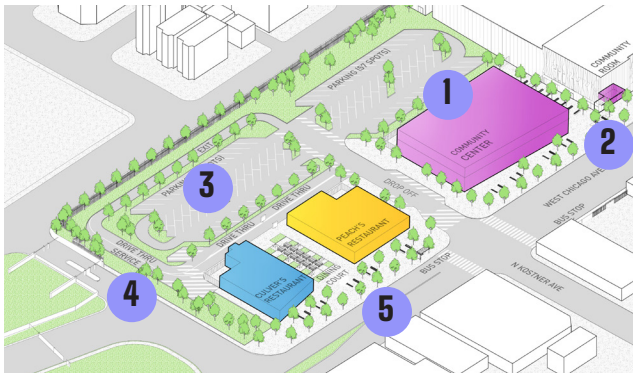
Initial massing studies involved various combinations of the three site occupant programs into one or two buildings. As discovered, the consequences of doing so included the lack of individual program identity and a massive, unprogrammed outdoor space. The reduction of buildings would allow for a more appropriately scaled pedestrian experience and provide design efficiencies.



MASSING C

CULVER'S	7,000 SF
PEACH'S	9,000 SF
COMMUNITY CENTER	20,000 SF
ACADEMY COMMUNITY ROOM	2,000 SF
PARKING	122 SHARED SPACES

1. Public plazas
2. Shared street concept
3. Drive-through exits out Kolin Avenue
4. Retaining wall
5. Increased landscape buffer



MASSING D

CULVER'S	4,500 SF
PEACH'S	7,000 SF
COMMUNITY CENTER	25,000 SF
ACADEMY COMMUNITY ROOM	1,200 SF
PARKING	118 SHARED SPACES

1. Enlarged community center
2. Narrowed public plaza
3. Enlarged landscape buffer
4. Re-routed drive-through
5. Seamless connection from right of way to plaza



MASSING F

CULVER'S	4,500 SF
PEACH'S	7,000 SF
COMMUNITY CENTER	20,000 SF
ACADEMY COMMUNITY ROOM	1,200 SF
PARKING	124 SHARED SPACES

1. Re-located Culver's and drive-through
2. Significant expansion of the public plaza
3. Shared garden program opportunity



MASSING E

CULVER'S	4,500 SF
PEACH'S	7,000 SF
COMMUNITY CENTER	20,000 SF
ACADEMY COMMUNITY ROOM	1,200 SF
PARKING	148 SHARED SPACES

1. Re-orientation of Culver's
2. Downsized public plaza
3. Increased parking



MASSING G

CULVER'S	4,500 SF
PEACH'S	7,000 SF
COMMUNITY CENTER	20,000 SF
ACADEMY COMMUNITY ROOM	1,200 SF
PARKING	111 SHARED SPACES

1. Drive-through exits out Kostner Avenue
2. Wider landscaped public right of way
3. Adjusted restaurant area

SELECTED DESIGN CONCEPT

Akin to the goals of the project, the arrived-at site plan is highly urban, with buildings pushed to the north to meet Chicago Avenue. The spacing of each of the volumes creates two public plazas, accessible by foot, for the users of the community center, restaurant patrons, Academy cadets, and other passersby to gather in. Vehicular access is facilitated through a central road which links to the Culver's drive-through to the east. The parking along the south meets tenant user requirements for building and parking use.

CAMPUS COHESIVENESS

- Legible material strategies across project phases
- Distinct material language for PH1A tenants addressing branding strategies
- Design physical and programmatic connections between site occupants and the Academy Community Room

PUBLIC & SECURE

- Ensure operational security for PH1 & PH2
- Create communal overlaps for natural Academy cadets and community resident interaction

URBAN SITE

- Create safe / pedestrian friendly street frontage
- Meet city requirements / tenant desires for building and parking use



SITE CONCLUSIONS

- 1. Reduced parking with full tenant buy-in.
- 2. Drive-through maintained a wrap around the east lot of the site for tenant functionality and useful building adjacencies.
- 3. Distinct single-occupant buildings mediates the public right of way with pedestrian-scale public space pockets.
- 4. Plaza spaces sized to programmable scales.
- 5. Spatial and designed connection between the community center and Academy Community Room.
- 6. Operational security for PH1 and PH2 maintained through a combination of landscaping and a retaining wall.

CULVER'S	4,300 SF
PEACH'S	7,000 SF
COMMUNITY CENTER	20,000 SF
ACADEMY COMMUNITY ROOM	1,200 SF
PARKING	101 SHARED SPACES

1.04 | DESIGN EXCELLENCE

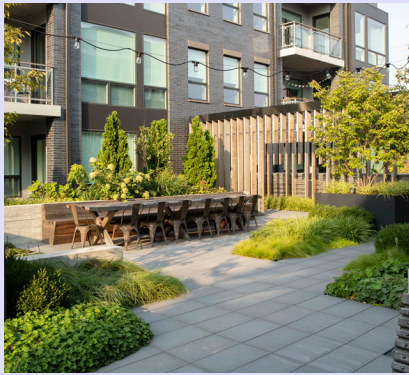


APPLICATION TO THE SITE

The key guiding principles to the PH1A site within the JPSTC focus on equity, sense of place, and sustainability. These values were integrated throughout the design, centered all engagement workshops, and will carry through enactment of the project. In the design considerations of the site plan and building and program adjacencies, the project strove to enhance the public realm + pedestrian experience.

In the engagement workshops and landscape design of the site, developing a healthier, more resilient and beautiful city was at the forefront of community conversations and integral to re-imagining public safety in communities. Lastly, despite the various voices and stakeholders of the project, the Design Team prioritized inclusive design processes by centering youth in the neighborhood.

PROGRAM DESCRIPTION



Design Excellence celebrates the City of Chicago's unique architectural and urban design legacy, while also aspiring for a higher level of design in new development. The Department of Planning and Development (DPD) lays out the below Guiding Principles (Neighborhood Design Guidelines, 2020-09-11) in an attempt to define what Design Excellence means for Chicago. A central tenet in the development of these Guiding Principles is that they answer a basic question:

How do we engender a culture that values design excellence in everyday life?



To achieve the goals of Design Excellence, DPD developed 10 Guiding Principles, spanning five key themes aimed at a comprehensive and robust response to the impact of the city's built environment on the people of Chicago:

- | | |
|-----------------------|---|
| EQUITY | • Fair treatment, targeted support, and prosperity for all citizens |
| INNOVATION | • Creative approaches to design and problem-solving |
| SENSE OF PLACE | • Celebrating and strengthening the culture of our communities |
| SUSTAINABILITY | • Committing to environmental, cultural, and financial longevity |
| COMMUNICATION | • Fostering design appreciation and responding to community needs |

1.05 | SUSTAINABILITY GOALS



PATHWAY TO LEED SILVER

Back in 2004, the City of Chicago passed a resolution requiring all city-funded new construction be LEED certified. Now titled the Chicago Sustainable Development Policy, the resolution has since expanded to holistically include a variety of strategies adapted as a broader range of what sustainability means in practice. While new construction projects can achieve these sustainability goals with or without building certification, all public new construction projects are required to exemplify sustainable development best practices. A minimum of LEED Silver c4 in building core and shell is required.

PUBLIC INVESTMENT

To achieve the remainder of points required by the Sustainable Development Policy, the project may fulfill a combination of these possible strategies:



HEALTH • WELL Building Standard

ENERGY • Energy Star certification
Exceed Energy Code by 5-40%
Have onsite energy renewal.

STORMWATER • Exceed Stormwater Ordinance by 25%
Exceed Stormwater Ordinance by 50%
Have 100% stormwater infiltration
Sump pump capture & re-use
100-year detention for lot-to-lot building
100-year detention for bypass.

SUSTAINABLE LANDSCAPES • Working landscapes
Achieve Sustainable SITES Certification

GREEN ROOFS • Green roofs 50-100%

WATER • Indoor water use reduction

TRANSPORTATION • Proximity to transit service
Bikeshare sponsorship
Bike parking residential
Bike parking commercial and industrial
EV charging station
EV charger readiness
CTA Digital Display

SOLID WASTE • 80% waste diversion

WORK FORCE • Workforce development

WILDLIFE • Bird protection (basic)
Bird protection (enhanced)

2 | COMMUNITY ENGAGEMENT

THIS SECTION INCLUDES |

2.01 | Engagement Overview

2.02 | Methodology +
Workshop Analysis

2.03 | Engagement Findings

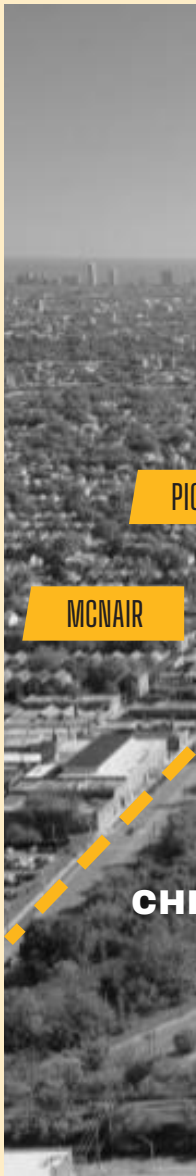
As seen in the introduction, the initial conversations about the role this site played within the JPSTC did not include a community youth center. It was soon clear the inclusion of this program was integral to fostering the meaningful connections between public safety first responders and the community. In the Fall of 2019, DPD and PBC began conversations with various youth-focused after-school community centers based in West-side neighborhoods. This chapter documents the engagement strategies, methodologies, and findings from the engagement of youth who would use this site.

2.01 | ENGAGEMENT OVERVIEW

Community engagement is the process of working collaboratively with stakeholders to help inform design decisions and to improve project outcomes. Having a robust community engagement strategy that spanned the entire feasibility study process was integral to its success. Using a participatory approach, stakeholders were provided with opportunities for open dialogue and a platform to voice their opinions and concerns. The process gave youth and community members a seat at the table, which not only informed design decisions, but also helped expand ownership of the project.

The community engagement sessions allowed the project team to have a better understanding of the end-user's wants and needs concerning the Phase 1A project. Stakeholder groups had an overwhelmingly positive outlook about the project and there is much excitement about the value that the project will bring to the community.

Those invited were: McNair Elementary, Piccolo Elementary, Orr High School, Kipp One Academy, Clark-Rowe Math + Science Academy, Tilton Public School, Kipp Academy Primary, Nash Elementary, and various Boys and Girls Clubs of Chicago (Dr. Martin Luther King, Jr., Hays, Pedersen-McCormick, Jordan, Gantz, and Brunson Clubs)





2.02 | METHODOLOGY + ANALYSIS

STRATEGY + PROCESS

The Community Engagement strategy consisted of ten digital workshop sessions with various groups of stakeholders. Participants were asked to share their perspectives about various project features to both inform the design and expand ownership of the project. Typical engagement efforts would have taken place in person with interactive activities, however COVID-19 regulations required all activities and discussions be had over video conference call. The Feasibility Team relied on administrators and teachers to get the word out to the invited students. All of the stakeholders who attended remote engagements were invited to a follow-up meeting to understand the engagement strategy more holistically and to offer specific, targeted feedback on the usage of the Academy Community Room.

QUALITATIVE + QUANTITATIVE DATA

A total of ten Community Engagement sessions were held with youth from the Boys and Girls Club, students from nearby elementary, middle, and high schools, and Chicago Fire Department and Chicago Police Department cadets and instructors. Virtual engagement workshops asked stakeholder groups to participate in the following activities, where we recorded qualitative data (natural language word responses) for analysis.

- Digital Observation Walks
- Virtual Canvas, Public Realm Identity
- Live Surveys and Discussions
- Digital Collages

COMMUNITY ENGAGEMENT GOALS

- Listen first, act second.
- Needs and concerns of the community should be part of the design.
- Foster genuine dialogue between the design team, City, and community members.
- Improve decision-making and efficiency.
- Improve ownership and acceptance of the project.
- Understand how the community might use the completed project.

VIRTUAL ACTIVITY SAMPLES



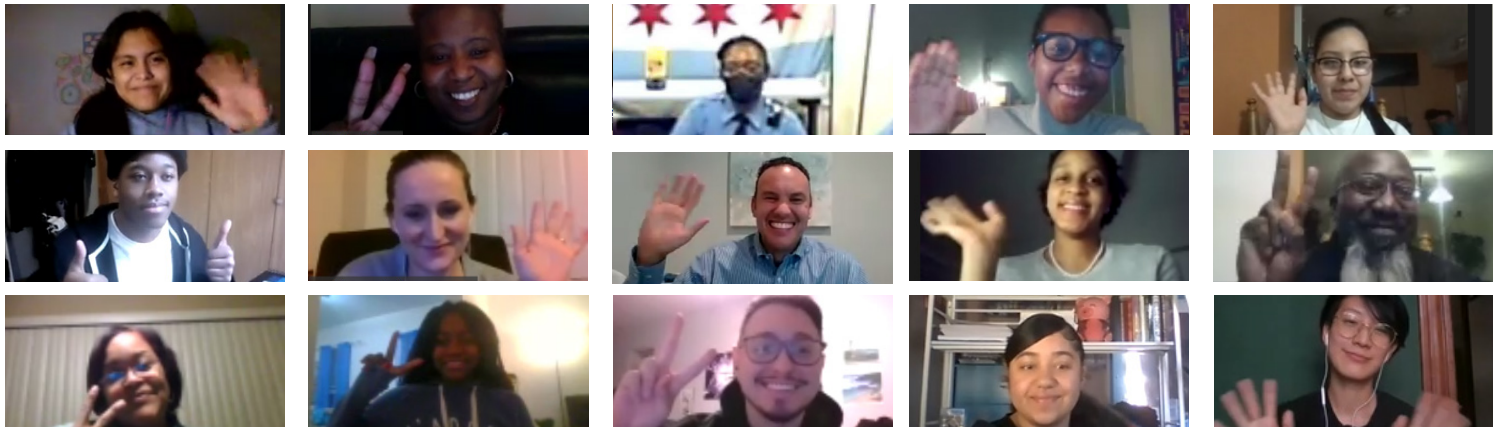
Participants were asked to rank images of preference in various topics like "Plaza" or "Art".



Boys and Girls Club youth were asked to find images of public spaces they were drawn to and we collectively made a digital collage.

LIVE DISCUSSION

- What after-school activities/sports do you participate in currently?
- What would draw you to a community center?
- What are your favorite parts of the community center or after-school program you currently attend?
- What do you wish your community center or after-school program had?
- What is your favorite outdoor activity?
- What's your favorite kind of place to hang out?



WORKSHOP PROTOCOLS



Raise your hand if
you have a question



Feel free to add
comments and
questions in the chat



Respect each
other's opinions

WORKSHOP 1

BOYS AND GIRLS CLUB YOUTH

Wednesday Jan 13th 4:30 - 5:30

Youth from various Boys and Girls Clubs of Chicago participated in this session. The design team gained an understanding of what activities youth participate in after school, what activities or opportunities they wish they had access to, what “look and feel” of spaces they gravitated towards, what they look for in a community center, and what makes a place feel welcoming.

WORKSHOP 2

BOYS AND GIRLS CLUB YOUTH

Wednesday Jan 20th 4:30 - 5:30

The same youth group from the Boys and Girls Club participated in a second session a week later. This engagement focused on outdoor space and activities so the design team could better understand how young people use outdoor spaces, what they wish outdoor spaces they currently have access to had, and what attributes of a play place or plaza they gravitate towards.

WORKSHOP 3

EXECUTIVE COMMITTEE

Wednesday Jan 27th 4:30 - 5:30

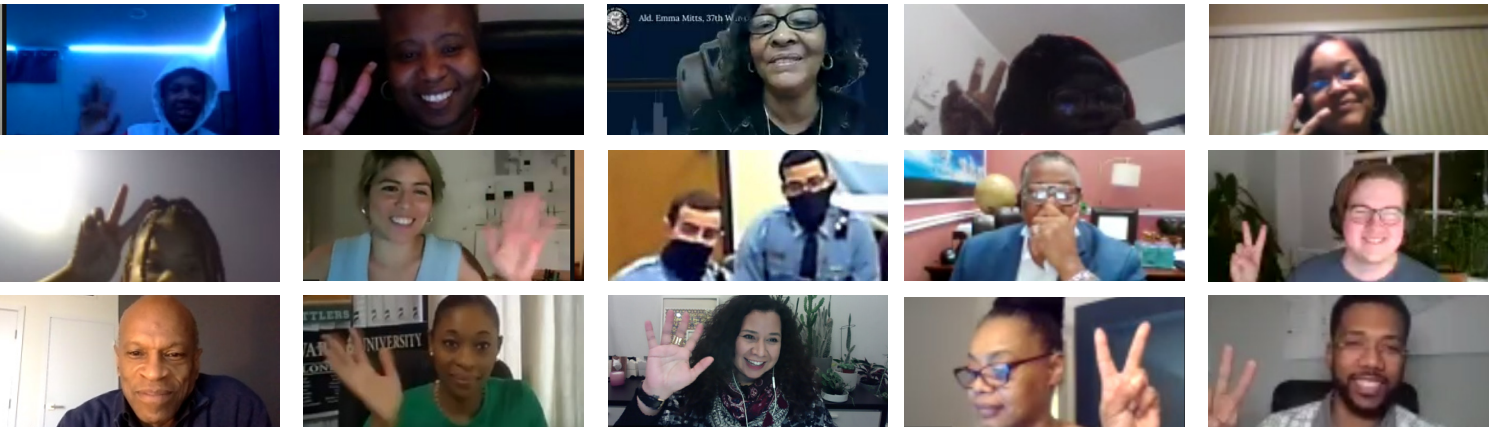
The Executive Committee, a group of adults from the surrounding community, participated in an engagement session where the design team shared updates on the Phase 1A project and the engagement strategy. This session assessed how adults in the community would use the community center, restaurants, and outdoor space.

WORKSHOP 4

MIDDLE AND HIGH SCHOOL STUDENTS

Wednesday Feb 3rd 4:30 - 5:30

Engaging middle and high school students who live in the immediate area was highly important. This group of youth had an intimate knowledge of the neighborhood and a high likelihood of visiting the project site in the future. This engagement focused on how middle and high school students would use the community center, restaurants, and outdoor space.



WORKSHOP 5 ELEMENTARY SCHOOL STUDENTS

Thursday Feb 4th 4:30 - 5:30

Engaging elementary school students who live in the immediate area was equally important. The engagement focused on how elementary school students would use the community center, restaurants, and outdoor space.

WORKSHOP 6 CFD RECRUITS AND INSTRUCTORS

Wednesday Feb 10th 4:30 - 5:30

Speaking to Chicago Fire Department Cadets was an important step in the process to further understand how the restaurants, outdoor plaza, and outdoor dining area will be used before, during, and after academy hours. Cadets provided detailed daily schedules and scenarios.

WORKSHOP 7 CPD RECRUITS AND INSTRUCTORS

Monday Feb 22nd 2:00 - 3:00

Speaking to Chicago Police Department Cadets was an important step in the process to further understand how the restaurants, outdoor plaza, and outdoor dining area will be used during training sessions. Cadets were asked about what a "day in the life" is like at the Academy and how they spend their time before and after sessions.

WORKSHOP 8 STAKEHOLDER DESIGN UPDATE

Wednesday Feb 24th 4:30 - 5:30

All stakeholder groups that were present at previous meetings were invited to join a follow-up meeting to hear how their input impacted the project design. Participants were given an opportunity to discuss and share their feedback about the updated design.

WORKSHOP 9 SMALL GROUP YOUTH DESIGN SESSION

Friday Mar 12th 3:00 - 4:00

Youth representatives from neighboring schools and the Boys and Girls Club were invited to a design update presentation where they had the opportunity to see and give impressions on the project design. The feedback gathered from this meeting was presented to the Executive Committee during the final engagement.

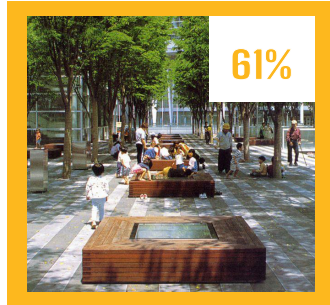
WORKSHOP 10 EXECUTIVE COMMITTEE DESIGN UPDATE

Friday Mar 26th 3:00 - 4:00

Design updates and feedback from the youth representatives were presented to the Executive Committee. Participants had the opportunity to give thoughts about the design before the feasibility study was finalized.

VIRTUAL CANVAS: AESTHETIC & SPATIAL PREFERENCES, PUBLIC REALM

PLAZA POLLING AVERAGE



- Flexibility in choice of seating
- Flexibility in size of groups
- Connection to nature
- Engaging place to stay

"...it looks like a place I will love to be with my friends." - CPS Student

DINING POLLING AVERAGE



- Casual, comfortable environment to gather
- Adults were interested in after-hour events
- Youth were interested in a calming environment to be outdoors

"I like [this] because it looks open and calming [with] sunshine." - BGCC Student

SEATING POLLING AVERAGE



- Flexibility in choice of seating
- Flexibility in size of groups
- Allows for a variety of different kinds of activities to happen

"If it had more plants, [it] would be a really pretty place to talk to people and read." - CPS Student

PLANT SELECTIONS



- Colorful connection to nature with flowers
- Rejuvenating space

"Although the city is visible in the background, the garden is a reminder of nature and natural beauty."

- CPD Recruit

ART POLLING AVERAGE



- Youth from CPS were the most enthusiastic in expressing creative empowerment through mural work.

"...if you want to see that medium of art, you gotta travel downtown or the North Side..."

- CFD Instructor

PLAY POLLING AVERAGE



- Fun, colorful design
- Should allow for a variety of people at all different ages together
- Ensures a welcoming, safe place to play

"Good to have a space for younger kids."

- Executive Committee Member

RECREATION POLLING AVERAGE



- Should allow for a variety of activities to happen concurrently
- Ensures a welcoming, safe place to play

"You can do anything you want!"

- CPS Student

DIGITAL COLLAGE

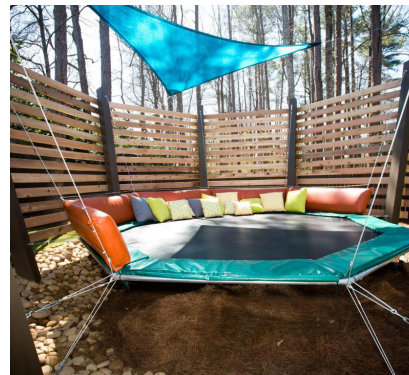
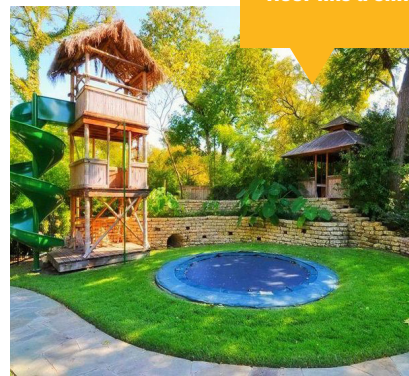
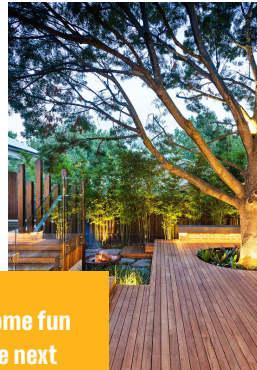
The physical version of this collage activity uses physical cutouts of magazines and other interactive types of materials. Adapted for the digital platform, youth were asked prepare to do some quiet independent work and think about the prompt:

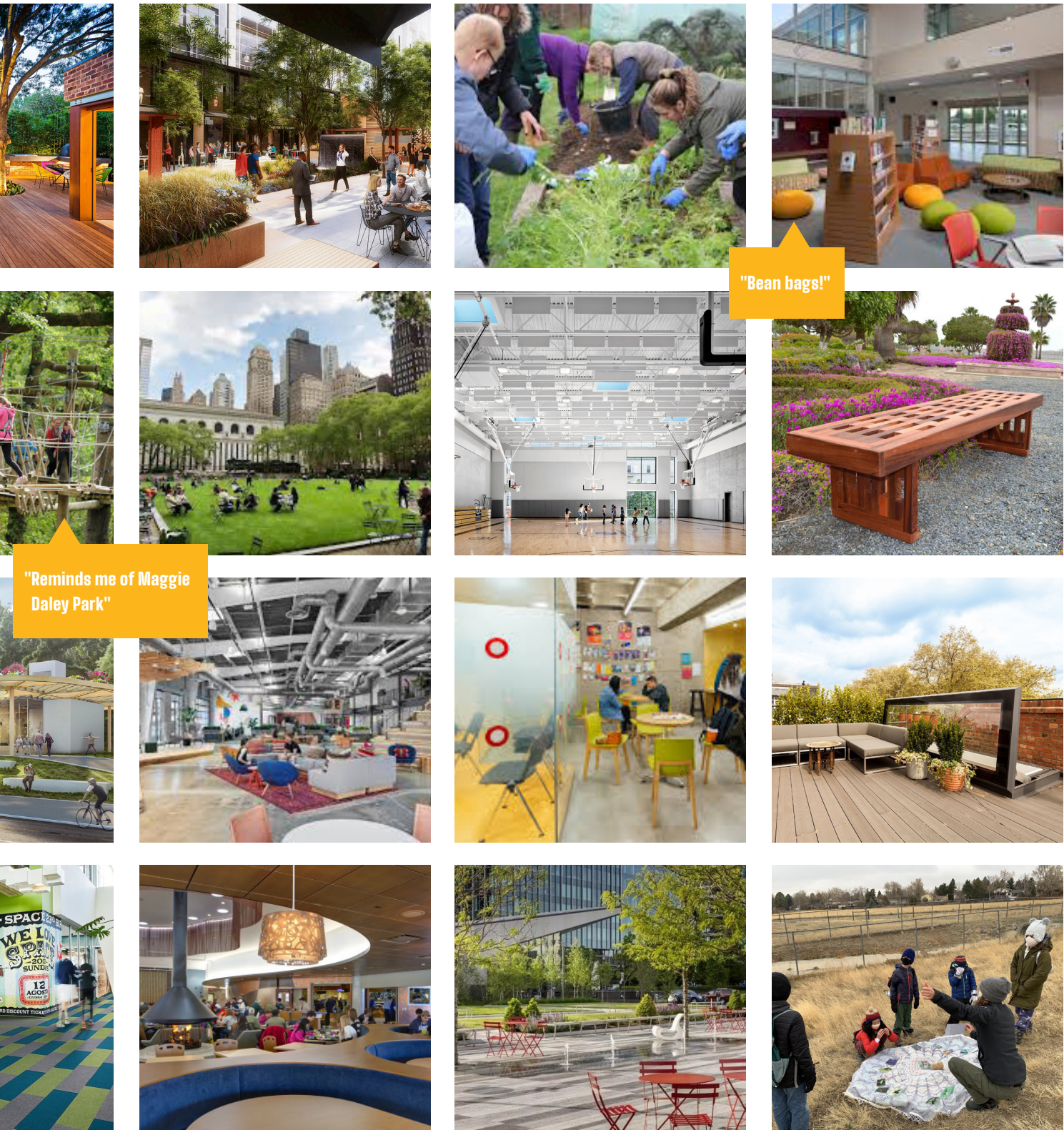
"What makes an outdoor space great for the community?"

They then spent some time independently sleuthing through the web for images of spaces that they liked or found inspiring, to the beat of some lo-fi funk.



"There should be some fun way to go up to the next floor like a climbing thing"





2.03 | ENGAGEMENT FINDINGS + STAKEHOLDER PROFILES

ANALYSIS FRAMEWORK + THEMATIC CODING

Recurring ideas were coded to identify broader themes resulting from each workshop session . This thematic coding produced a snapshot of preferences assigned to the user groups and reported under community profiles. Following the same analytical framework we can gain a holistic perspective of the engagement study to create design guidelines that serve a collective culture. These guidelines can be applied to public realm design.

RECURRING COMMUNITY VALUES

31

occurrences

GATHERING

...with family, friends, peers in a variety of activities

52

occurrences

INSPIRING + ASPIRATIONAL DESIGN

...that's colorful, open, and bright

48

occurrences

HOLISTIC WELLNESS

...such as education, connection to nature, + physical safety

52

occurrences

INCLUSIVE ACCESS + FLEXIBILITY

...including financial access, all-year use, and target ages

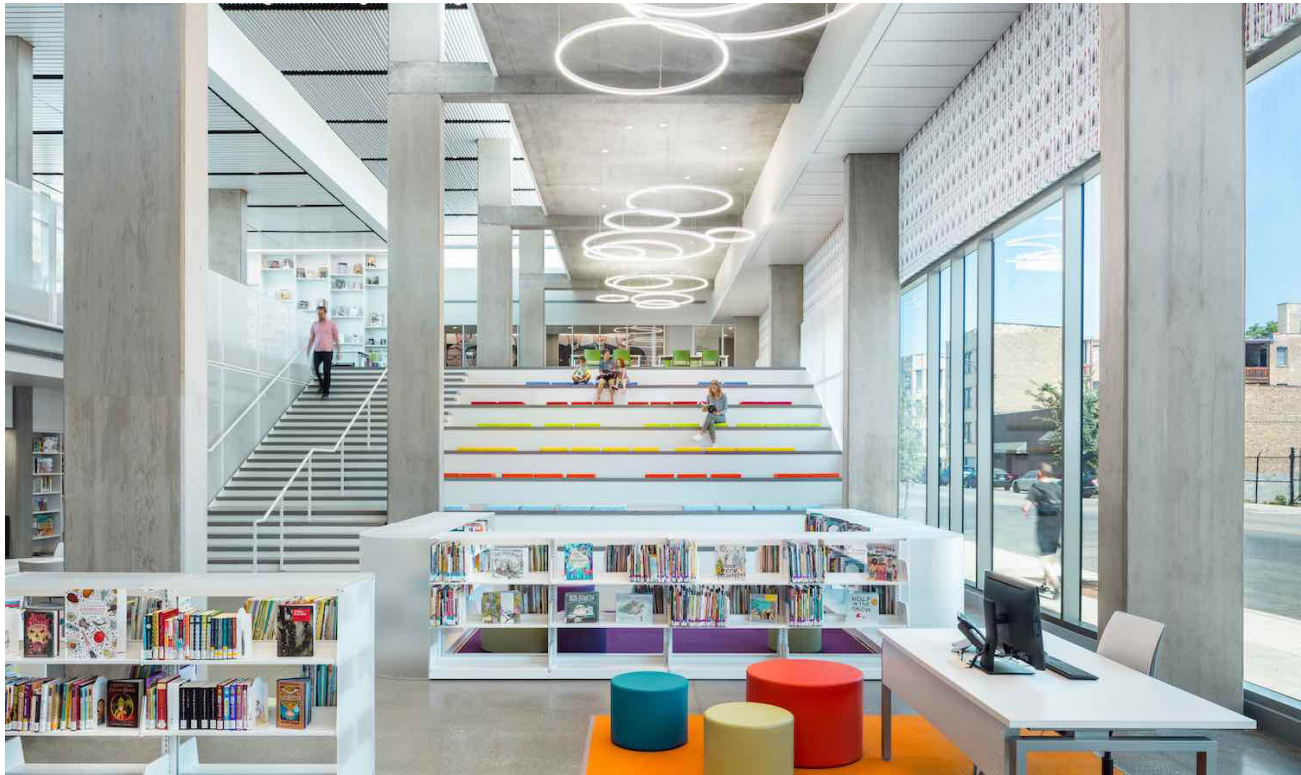
9

occurrences

CREATIVE EMPOWERMENT

...of self-image and perception of the neighborhood

COMMUNITY YOUTH PROFILE



CPS YOUTH REPRESENTATIVES

"Now this is a cool space. Nice bright colors."

- CPS Student

Youth groups spoke about the importance of safe places to go before and after school. They preferred indoor spaces that were filled with natural light and had pops of color and outdoor spaces that encouraged the gathering of community and had lots of natural elements. Many of these young people talk about their involvement in sports and the desire to have a place on-site for recreation. The young people identified and were excited by spaces that were beautiful and places they felt they could take pride in.



EXECUTIVE COMMITTEE

Made up of various stakeholders and community leaders from the surrounding neighborhoods, the Executive Committee shared many of the same sentiments communicated by the youth. The Committee preferred indoor spaces that allowed flexibility, featured large windows, and were colorful. A concern that was voiced addressed the fact that some children from the neighborhood may feel intimidated by a modern-looking building and perceptions of exclusivity or membership and may feel intimidated by the presence of police on the site.

"We need something to bridge the relationship with the police."

- Executive Committee Member

BOYS AND GIRLS CLUB OF CHICAGO PROFILE



"I know around it there are a lot of buildings and city vibes but then you come to this space and it's a little tiny bit of nature."

- BGCC Student

BGCC YOUTH REPRESENTATIVES

Student representatives from the Boys and Girls Club had a unique perspective because they are currently members of a Boys and Girls Club in their community. They were able to share about how their Club could improve and what it was doing well. Many of the young people who participated in the engagement were already involved in after-school programs but wanted more variety in the activities and sports they had access to. The students preferred spaces that offered flexible uses and were bright and colorful.



IDENTITY

Youth were drawn to spaces that were designed with them in mind: bright, open, colorful, with interesting places to hang out, sit, and look.

OUTDOOR SPACES

Currently a majority of Boys and Girls Clubs of Chicago do not have dedicated outdoor space. Some clubs use neighboring parks and some have a small space for youth to play. Due to the presence of younger children on site, there is a need for an enclosed open space to play outdoors.

"I wish it was a little more appealing on the outside...You're not going to want to go here unless it looks really good on the outside too."

- BGCC Student

CPD + CFD RECRUIT PROFILE



"Having outdoor areas where you can get food ... is helping us interact with [the public] more ... Just greeting them ... helps a lot getting us more engaged with the community."

- CPD Recruit

RECRUIT REPRESENTATIVES

In our engagements with groups of cadets, the fear of uniformed people was addressed. Cadets believe a great way to form a positive bond with the community members visiting the site is to create collaborative art pieces and to play sports. Cadets talked about how they will use the site in detail and confirmed that they would prefer to eat at the restaurants on-site during their short lunch breaks. They also confirmed that they would be excited to have outdoor areas to sit if they are waiting for their day to start or after leaving the Academy.



CFD CADET OPERATIONAL PROFILE

Although CFD recruits are training in the same building as CPD, their schedule differs. Classes start at 7:30-8 am, although recruits often arrive at 6:00 am to simulate the start of a day at the Firehouse. They clean, prepare uniforms and tools, and complete homework and paperwork. Around 3:00 pm they're dismissed although some recruits stay later for tutoring or extra tasks. CFD recruits would prefer if they had access to large tables where they could eat as a group or study onsite during lunch and after class.

CPD CADET OPERATIONAL PROFILE

CPD Recruits start their day early. Classes start at 5:00 or 7:00 am, although many recruits arrive even earlier so that they are able to find parking at current training locations. The average lunch period is 50 minutes and the period is staggered across the day depending on the class or training a recruit is in. Most walk to lunch every day and prefer to stay close to the Academy. The day typically ends at 3:30 pm. Gyms, ranges, and other training areas may have limited access outside of normal hours.

"Breakdown between the CPD, CFD, and community. If children could play in our facilities, that would be somewhat of a bridge in our communities."

- CFD Instructor

3 | PUBLIC REALM DESIGN

THIS SECTION INCLUDES |

3.01 | Sitework

3.02 | Landscape

3.03 | Art



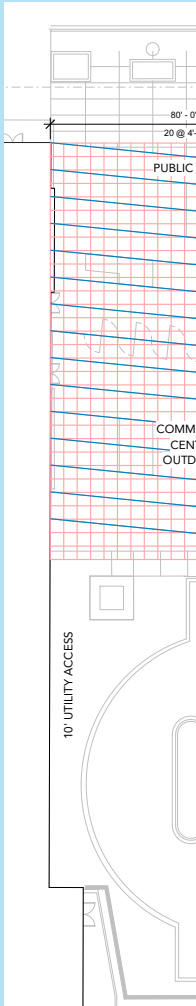
The Joint Public Safety Training Campus sets a new standard for this typology by weaving artwork and public space within the program to encourage activity and interaction. The campus' highly urban configuration is porous in nature—with three modestly scaled buildings that meet Chicago Avenue with interstitial spaces designed to receive pedestrians. With appropriate space allocated for restaurant drive-throughs and parking tucked to the south, vehicles are provided with unobstructed access to the site. The retaining wall on the southern edge seamlessly mitigates the grade transition from Phase 2. Its aesthetic qualities make it an eye-catching backdrop behind the public plazas, whose lush landscaping and artwork invite cadets and local community members to socialize in the same setting.

3.01 | SITEWORK

Akin to the goals of the project, the site plan is highly urban, with buildings pushed to the north to meet Chicago Avenue. The spacing of each of the volumes creates two public plazas, accessible by foot, for the community and cadets to gather in. Vehicular access is facilitated through a central road which links to the Culver's drive-through to the east. The parking along the south meets tenant user requirements for building and parking use.

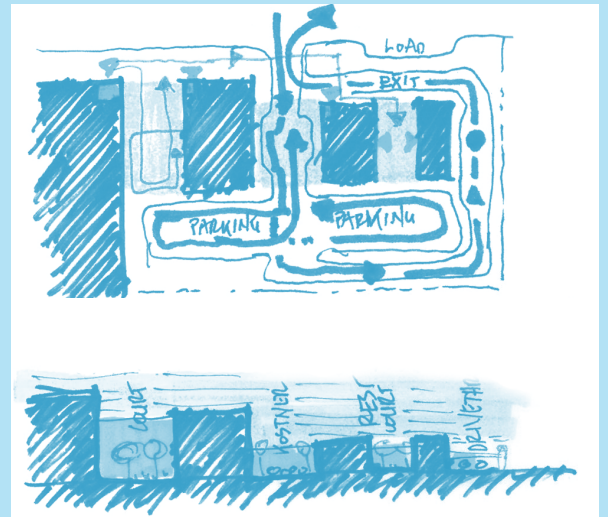
SITEWORK GOALS

- Create communal gathering zones for Academy cadets and users to interact with community residents.
- Meet tenant-user requirements for building + parking use.
- Ensure operational security for PH1 & PH2.
- Create an urban, friendly street frontage on Chicago Ave.
- Material strategies across buildings + landscape design.

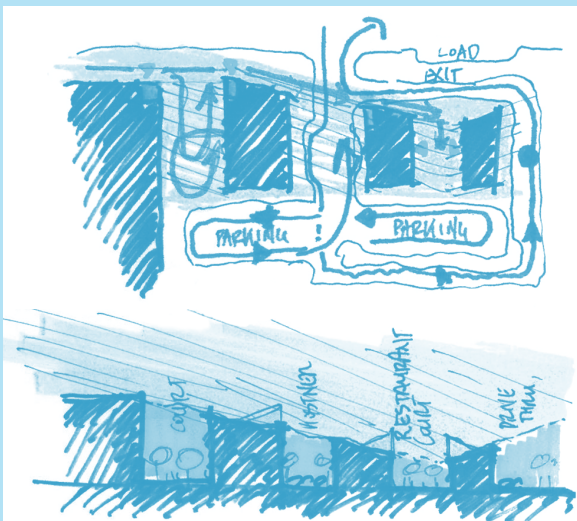
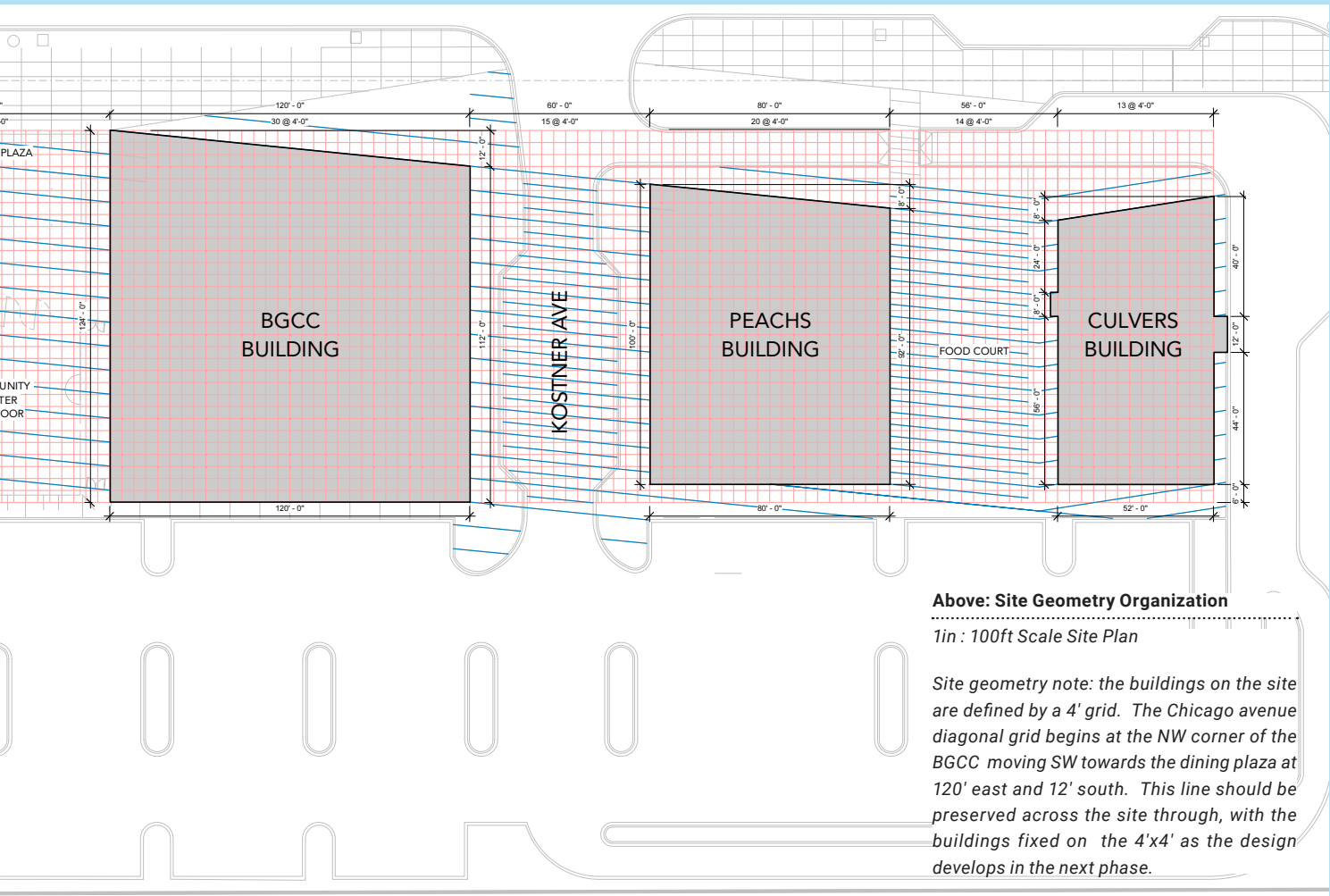


Typical Massing

This more typical massing is disparate + unrelated, failing to tie the campus feel together. The pedestrians from the west are forced to cross traffic twice in a cramped spatial sequence. Typical "Highway Architecture" restaurants use massive screening walls to make the buildings appear larger and provide locations for signage while screening the rooftop mechanical equipment. Why not use this paradigm to our advantage to shape the streetscape to a more human scale while giving the massing a more sculptural language.

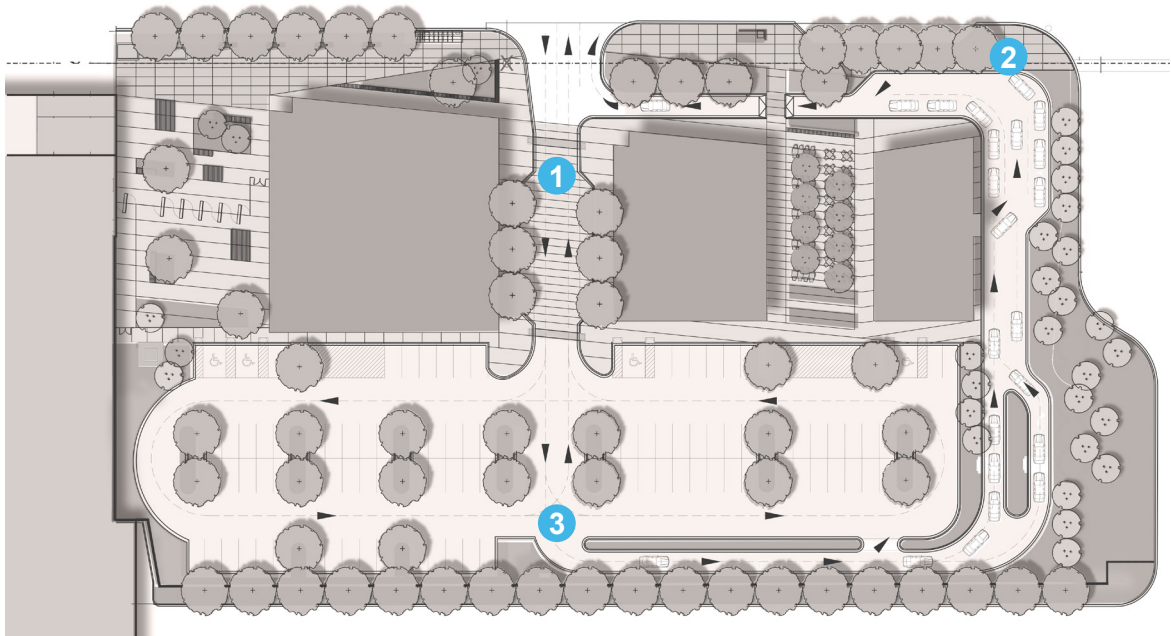


Typical massing



Preferred Massing

The preferred massing treats the roofscape as sculptural objects in the urban landscape while still surviving the functional obligations for signage and mechanical screening. The roofscape translates the large scale of the JPSTC down to a more human scale as it reaches the restaurant dining court. The site plan creates a linear more organic flow across the site from west to east allowing pedestrians to cross traffic only once. By incorporating the restaurant dumpsters into the building mass the landscaped parking can retain a more tranquil feel.



KEY AREAS OF WORK

A significant portion of the Feasibility Study devoted itself to the site layout and organization of various people groups and activities. The vacation of the existing Kostner Avenue intersection creates a natural entry and exit from the PH-1A site. From Chicago Avenue into the PH-1A site, Kostner Avenue becomes a beautified pedestrian street and acts as the welcome entry for the community into the Joint Public Safety Training Campus. Continuing along the streetscape, two paved plaza spaces with decorative landscaping are proposed: one between the Academy and the future Community Center building (dubbed “Public Plaza”) and one between the new Peach’s Restaurant and Culver’s buildings (dubbed “Dining Plaza”). Walking paths will be provided throughout the site to provide access to building entrances, parking lot, and plazas. Sidewalk and accessible curb ramps will be designed to current CDOT requirements.

The project was able to reduce the original amount of parking 25% which will allow for the function of each restaurant and the future community center, but also allocate more area on site for green space and pedestrian use.

The PH-1A site existing conditions are currently nonfunctional for the construction of these site components. There are several large existing berms up to 20 ft high that will need to be excavated to flatten the site. Where PH-2 begins to the south of the site, a retaining wall is designed to give both maximum use of the PH-1A site extents as well as to ensure operational security between phases. Refer to the landscape chapter for additional information.



TRANSFORMED VACATED STREET

The private drive will be designed to emulate shared street principles and paving materials. At the intersection of Chicago and Kostner, the south entry to the project site will narrow from 40ft to 24ft. Two 80ft drop-off zones on the west and east access drive will accommodate three cars for loading and waiting.

1



NEW PUBLIC RIGHT OF WAY

The PH1A site will take the public right of way improvements first implemented by PH1 across the PH1A site. A newly designed CTA bus stop is suggested, to be coordinated with CTA.

2



RETAINING WALL

At the southern property extent of PH1A, the new site will require a retaining wall of a height to be determined by the design build team for functional site grading as well as providing the PH2 training village operational security. A line of trees will be planted above the wall as an additional visual buffer into PH2.

3

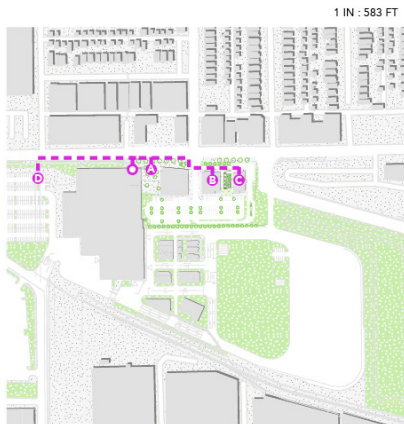


.....
Getty Images: Chicago Tribune

WALKABILITY

Although flanked by lively business corridors on Cicero and Pulaski, Chicago Avenue itself has a sprawl of occasional businesses. Narrow sidewalks alongside large expanses of either blank walls of buildings, swaths of parking, or vacant land make for an unpleasant pedestrian experience. In addition, the current site includes limited landscaping along the public right of way.

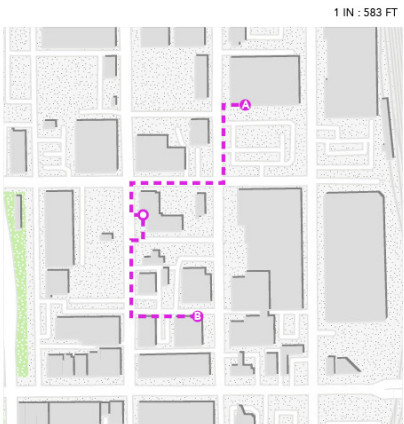
The JPSTC project will be constructing extensive site improvements to Chicago Avenue's streetscape. Once operating, the campus will bring an influx of transient commuters to the site such as trainees, whose limited schedules require access to walkable or directly adjacent dining options. The walkability of the campus from one end to the other is the equivalent of three blocks in the Loop. There is a separate, concurrent study by the Chicago Department of Transportation (CDOT) looking at corridor improvements such as bike lanes and pedestrian islands. The reduction in parking on the site is part of DPD's efforts to develop all parts of the city so that all people can enjoy the benefits of a walkable community.



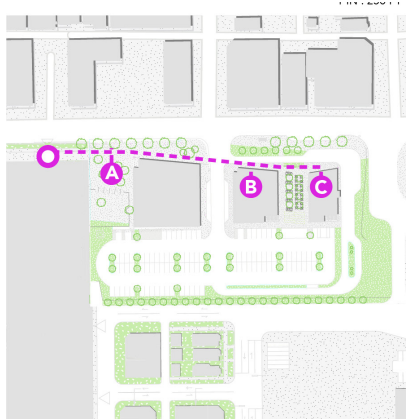
JPSTC ACADEMY	
A TO PUBLIC PLAZA	50 FT
B TO PEACH'S	340 FT
C TO CULVER'S	460 FT
D TO WEST PARKING LOT	464 FT



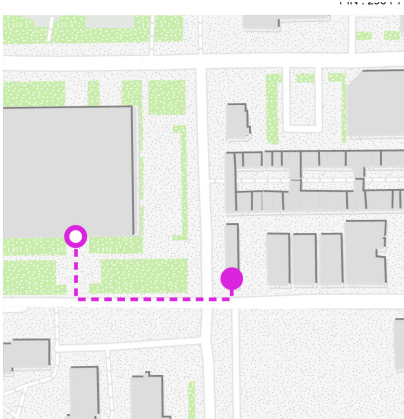
POLICE TRAINING DIVISION 1300 W JACKSON BLVD	
A TO 7-11	584 FT
B TO TARGET	1,300 FT



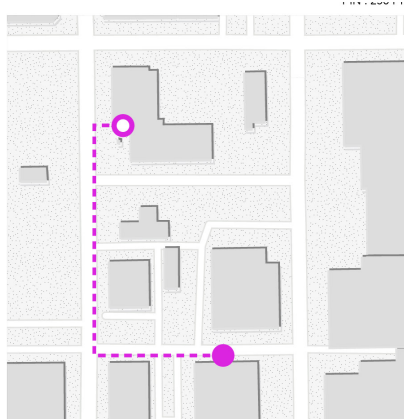
FIRE DEPARTMENT 558 W DE KOVEN ST	
A TO PORTILLO'S	1,027 FT
B TO CHIPOTLE	700 FT



JPSTC ACADEMY	
A TO PUBLIC PLAZA	50 FT
B TO PEACH'S	340 FT
C TO CULVER'S	460 FT

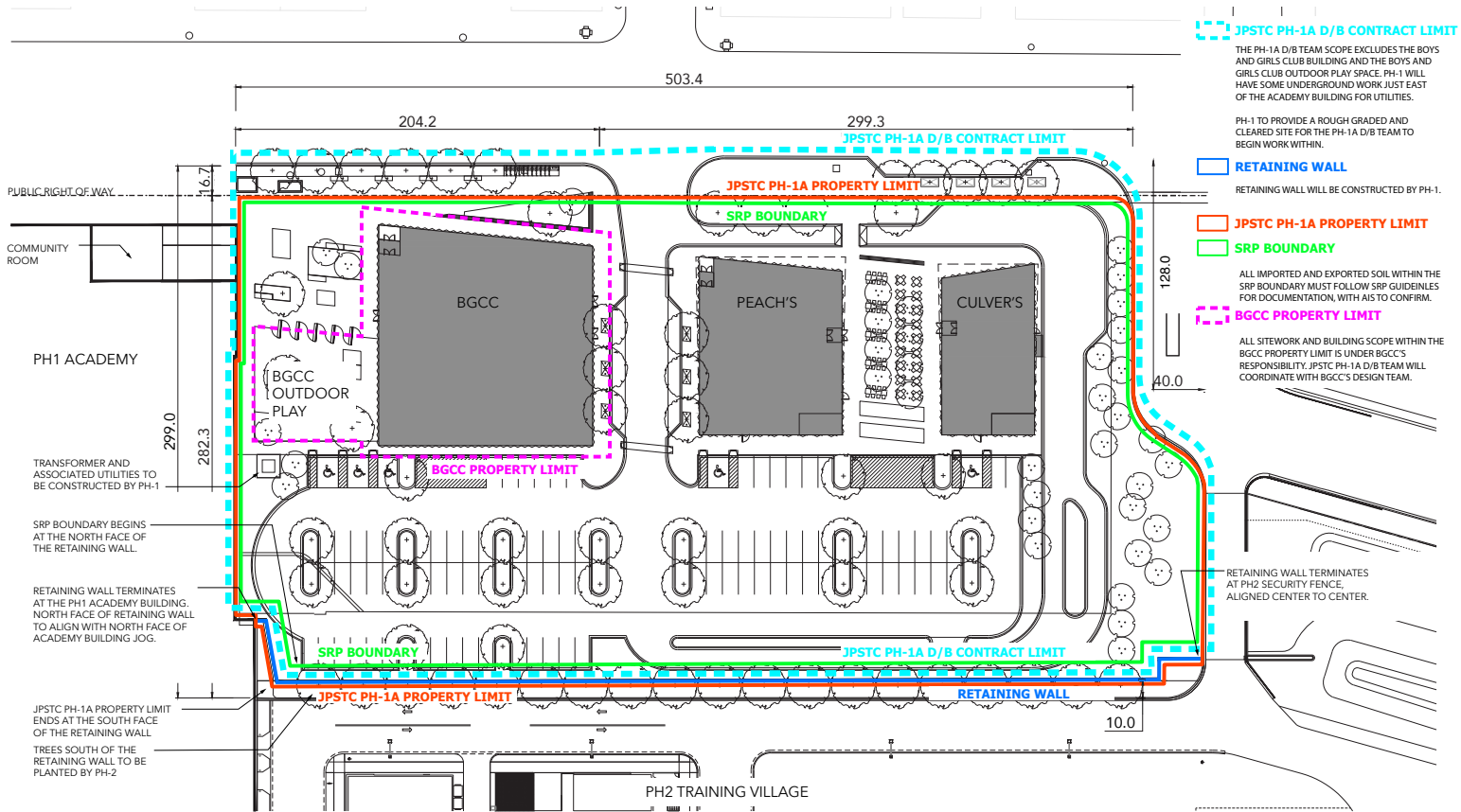


POLICE TRAINING DIVISION 1300 W JACKSON BLVD	
TO CAFE L'APPETITO	387 FT



FIRE DEPARTMENT 558 W DE KOVEN ST	
TO CHIPOTLE	700 FT

Walking Distance : Campus Scale
This map looks at precedents of current walking distances from the existing training facilities to local restaurants



CIVIL NARRATIVE

Prepared by Engage Civil

The "Joint Public Safety Training Center Training Campus" plans by AECOM, dated 3.12.21, hereafter referred to as AECOM Plans.

Demolition & Site Prep

Clearing, grubbing, and general site demolition of the Phase 1A site is assumed to be covered under the AECOM plans (Ref. C102).

The existing portion of Kostner Avenue that divides the Phase 1A is called for to be demolished and re-routed in the AECOM plans. While the existing alignment of Kostner is proposed to serve as the main entrance of the proposed Phase 1A campus, the conversion of the street to a driveway entrance may be required to undergo significant modification by CDOT.

There is an existing 48" sewer main located in the main entry drive to the Phase 1A campus. Per AECOM Plans, it appears the portion of that 48" main that would otherwise be in potential conflict with the

footprint of Peaches, is to be demolished (Ref. C102), and rerouted in N. Kolin (Ref. C402).

Depending on the timing of the Phase 1A campus construction, the 0.56ac-ft stormwater detention pond and affiliated structures (Ref. C402) might not be needed. Typically the City will allow a site to exist in a temporary demolition state for up to a year without stormwater controls.

General Layout

The documents we reviewed don't indicate the actual boundary of the parcel(s) for the future Phase 1A. It's assumed that the legal boundary is being addressed by Others and that the approximately 3.5-acre site for the Phase 1A campus is (or is in the process of being) legally procured. Refer to site plan for suggested site boundaries. Surveyor to follow-up to prepare legal descriptions based on the suggested layouts.

General flow of traffic into and through the lot seems adequate. Signage and robust pedestrian crossing striping should help to facilitate a pedestrian friendly campus and vehicular movement.

Parking Stalls on the conceptual are measured at 9' wide, which we believe is a comfortable width for high-traffic, short duration parking lots such as this. Stalls theoretically could be reduced to 8.5' wide for more parking density, however, we find that stalls less than 8.5' increase likelihood of car damage and customer conflicts.

2 ADA parking stalls can share a single 8' wide access aisle under current code (this may buy a bit of space).

The restaurants may prefer to have their trash bins away from the building, like in the current Loading Area, or even further away. Separate trash bins would require screening per City Landscape requirements.

As an option, parking stalls along the borders may be able to take advantage of the 2' overhang rule, allowing the stall depth to be decreased to 16'.

Utilities

Gas and Electric appear to be readily available in the Chicago Ave. R.O.W. While further design coordination would be required to insure adequate capacity of dry utilities, venues of this size should be able to procure necessary service without excess costs.

Sewer main appears readily available at size and depth to adequately serve the combined sanitary/storm outflow from this development.

Water needs for the campus could be served by either the 12" city main running on the far side of Chicago Ave. and/or a stretch of 8" city main that runs outside of the site's eastern P.L. in N. Kolin Ave.

Connecting water services to the city mains at either location will require crossing existing sewer mains which could incur extra design, permitting and construction diligence.

The maximum distance the building water meter may be installed from the PL without a meter vault in the ROW is 50' for up to 2" services, and 100' for services 3" and above. A HOT BOX will also be required for combination fire/domestic if these distances are exceeded. Of note, the Bronzeville Culvers location had a 6" combined service, which would mean that if the Culvers at this location is more than 50' back from the P.L. (as it appears to be) both a meter vault and hot box would be required. Similarly for the other 2 buildings on campus if they end up being set back more than 50'.

Stormwater

This site will be subject to the City's Stormwater Management Ordinance due to the amount of disturbed area.

A cursory calculation of the volume of Stormwater Management that would be required under the Ordinance, yields approximately:

43,800 cu.ft. of Rate Control that must be managed as stormwater detention.

5,500 cu.ft. of Volume Control that must be managed on site

Stormwater will most likely be managed below the parking lot surface in a below grade storage system that would connect to the existing sewer planned to be left remaining. (Ref. C402)

Grading

It appears the intent of the JPSTC master plan is to create a site with stepped grades where the 1A phase pad would be at approximately 27' CCD on average. The grade of the pad for the Phase 2 portion immediately south of Phase 1A is shown at an average grade of 38' CCD (Ref. C302). Rough grading and retention wall construction is understood to be performed by Phase 1.

Under the current configuration, a slope exceeding 1.5H:1V would be present. While there are species of trees that can flourish on that steep of a slope, long-term erosion challenges could be expected. The Latent Conceptual Plans for 1A consider a retaining wall along the south edge of the site to address the abrupt grade change between Phase 1A and 2. We concur that under the given geometric configuration a wall would probably serve the site the best, particularly given the many attractive options of segmented (block) retaining walls now available.

Obvious alternatives to eliminate the need for a r/wall would be to revise the geometry of the site and/or proposed grades. In general a shallower slope of 3H:1V should prove easier to maintain. One can envision the possibility of the southern area of the site, proposed as the parking lot being elevated by several feet above the grade of the buildings, providing an intermediate 'step' between the Phase 2 grade and the grade of the ROW at Chicago Ave.

Geotechnical

Based on the document we reviewed, "Comprehensive Geotechnical Report for Joint Public Safety Training Campus" prepared by Geo Services, dated 10.05.20, the Phase 1A are is shown as "Not in

PERMITS / APPROVALS

Department of Buildings

Chicago Department of Water
ManagementChicago Department of
TransportationIllinois Department of
Transportation – Driveway and
Stormwater permitsIEPA – Notice of Intent,
NPDES
Department of Planning and
Development

Contract” and thus no borings were conducted on the site. However there are 3 borings drilled just outside of the Phase 1A borders. (SB-03, SB-39, SB-08). If a generalization can be inferred by these nearby borings it would be the following:

A 5-10’ top layer of ‘fill’ could be expected across the site. While typical to Chicago development, in general the fill layers are less than desirable due to their often unpredictable geotechnical properties and their higher likelihood to be contaminated at the “Special Waste” category.

The Report estimates a groundwater level of 8’-10’ below grade surface. At this depth the typical shallow foundations and utility work expected for the proposed 1A structures should not encounter significant construction challenges due to groundwater.

Environmental

According to a Soil Management Plan (Ref. Sheet SM-100) there are 2 soil sample taken from the western portion of Phase 1A that indicated mercury exceedances for construction worker inhalation. The short summary is that a Soil Management Plan will most certainly be required, along with environmental oversight during construction.

3.02 | LANDSCAPE CONCEPTS

Public landscapes and open spaces have the ability to foster a sense of place; support a vibrant, inclusive community; and create safe places for neighbors to connect with nature. Throughout the site, placemaking strategies will be employed to bring life to flexible public outdoor spaces for community gathering, social activities, festivals, outdoor dining, and much more. In this way, the Phase 1A project becomes more than a development site; it becomes a ‘front porch’ for the community, a place where people can come and meet their neighbors, share a meal, or stroll through tree-lined sidewalks and plazas together.

LANDSCAPE DESIGN GOALS

- Provide a basis of design for key public plaza spaces to accommodate and support an array of activities for the community and the academy stakeholders.
- Develop a unified design approach to the streetscape, across the Phase 1 and Phase 1A projects.
- Identify beautiful and sustainable solutions to the design of the parking lot and perimeter landscape.
- Incorporate feedback from community engagement process into design decisions.



Overall Landscape Plan

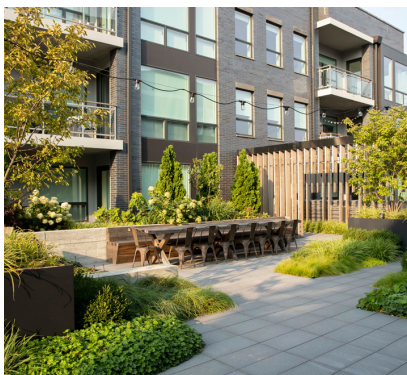
1in : 100ft Scale Site Plan



PLANTING THEMES

The planting palette for the various outdoor spaces shall consist of shade trees, ornamental trees, and a rich understory of hardy native and adapted species that can tolerate and thrive in tough, urban conditions. This palette will offer interest throughout the transition of seasons as a living system providing users access to nature in the built environment. The trees will frame key spaces and views, provide shade and protection to increase thermal comfort in warmer months, and reinforce the overall sense of place.

Layered planting creates welcoming, comfortable spaces where people naturally gather. Using native plants from local nurseries has the added benefit of inviting pollinators, increasing the overall health and beauty of the landscape, and potentially increasing food production in nearby vegetable gardens. Each area of the site will have a planting theme that reflects its particular use: the Chicago Avenue Streetscape will be lined with shade trees; the Public Plazas offer active social spaces accented by trees, native perennials and a Kitchen Garden; the Shared Street gives both vehicles and pedestrians space to move under an allée of shade trees; the parking lot is softened with islands of planting, trees, and a landscaped perimeter to screen site views to the south and east.



CHICAGO AVENUE STREETSCAPE

Tree species selections for the public right-of-way shall be in accordance with the City of Chicago Landscape Ordinance, the Bureau of Forestry's systematic diversity guidelines, and in close coordination with the tree species selected for the Phase 1 project.

PUBLIC PLAZAS

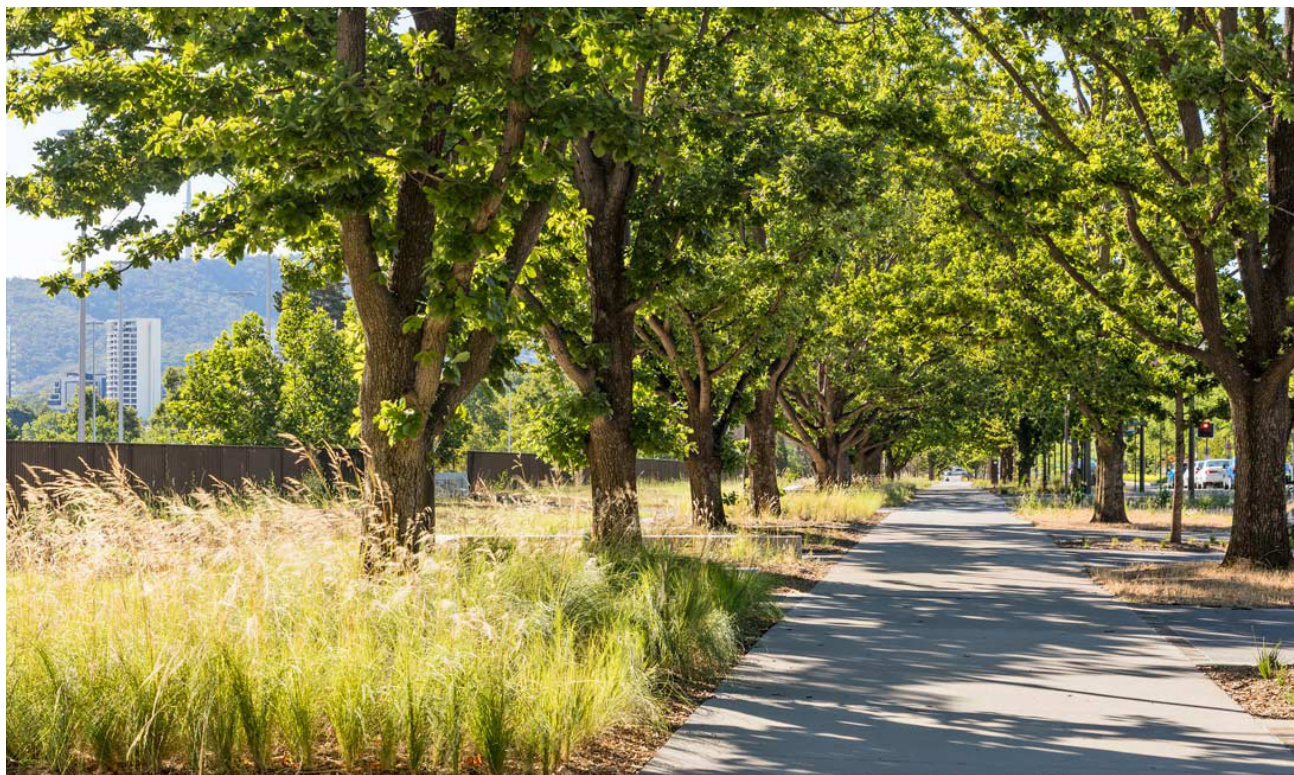
Native shrubs, perennials and grasses will join shade trees in both the Public Plaza and the Outdoor Dining Plaza. Plentiful seating is to be offered in areas adjacent to plantings, and a Kitchen Garden will supply fresh produce to the Peach's restaurant on site to support their culinary arts programming.

SHARED STREET

Trees paced along both sides of a driving lane and careful delineation of paving material selections will work together to communicate to drivers and pedestrians that this area is for both cars and people.

VEHICULAR USE AREAS

Trees and hardy native plantings can transform a stark parking lot into a working landscape, especially if storm water is captured on site and allowed to infiltrate into the ground. The proposed landscaped parking area shall be in accordance with the City of Chicago Landscape Ordinance, and offer selections of tough native shrubs, perennials and grasses under shade trees.



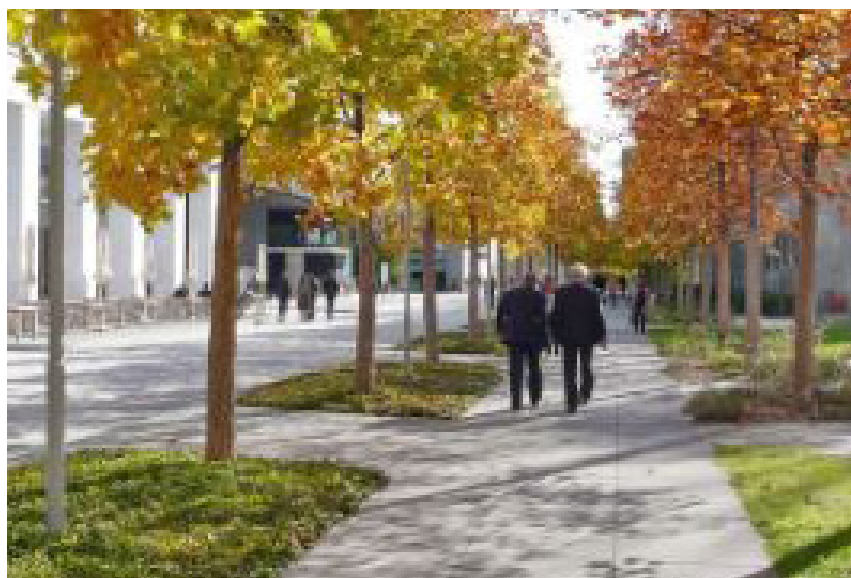
.....
Trees increase the livability of urban areas and add value to commercial corridors.

"Trees can be a stimulus to economic development, attracting new business and tourism. Commercial retail areas are more attractive to shoppers, apartments rent more quickly, tenants stay longer . . ."

— The Arbor Day Foundation

"The net cooling effect of a young, healthy tree is equivalent to ten room-size air conditioners operating 20 hours a day."

— U.S. Department of Agriculture



LANDSCAPE ORDINANCE DESIGN GUIDELINES

All landscape areas and tree plantings on the project site shall comply with the City of Chicago Landscape Ordinance. The Ordinance helps realize the description of Chicago found on the City seal: "Urbs in Horto", or "City in a Garden", and includes the following relevant guidelines:

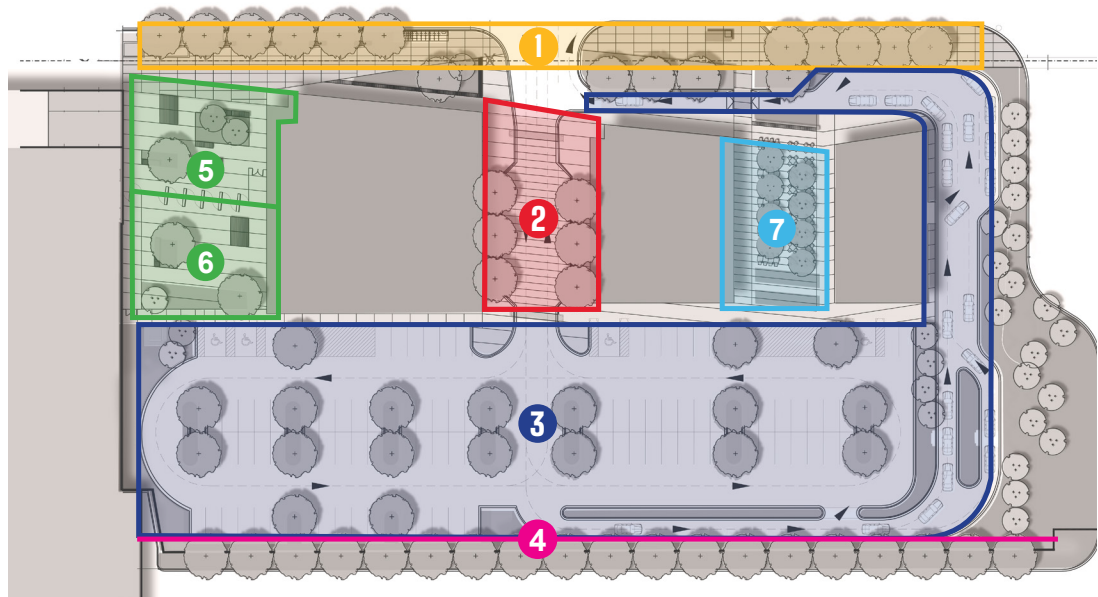
PARKWAY PLANTING

- Trees should be a minimum of 4" caliper and have a spreading form to reduce urban heat island effect.
- Trees located within pedestrian areas should be limbed up to allow a standing height of 7'-0" underneath the tree canopy.
- One tree shall be planted for every 25 linear feet of frontage on the public right-of-way.
- Continuous, open planters with generous soil volumes are preferred for plant health and increased tree lifespan.
- Tree grates are required where trees are planted in sidewalk openings, and should be a minimum size of 10'x5' to allow space for root growth.
- Tree placement shall conform to minimum offset distances from adjacent objects and vehicular intersections. For a full list of required offsets, refer to the Landscape Ordinance.

PARKING LOT AND VEHICULAR USE AREAS

- Two trees should be planted per parking lot island.
- A maximum of 15 consecutive parking spaces may be provided between each landscaped parking lot island.
- 10% of the total vehicular use area (parking lot) shall be landscaped.
- One tree is required for every 125 square feet of required landscaped area.
- Where possible, a planting area shall be provided around the perimeter of the parking lot with trees planted.

LANDSCAPE KEY PLAN



The open spaces are highlighted by regular groupings of shade trees, native plantings, and flexible plaza spaces open to the public. The materiality, furnishings, and other site elements proposed for the two distinct open spaces are born out of an extensive engagement process and open communication with key stakeholders and potential users to support the collective vision for the programming and activation of these spaces. These spaces shall be colorful, comfortable, and safe for all to foster the ability for public safety professionals and community members to engage with one another in casual, democratic spaces.

- 1 CHICAGO AVE RIGHT-OF-WAY
- 2 PEDESTRIAN STREET
- 3 PARKING LOT AND DRIVE THRU
- 4 RETAINING WALL
- 5 PUBLIC PLAZA
- 6 BGCC OUTDOOR AREA
- 7 SHARED DINING PLAZA



CHICAGO AVENUE RIGHT OF WAY

An enhanced Chicago Avenue right of way design includes wide sidewalks, frequent benches, and shade trees overhead to provide maximum pedestrian comfort. Multi-modal access to the site, including a bikeshare station, enhanced bus shelter, and vehicular dropoff allows all users to easily visit.

1



PEDESTRIAN STREET

Between the new Academy and the new Community center building will be a plaza designed for flexible and comfortable use of the space by the public. Various community events such as farmers markets, community meetings, or concerts can easily be held within this space. Shade trees, plantings, and wood benches provide spaces for rest and recreation at all times of the day.

2



PARKING LOT + DRIVE THRU

A unique offering of the site is the opportunity for outdoor dining in a plaza shared by two restaurant spaces, which will also be open to the public. Buffered from Chicago Avenue and the adjacent parking lot by plantings, this quiet spot provides a great place for the community to come together and enjoy the new restaurants on site for breakfast, lunch, and dinner.

3



RETAINING WALL

Bordering the south end of the PH-1A site is a retaining wall that mediates the elevation change from the parking lot to the PH-2 Training Village.

4



PUBLIC PLAZA

Between the new Academy and the new Community center building will be a plaza designed for flexible and comfortable use of the space by the public. Various community events such as farmers markets, community meetings, or concerts can easily be held within this space. Shade trees, plantings, and wood benches provide spaces for rest and recreation at all times of the day.

5



BGCC OUTDOOR AREA

The Public Plaza paving material seamlessly becomes the BGCC Outdoor Area. This space uses center-pivot gates to keep the plaza completely open to the public for certain programs, but closes securely for when the Boys and Girls Club needs to keep the outdoor area secure for younger youth playing outdoors.

6

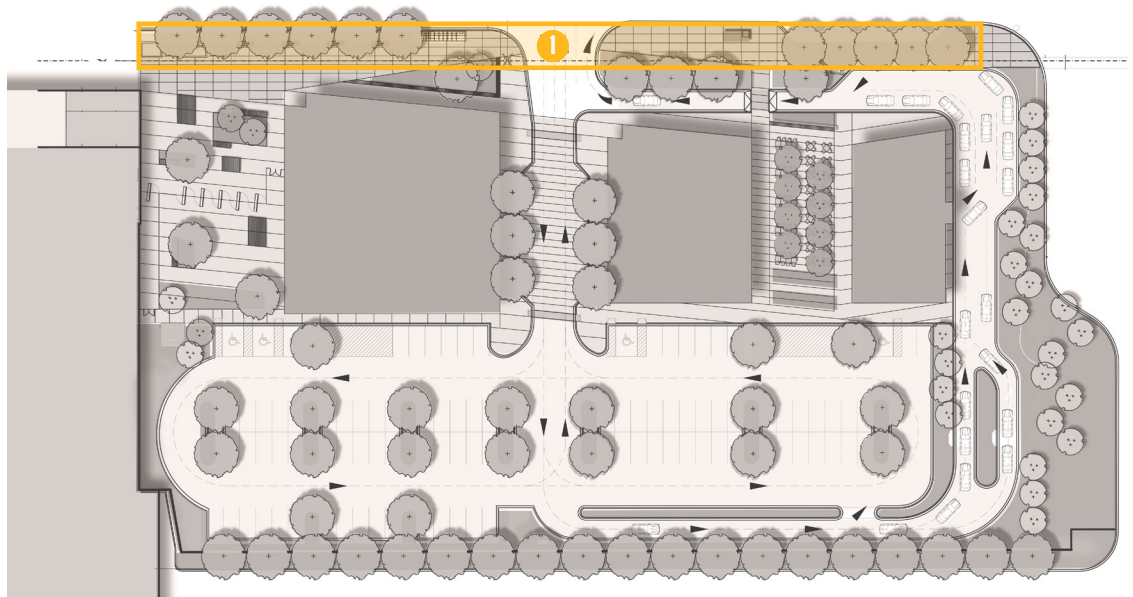


SHARED DINING PLAZA

A unique offering of the site is the opportunity for outdoor dining in a plaza shared by two restaurant spaces, which will also be open to the public. Buffered from Chicago Avenue and the adjacent parking lot by plantings, this quiet spot provides a great place for the community to come together and enjoy the new restaurants on site for breakfast, lunch, and dinner.

7

CHICAGO AVENUE RIGHT-OF-WAY



Guided by concepts from the City of Chicago Landscape Ordinance, the City of Chicago Streetscape Guidelines and other planning documents, the public right-of-way shall be a pedestrian focused space that establishes an identity for this project along the street frontage. The enhanced streetscape will not only serve as the primary path of travel between various destinations, but also as an opportunity to linger and engage at the edges with appropriate furnishings.

MATERIALS + FURNISHINGS



BENCHES

Benches, placed along the parkway planting in the right-of-way, shall be the Abril bench by Escofet. This concrete bench provides durability and security to the plaza without sacrificing design and functionality.



BUS STOP

The bus stop, if recommended by CTA, will be upgraded to a covered three-sided shelter with integrated bench.

TRASH RECEPTACLES

Basis of design is City of Chicago Standard Victor Stanley SD-42. Litter receptacles should be placed at a minimum of one per block.



BICYCLES RACKS

The bicycle rack shall be a square tube, inverted "U" design; 36 inches in height, surface mounted to concrete sidewalks. The steel bicycle rack shall meet the City of Chicago standard design, similar to the Sportworks Tofino No Scratch® Bike Rack.

The site plan also allows for the placement of an 11-bike Divvy station, off-street adjacent to and aligned with the street trees and planted parkway.

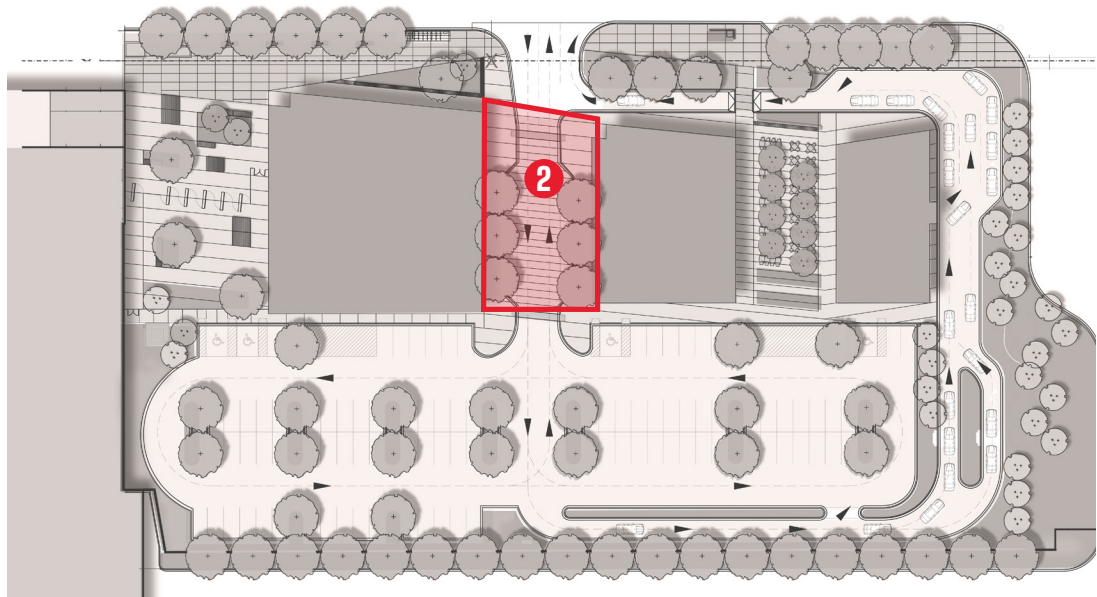


PAVING MATERIALS

The Chicago Avenue right-of-way will be paved with cast-in-place concrete paving, with smooth float finish. Sidewalk joints shall be spaced per plans and saw-cut into the concrete.

At the vehicular dropoff zone, trees in the right-of-way shall include tree grates. Tree gate size shall be 5' x 10' by Ironsmith.

PEDESTRIAN STREET

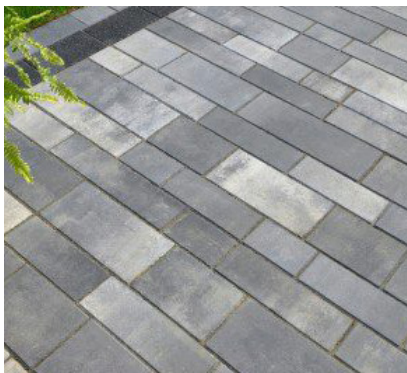


The pedestrian street, as the primary drop off location for the community center and eating establishments, must function for proper vehicular circulation, but shall also be designed with pedestrian comfort and safety as a priority. With tree plantings and special paving materials, this space is an extension of the overall site and building program. The pathway would be protected by illuminated bollards for the crossing youth from the incoming traffic to the drive-through, to match the PH-1 project.



PAVING MATERIALS

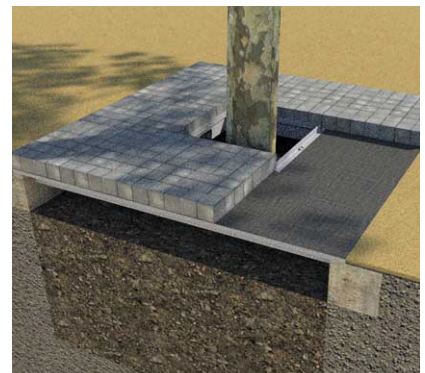
The Pedestrian Sheet shall be paved using concrete unit pavers, with Unilock Promenade plank serving as the basis of design. Within the vehicular zone, the pavers should have a vehicular setting bed and base course per manufacturer's standards. The paving surface will continue the diagonal paving pattern uninterrupted through the sidewalk and the street as indicated on the plans. In order to achieve this, trees will be planted using a hidden tree grate product called Pavergrate or similar. As an alternate to concrete unit pavers, a cast-in-place concrete with variable finish (exposed aggregate) or integral color could be used to achieve the overall pattern.



Concrete Unit Pavers

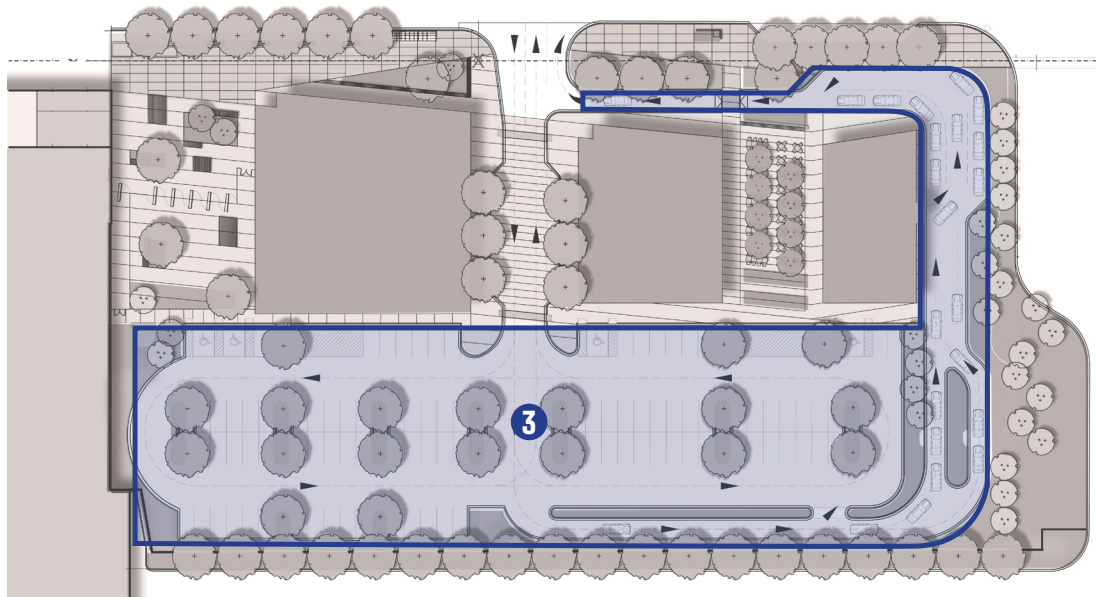


CIP Concrete: Exposed Aggregate



Pavergrate system

PARKING LOT AND DRIVE THRU



Given the grade differential that exists between the Phase 1A and Phase 2 sites, a retaining wall and fence shall be used to mitigate and secure the threshold between the two sites. The wall will essentially serve as the backdrop to the space, so careful consideration regarding materiality and scale is important. The parking lot will not only serve the visitors to the Boys and Girls Club, as well as the restaurants on site, but also presents the opportunity to manage the site's stormwater by reducing impervious area, capturing the stormwater on site, absorbing stormwater into the ground.

The new parking lots will contain 102 total parking spaces. Each space will be 9' width x 18' length. The parking lots will provide 5 ADA accessible parking spaces based on parking count and 2 dedicated 40' length loading zones.

The drive-through begins at the southern end of the site, with an escape lane that exits out back into the parking lot. The drive-through splits into a double-lane ordering zone, and then merges back to meet the drive-through counter. The waiting zone is kept off to the eastern edge of the site as much as possible to avoid a lane of cars along the public right of way. There is space for a maximum of 8 cars. Intersecting at the drive-through is a raised crosswalk as a traffic-slowing measure to allow for a pedestrian connection from Chicago Avenue to the Dining Plaza.



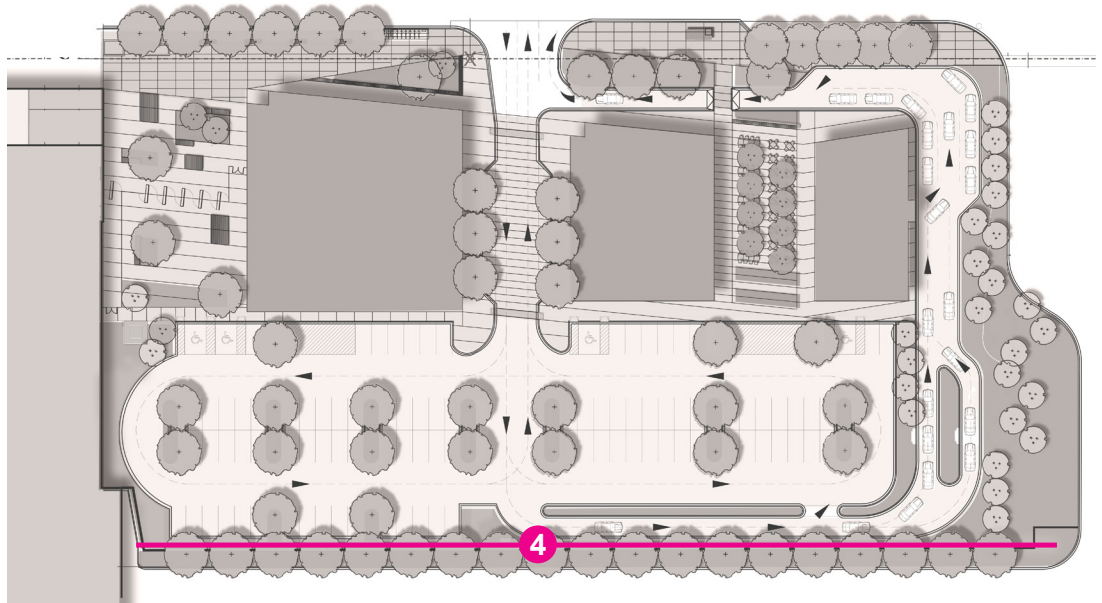
VEHICULAR PAVING MATERIALS

Parking lot, drive aisles, and parking stalls will be bituminous asphalt paving.

SITE GRADING

The site grading concept is to maintain minimal sloping (less than 2%) on all pedestrian surfaces, including perimeter sidewalks, plazas, and all parking areas, while sloping away from the building. Due to the significant grade difference between Phase 1 and Phase 2 project areas, this relatively flat grading concept will require the construction of a retaining wall at the southern border of Phase 1, and a shorter retaining wall on the eastern border of Phase 1 due to the sloping nature of the adjacent Kolin Road access drive.

RETAINING WALL



Given the grade differential that exists between the Phase 1A and Phase 2 sites, a retaining wall and fence shall be used to mitigate and secure the threshold between the two sites. The wall will essentially serve as the backdrop to the space, so careful consideration regarding materiality and scale is important.

The purpose of the retaining wall is two-fold; it will mitigate the grade differential between the Phase 1A and Phase 2 sites, as well as offer optimal security for the Phase 2 site. The design-build team shall carefully coordinate with the Phase 1 and Phase 2 teams to verify site grading, wall and fence heights, as well as the wall termination details on the west end at the Academy building and the east end at the security gate.

Its form is just as important as its function. The wall material and overall aesthetic shall take into consideration that it serves as the backdrop to the Phase 1A site. The wall design shall explore options to include patterns and textures. The inclusion of art and landscape could also help soften the full dimension of the wall.



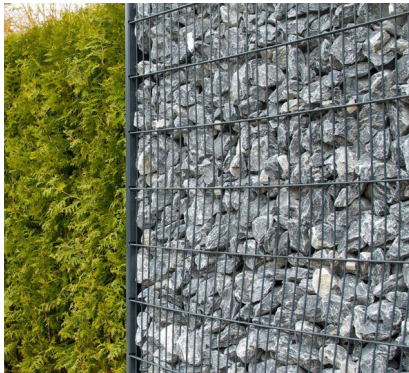
MATERIAL OPTION 1

Wall Material: **CIP Concrete with relief pattern**

Finish: Architectural grade

Wall Extension above Phase 2 Finished Grade: CIP Concrete

Alternative wall extension: security fence - see options



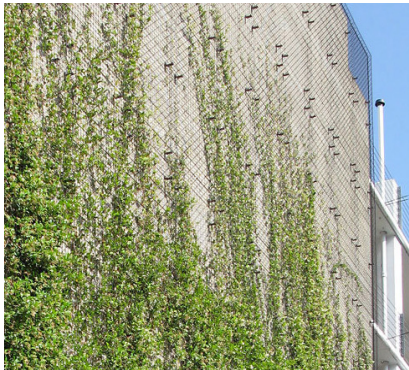
MATERIAL OPTION 2

Wall Material: **Gabion Baskets**

Fill: 80% Recycled Concrete chunks, 20% Regional Limestone (faces)

Wall Extension above Phase 2 Finished Grade: Gabion Baskets

Alternative wall extension: security fence - see options



MATERIAL OPTION 3

Wall Material: **CIP Concrete with greenscreen vines**

Vine armature: Wall product by greenscreen, with vines planted at the base

Wall Extension above Phase 2 Finished Grade: CIP concrete

Alternative wall extension: security fence - see options



FENCE OPTIONS

Height options:

3'-6" - minimum required height for fall protection

6'-0" - security height for climb protection

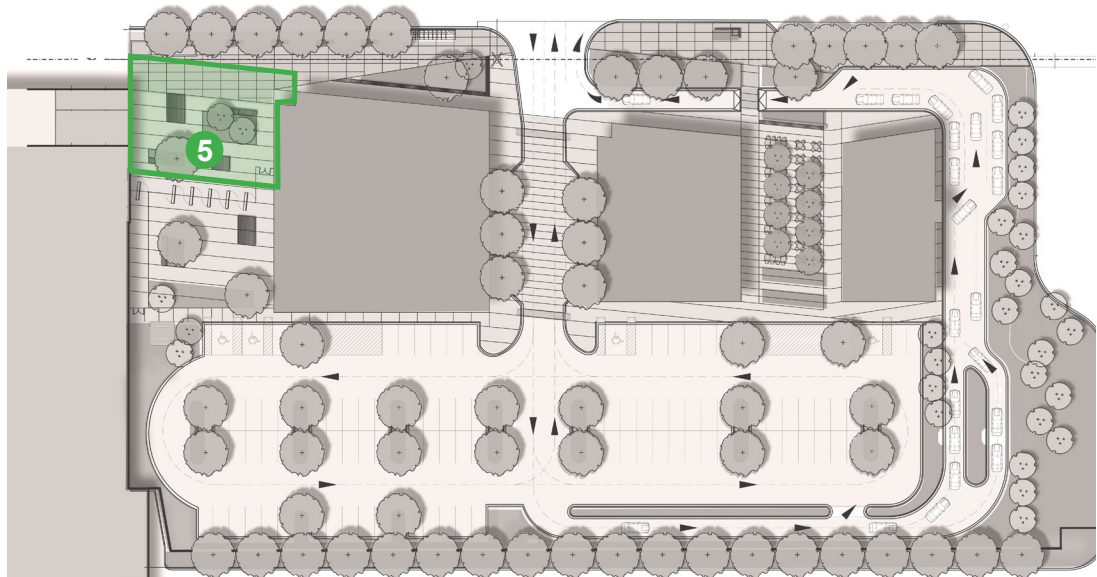
Fence Option 1: Steel Mesh Panel System

Basis of Design: Secur Double Wire by Omega Fence Systems

Fence Option 2: Ornamental Steel Fence

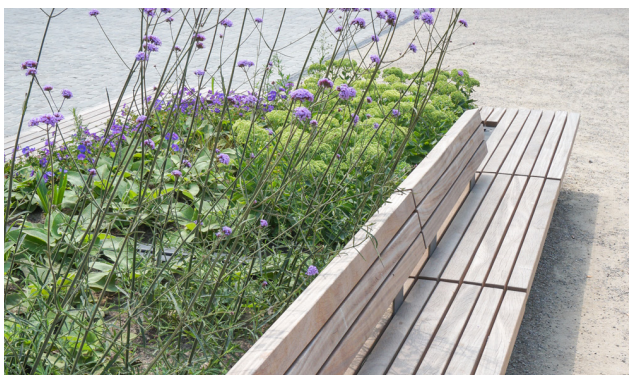
Basis of Design: Montage II by Ameristar Fence

PUBLIC PLAZA



The public plaza is intended to be welcoming to all users including residents of the surrounding neighborhoods, academy instructors, cadets and recruits, as well as visitors to the community center. This plaza, as a public amenity, shall be designed to accommodate the needs of a large community event, such as social demonstration or art market, but also have elements of an appropriate scale to support the intimacy of solitary occupation or small group gatherings. This space shall allow foot traffic between Chicago Avenue and the parking lot, but also entice people to sit and stay awhile.

Given the plaza will share edges with buildings, a parking lot, and the public right-of-way, the plantings incorporated into the design shall not only provide seasonal color and access to nature, but shall also function as a method to frame key views and screening from less desirable ones.



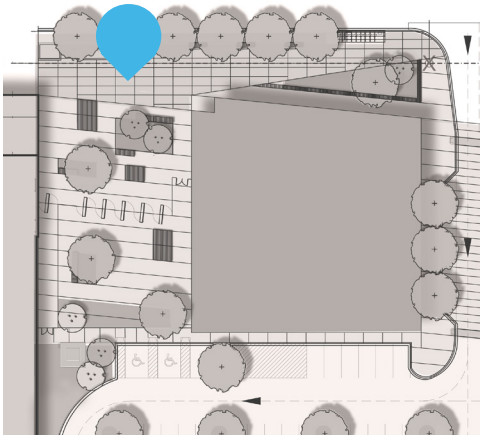
FURNISHINGS

Benches: Benches should be wood surface and be available in flexible modules for various assembly configurations. The basis of design for benches is the Mobile Green Aisles line from Streetlife.

Planters: Additionally, freestanding, movable above-ground planters should be provided throughout the space with annual and perennial plantings to help sub-divide the space into different zones and provide landscaping in this area. The Streetlife bench series mentioned above includes planters integrated with the benches.

Litter receptacles: litter receptacles must be provided for this area. The basis of design for litter receptacles is the "Elevation" line of receptacles from Anova Furnishings.

PUBLIC PLAZA – PROGRAMMING VIEWS

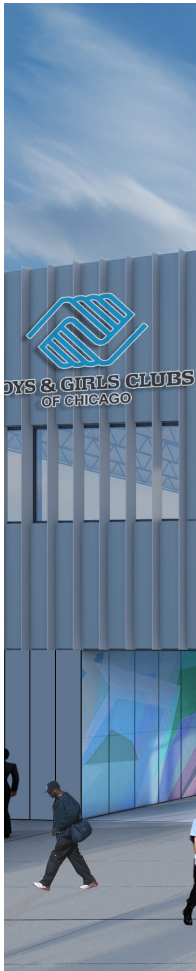


View Key Plan

Accessible design and maintenance of the outdoor space was a consistent point of concern throughout the engagement workshops with youth and organizations from the neighborhood. A major component of keeping the plaza activated is to allow for flexible programming all year round. Striking a balance between an activated plaza and flexibility in a variety of programs, the public plaza will allow for large-scale gatherings.

Given the plaza will share edges with buildings, a parking lot, and the public right of way, the plantings incorporated into the design shall not only provide seasonal color and access to nature, but shall also function as a method to frame key views and screening from less desirable views.

Locating a public plaza adjacent to the Academy for public safety first responders was an intentional invitation from the City to host civic discussions and events. A spatial connection between the community center and the entry into the Academy, the plaza will be a platform for a multitude of civic-focused events to build and mend relationships in the neighborhood.

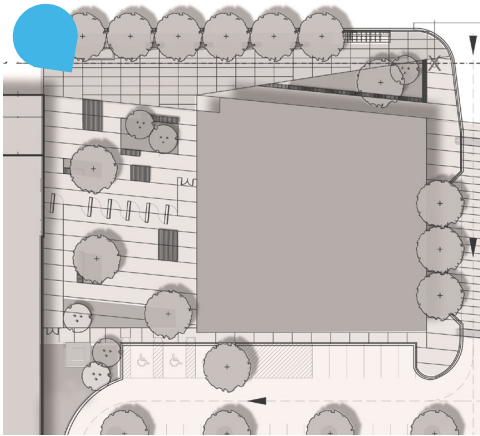




.....
PUBLIC SAFETY CEREMONY

Every morning, the training cadet classes from the Chicago Police and Fire departments will gather around the flagpole, cite the Pledge of Allegiance, and raise the flag. This ceremony ranges depending on the class size, which varies from 30-100 people.

PUBLIC PLAZA – PROGRAMMING VIEWS



View Key Plan

NORMAL USE: SUMMER SEASON

Tree plantings on the southern portion of the site will be crucial for shading during the summer months as well as to help offset heat island effects. While general programming of the plaza is flexible and open to community organizations and members activating on a by-basis need, civic engagement surrounding public safety programming will be hosted by the Academy directly. These events will be just one more step in fostering trust and transparency with the neighborhood.



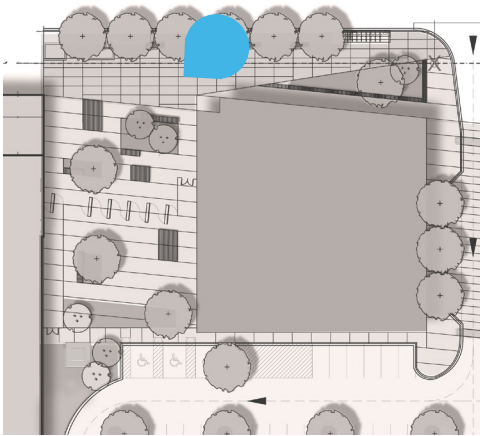
NORMAL USE: WINTER SEASON

Lights managed by the Academy to activate the plaza and encourage people to stop by and sit even when it's cold out.





PUBLIC PLAZA – PROGRAMMING VIEWS



View Key Plan

PEACEFUL PROTEST

The public plaza will also be a site of peaceful dissent. To accommodate these needs, the site furnishings will be heavy-weight and immobile and the plaza will use natural blockades such as trees and bike racks to protect those occupying the plaza.



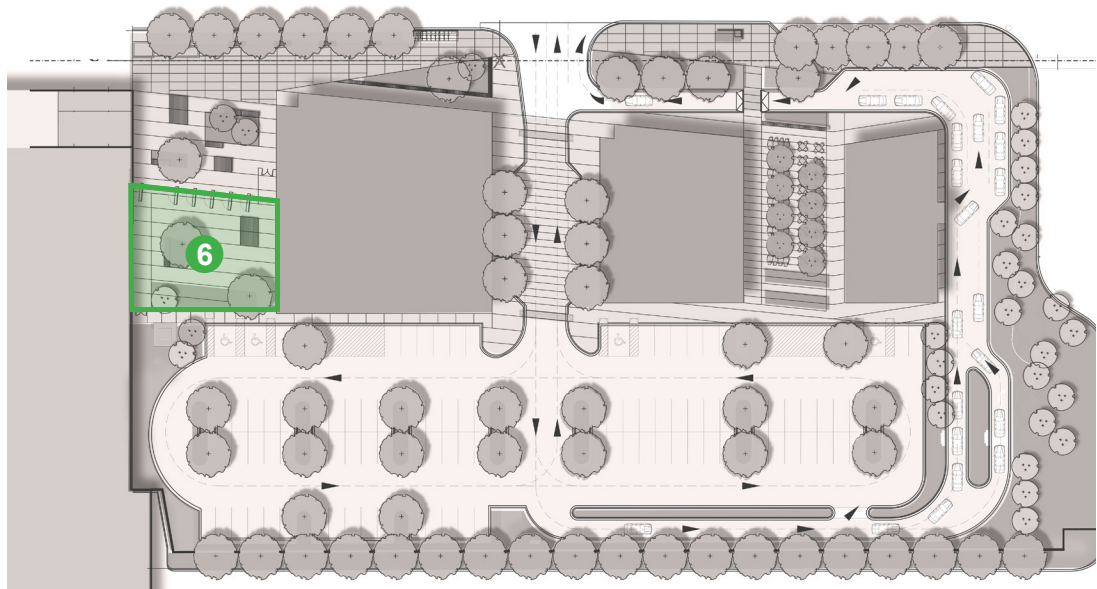
CULTURAL EVENT

As a site of gathering, the public plaza will host large-scale cultural events for the diverse communities represented in the City of Chicago. The circulation of the plaza takes into consideration the needs for temporary booths to set up.





BGCC OUTDOOR AREA



Located adjacent to the public plaza, a dedicated enclosed outdoor space for the community center building allows a secure area for Boys and Girls Club kids of all ages to play. The outdoor area can be accessed from the community center building, and can also be opened up to the plaza to combine the two spaces in the case of larger community events.

An outdoor play area set aside for the community center will allow for youth frequenting the campus to have a secure and reliable outdoor space to hang out. The maintenance of the space would be cared for by the tenant of the future community center.



PERIMETER TREATMENTS

The physical delineation between the Boys and Girls Club outdoor space and the Public Plaza shall have an openness and transparency that allows the spaces to read as one. This low height barrier with swinging gates shall allows the space to be opened up as an extension of the Plaza when necessary.

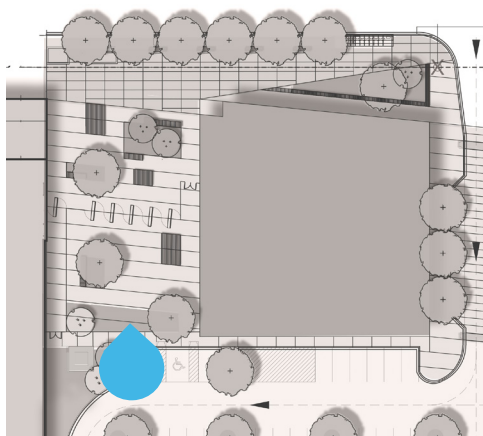
FURNISHINGS

Furnishings, including benches, planters, and litter receptacles shall be a continuation of the furnishings used in the Public Plaza space.

PAVING MATERIALS

The paving materials for the Boys and Girls Club dedicated outdoor area should be a continuation of the paving materials in the public plaza, so that when the space is opened up to the public, the ground surface appears to be seamless between the two spaces.

BGCC OUTDOOR AREA – PROGRAMMING VIEWS



View Key Plan

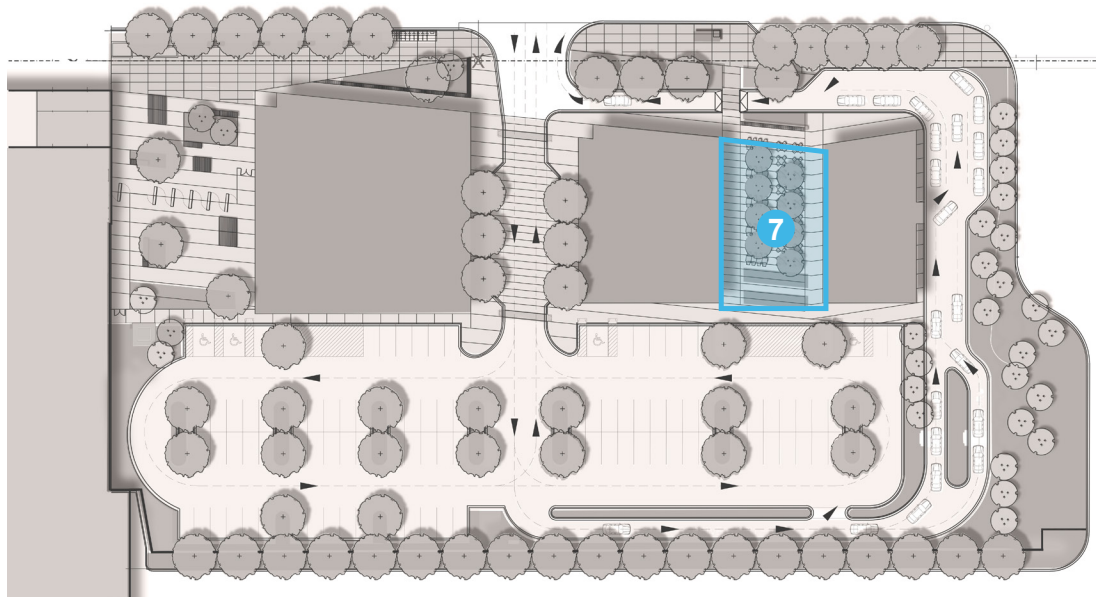
OPEN TO THE PUBLIC PLAZA

This view shows the play space with the separating gate open to the public. The Public Plaza seamlessly transitions into this space, creating an enlarged area for programming.





SHARED DINING PLAZA



Tucked behind the public right of way, a drive-through, and layers of landscaping, the dining plaza is a place of respite from the bustle of the auto-heavy Chicago Avenue. Although furnished and managed by the two restaurants, the dining plaza is unique in that it will remain a public amenity space open to the public beyond patrons of the restaurants. The site furnishings and landscaping will be maintained by the two restaurant tenants.

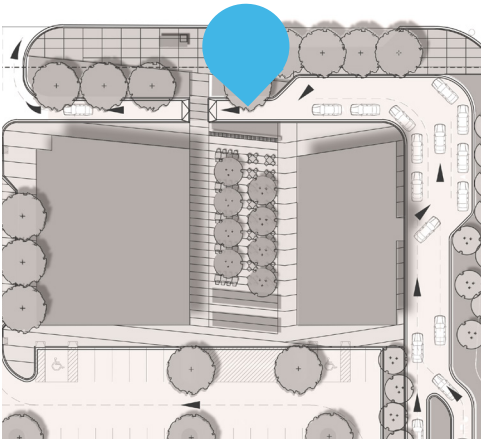
At the southern end of the shared outdoor dining space, a kitchen garden is designed to bookend the space and provide a visual barrier between outdoor dining and the parking lot. The green space will further connect outdoor diners to nature, with a visual connection to the food on their plates. As a productive kitchen garden, restaurants can utilize this space as a literal representation of 'garden to table' processes. Potential partnerships with the community center can create educational programs for neighborhood youth to learn about gardening and where their food comes from.



MATERIALS

Garden shall be raised beds, at a minimum 2'-0" in height; maximum height shall be 3'-0". Bed wall material shall be 2x6 Black Locust, with water proof liners.

SHARED DINING PLAZA – PROGRAMMING VIEWS



View Key Plan

The plaza uses various opportunities to incorporate pockets of plantings to visually and audibly buffer the din of Chicago Avenue from diners. The planting selections are intentionally selected to be native to the Midwest and reflect the seasonal changes. Flowers in the spring, lush greenery in the summer, and vibrant yellows in the fall will create a peaceful respite in the center of the City.

PLANTING SCHEDULE

Plant species reflect a basis of design of possible species. Full design with verified plant species and quantities to be determined in later phases.

TREE PLANTING

COMMON NAME	SIZE	SPACING
NORTHERN CATALPA	4" CAL.	25' O.C.
COMMON HACKBERRY	4" CAL.	25' O.C.
GINKGO TREE	4" CAL.	25' O.C.
KENTUCKY COFFEE TREE	4" CAL.	25' O.C.
OSAGE ORANGE FRUITLESS	4" CAL.	25' O.C.
SWAMP WHITE OAK	4" CAL.	25' O.C.
ENGLISH OAK	4" CAL.	25' O.C.
CHINQAPIN TREE	4" CAL.	25' O.C.
BUR OAK	4" CAL.	25' O.C.
CHICAGO BLUES BLACK LOCUS	4" CAL.	25' O.C.
BALD CYPRESS 'SHAWNEE BRAVE'	4" CAL.	25' O.C.
ELM CULTIVARS AS APPROVED	4" CAL.	25' O.C.

UNDERSTORY PLANTING

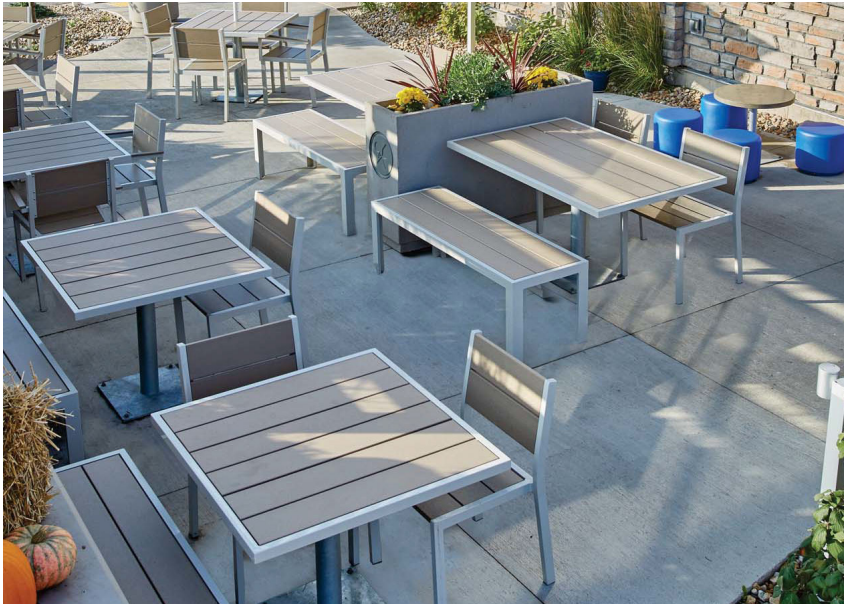
COMMON NAME	SIZE	SPACING
PENNSYLVANIA SEDGE	1 GAL	15" O.C.
DWARF FOTHERGILLA	24" TW	30" O.C.
MINIATURE DAFFODIL	BULB	24" O.C.
PRAIRIE DROPSEED	1 GAL	24" O.C.
EARLY MEADOW RUE	4" POT	18" O.C.
BLUE STAR	4" POT	24" O.C.
PURPLE PRAIRIE CLOVER	4" POT	12" O.C.
PRAIRIE ALUM ROOT	4" POT	15" O.C.
GOLDENROD	4" POT	18" O.C.
BUTTERFLY WEED	4" POT	12" O.C.
NODDING WILD ONION	BULB	24" O.C.





.....
View of the Dining Plaza on an autumn day with diners for either restaurant and youth from the future community center sharing the Plaza.

SHARED DINING PLAZA FURNISHINGS



WAUSAU / CULVER'S

Wausau partners with Culver's locations to furnish outdoor dining areas. Tables and chairs are made from durable aluminum frames and 100% recycled composite "wood" slats.

dining table:

57" length x 36" width

square dining table: 36"

dining chair:

24" x 21" x 33" ht

bench:

57" lgth x 19" wdth

Outdoor dining in the shared plaza will be an experience that is open to everyone. Accessible, reconfigurable furnishings will allow groups of different sizes to gather for a meal. An emphasis on high-quality, durable materials will allow furnishings and plaza design to stand the test of time.

ALTERNATE ONE:



LOLL DESIGNS

Made from 100% recycled plastic in Minnesota, Loll's Alfresco collection includes chairs, benches, stools, square tables and dining tables that mix and match seamlessly.

dining table:
62", 72", 82" or 95" lgth, 36" wdth

picnic bench:
22", 47" 58", 68" or 81" lgth, 36"wdth

square table: 36" or 30"

cricket dining chair:
16.24" x 22.5" x 33.5" ht

dining stool:
14" dia x 18" ht

ALTERNATE TWO:



ANOVA FURNISHINGS

The Elevation Collection from Anova is available in recycled plastic or Thermory ash wood. The lounge chair is extra-wide for comfortable seating, the frames are powder-coated steel, and arms/legs are cast aluminum.

rectangular table:
72" lgth x 40" wdth

round table: 53" dia

chair:
25" x 22" x 35" ht

TECHNICAL LANDSCAPE SCOPE ITEMS

Prepared by OMNI Workshop.

The “Joint Public Safety Training Center Training Campus” plans by AECOM, dated 3.12.21, hereafter referred to as AECOM Plans.

MAINTENANCE

All planting areas and trees on the Phase 1A site and adjacent right-of-way will be maintained by the City of Chicago on a regular basis. Restaurant plantings within the Dining Plaza will be watered by the restaurant tenants. Each building has an individual hose bib.

DRAINAGE

All planting areas on site should be served by perforated pipe underdrains, to be connected to a storm sewer system designed by others.

SOILS

Trees will be planted in planting soil to a minimum depth of 36”. Typical planting areas with shrubs and perennials should have a minimum soil depth of 18”. Within hardscape areas (except in the public right-of-way), such as plazas, tree planting areas will be covered with tree grates and tree planting areas connected together below the paved surface by structural soil. The basis of design for structural soil is CU Structural soil.

PERMITS / APPROVALS

Department of Buildings

Chicago Department of Water
Management

Chicago Department of
Transportation

Illinois Department of
Transportation – Driveway and
Stormwater permits

IEPA – Notice of Intent,
NPDES

Department of Planning and
Development

Chicago Bureau of Forestry

3.3 | ART INSTALLATIONS

Throughout the engagement process, images of artwork elicited the most discussion. People immediately found meaning and message in the imagery and expressed a strong desire to have local artwork incorporated into the site in prominent locations. Artworks will be conceived and developed through a well established DCASE procurement process that utilizes a percentage of the overall project budget as the funding source.

ARTISTIC GOALS

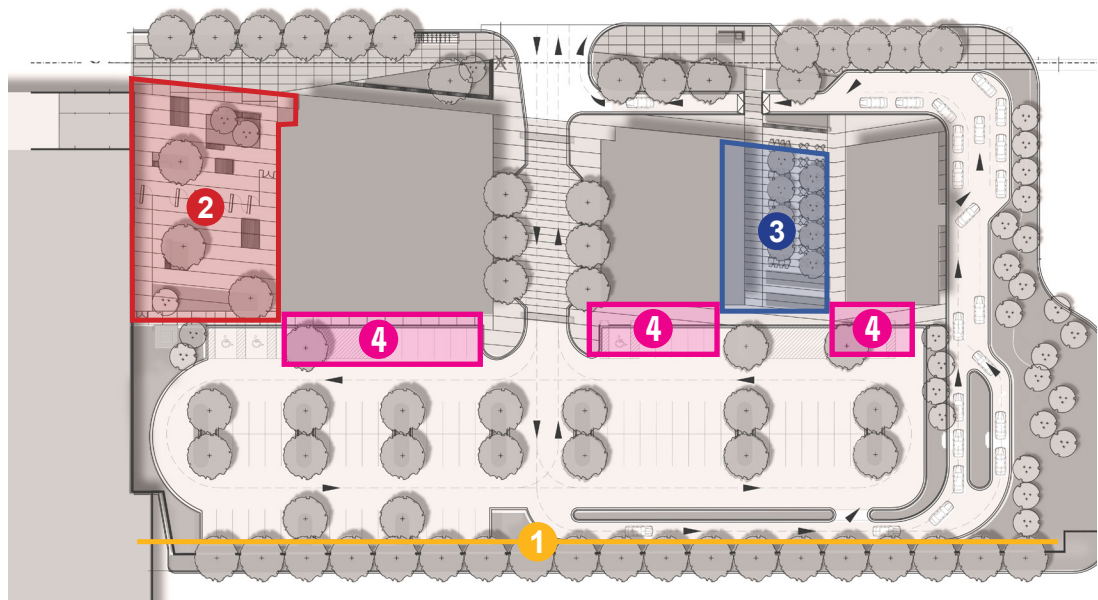
- Identify high level artistic solutions to the design of the vertical walls and hardscapes throughout the site.
- Utilize the existing "Artist in Residence" program developed by DCASE.
- Incorporate feedback from community engagement process into design decisions.





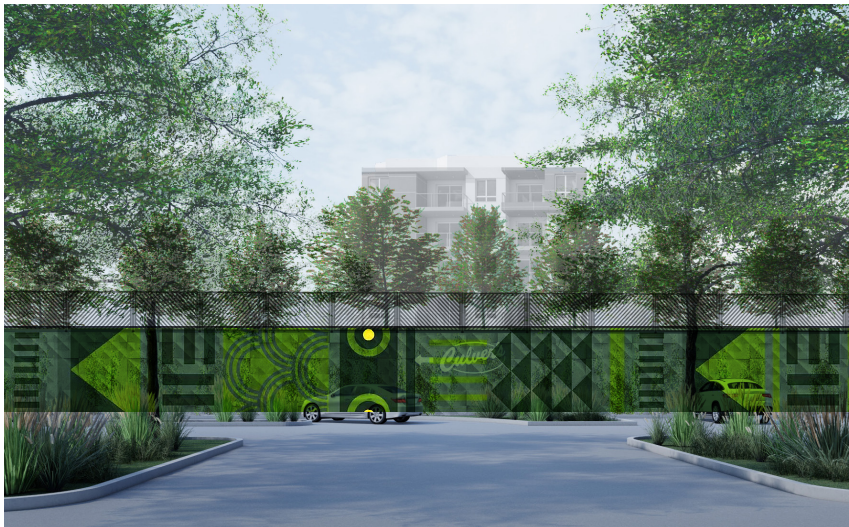
Antonia "Toni" Rupert artwork

ART INSTALLATION CONCEPTS



Various opportunities have been earmarked for art installations. The retaining wall and extents of opaque building surfaces act as visual and physical barriers for the site to function and at the same time become a canvas for mural work and other types of temporary installations. The plazas offer opportunities for interactive and free-standing installations. These art installations provide an engaging respite throughout the PH-1A site for those using the space on a daily basis and for the vehicular and pedestrian traffic along Chicago Avenue.

- 1 RETAINING WALL
- 2 PUBLIC PLAZA
- 3 SHARED DINING PLAZA
- 4 BUILDINGS



RETAINING WALL

Large surface area for operational security and site constraint reasons can be taken advantage of not as an eyesore but as an intentional platform for artist collaboration within the neighborhood, with youth, and cadets. Refer to Landscape Chapter for more information on the retaining wall.

1



PUBLIC + DINING PLAZA

There are opportunities for art installations on both plazas on the site. The east face of the Academy building is recommended to explore the collaboration of a local Chicago based muralist with the possibility of including training cadets and youth from the neighborhood to implement. The community and 37th ward Alderwoman Emma Mitts is in conversation with the City on possible sculpture proposals.

2 3



BUILDINGS

While each of the buildings are designed to be open with engaging and transparent street facades, the southern facades of each building remain enclosed to house building service rooms, the trash enclosure, and block views into the parking lot. These are opportunities for the building tenants to lead collaborative conversations with the community on the selection of artists and the content of the mural.

4

PUBLIC ART ORDINANCE

The City of Chicago Public Art Ordinance states that public building new construction projects and outdoor site improvement projects are required to allot 1.33% of the original budgeted cost of construction for the Public Art Program, specified in Section 2-28-150. This fund would be used to commission or purchase artwork to be located in a public area in or at the project site. The selection of artists to commission or artwork to purchase should follow the policy guidelines of the Public Art Ordinance, which includes procedural review and consultation with aldermen, community organizations, and the general public. No more than 20% of the Public Art Fund should be set aside for the maintenance of the artwork. These procedures and budget allocation requirements do not apply to temporary public art, as noted in Section 2-28-190. The PH-1 Academy building and the PH-1A site use different pools of construction funding, which will allow for two separate public art requirements.

ARTIST IN RESIDENCE

The Austin neighborhood artist-in-residence as part of the INVEST South/West initiative is Antonia "Toni" Rupert. All other artwork in this section are sourced from the public domain and are reference images conveying a sense of scale and type of art installation. The JPSTC PH1A site's only artist recommendation is the Austin neighborhood artist-in-resident.

OTHER PUBLIC ART PARTNERSHIPS

There are various public art initiatives and programs happening across the city that could yield possible partnerships for the JPSTC PH-1A site. We Will Chicago is an ongoing three-year, citywide planning initiative under Mayor Lightfoot that uses Arts and Culture as just one of several strategies to encourage neighborhood growth and vibrancy while addressing social and economic inequities that impair Chicago's legacy as a global city. In 2020, the Chicago Parks District Arts & Culture unit launched the Cultural Assets Mapping Project in partnership with DCASE, working with artist representatives of various neighborhoods and residents to better understand the existing cultural vibrancy of our communities.





MURAL WORK

There was nearly unanimous agreement on what kind of art community youth and members are drawn to are murals. Offering more than a beautification strategy, the retaining wall with mural work frames the site with imagery of self-empowerment and creative inspiration. The east facade of the Academy building also offers an blank canvas for large scale mural work.



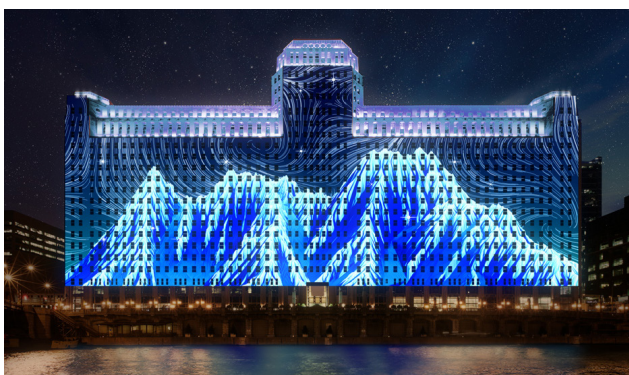
SCULPTURE

Public sculpture installations are an opportunity to depict community values. The public plaza offers a large expanse of programmable space with integrated planters and blank wall space that can be treated with creativity and form surprising spaces to engage with and reside in.



INTEGRATED GROWING INSTALLATION

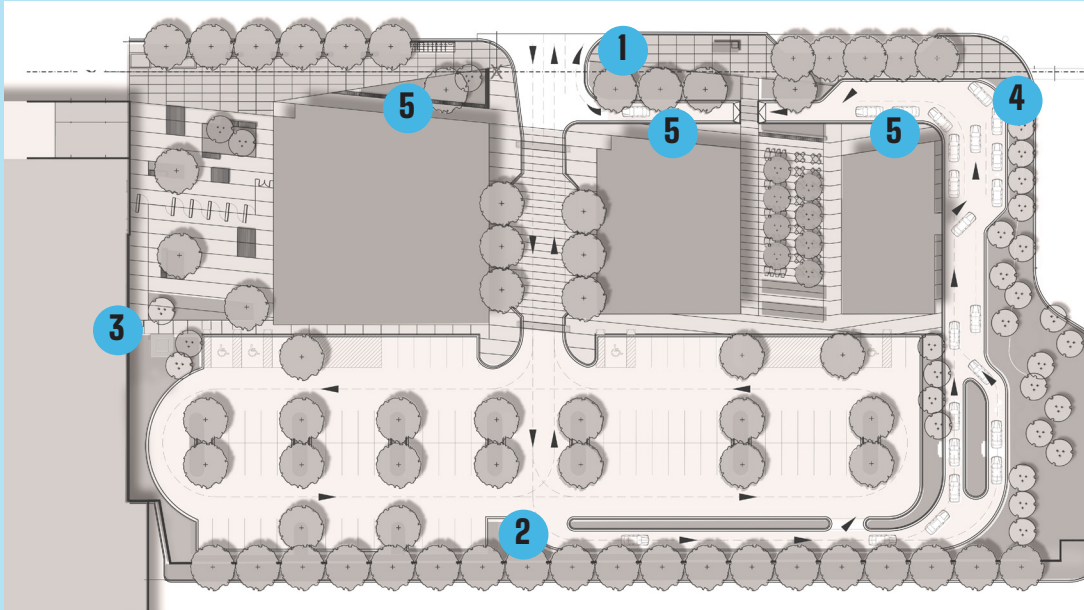
The dining plaza is a more intimate space than the public plaza, but none the less expected to be bustling and active with the patrons of both restaurants, cadets and youth taking a breather for their lunch hour, and passersby from Chicago Avenue. The opportunity to use combine a functional growing space with a visually dynamic aesthetic offers a dual function for the dining plaza.



TEMPORARY ACTIVATION

A suggested light installation opportunity to activate the retaining wall. This method would allow for rotating artist installations, consistent programming, as well as gives youth on the West Side a glimpse of art that is not typically seen in their neighborhood.

3.04 | WAYFINDING



The wayfinding signage throughout the PH-1A site is recommended to feel consistent and designed as a whole. Clear and concise signage will be paramount to directing which parking lot is for who, which entry can or cannot be used, and clear directions for pedestrians and those walking from their cars to the various buildings.

SUGGESTED WAYFINDING LOCATIONS

1. Main location marker identifying the Boys + Girls Club of Chicago, Peach's restaurant, Culver's restaurant.
2. Entry to Culver's restaurant drive-through.
3. Pathway to the Academy and Public Plaza.
4. City to provide an "Authorized Vehicles Only" signage.
5. Tenant provided exterior signage. Locations to be verified.



Example of general wayfinding signage located in pedestrian right of way. May have digital components as part of signage.



Example of digital horizontal signage integrated on the building envelope.



Example of digital signage integrated on the building envelope.

4 | TENANT MANAGED SPACES

THIS SECTION INCLUDES |

4.01 | Peach's Restaurant

4.02 | Culver's Restaurant

4.03 | BGCC Community Center

4.03 | Academy Community Room

A variety of activities facilitated by the academy and the site's new tenants will make the Joint Public Safety Training Campus an attractive meeting place for the local community.

Dining options will be provided by the Peach's and Culvers restaurants, who are not only committed to the maintenance of the outdoor plaza, but will also promote local employment, art, and gardening and cooking programs among others. The multi-story Community Center, run by the Boys and Girls Club of Chicago, has indoor and outdoor recreation areas, a gymnasium, flexible programming spaces, game rooms and a kitchen—all facilities dedicated to local youth. On the eastern corner of the academy itself is a designated Community Room for shared programming with recruits, cadets and local community members.

The site occupants live within quiet buildings that use simple iconic massing and material gestures to anchor the various community gathering spaces across the PH-1A site. The overhang roof canopies reflect a hint of color indicating the restaurant brands and light up the strip of views into the interiors.





4.01 | PEACH'S RESTAURANT

Known for its comfort food, Peach's is one of two dining options provided on the site. Unique to this location on Chicago Avenue, the restaurant aims to form partnerships with community organizations through its shared teaching kitchen and its 'farm to table' initiative. The restaurant plans promote art, cooking and agricultural programs facilitated through its outdoor garden and interior spaces. Pivoting to adapt to post-pandemic conditions, Peach's has also committed to maintaining a publicly-accessible outdoor dining area.

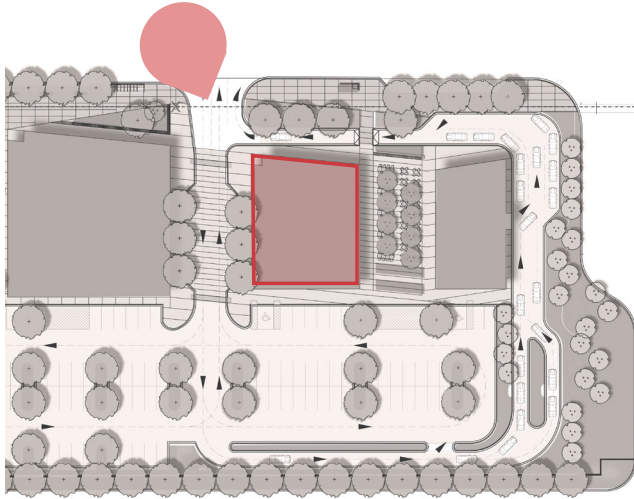
PROGRAM GOALS

- Provide diverse dining options for the neighborhood with both sit down and grab and go dining options.
- Create an opportunity to showcase a black owned restaurant.
- Build collaborative culinary program opportunities for youth and young adults.
- Incorporate feedback from community engagement process into design decisions.





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*Chef Cliff Rome plating a meal at the
current Bronzeville location*

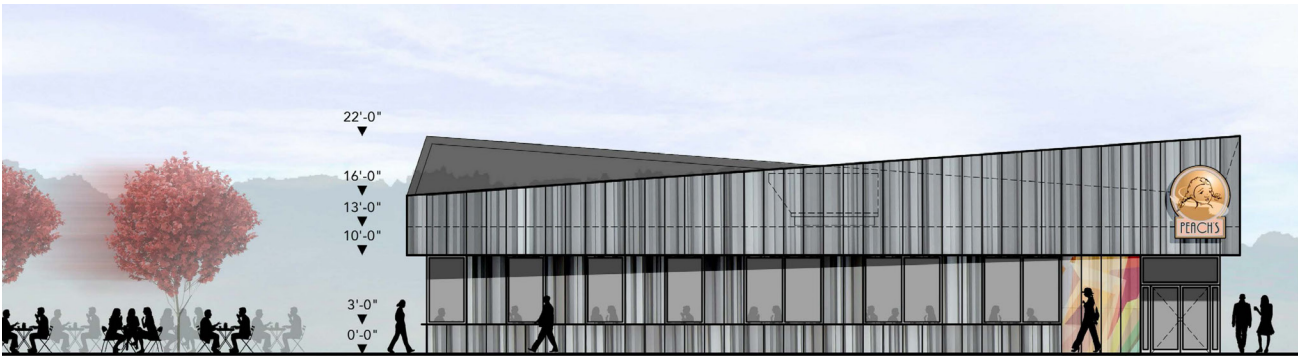


EXTERIOR VIEWS

As the second location in Chicago and the first new construction project for Peach's and the Rome's Joy Companies, the emphasis for Peach's was on the building entry and its proximal location to the Community Center. Locating Peach's across the private drive from the Community Center emphasizes the connection between two buildings both physically and makes programmatic collaborations easier as well. The roof overhang scales the front elevation to an intimate, pedestrian-sized height and incorporates a pop of branding color underneath the soffit. The elevation shows the material option 2 (refer to Facade Material Options on the next page).







Rendered elevation of material option 3: the north facade along Chicago Avenue



Rendered elevation of material option 3: the east facade along the Dining Plaza



Rendered elevation of material option 3: the south facade along the parking lots



Rendered elevation of material option 3: the west facade along the pedestrian street

FACADE MATERIAL OPTIONS



OPTION 1

Precast fiber cement panel rainscreen system.
Suggested manufacturer: Equitone [tectiva] product is fire-safe, water-resistant, and chemical-resistant. Panels are 8mm thick and come in 2500x1220 mm and 3050x1220 mm sizes, weighing about 14.9 km/m².



OPTION 2

Mass wood panels combined with wood slats.
Suggested manufacturer: Prodema Prodex, a natural wood product that uses a highly resistant outer film that is anti-graffiti and non-stick, reducing the build-up of dust and dirt.

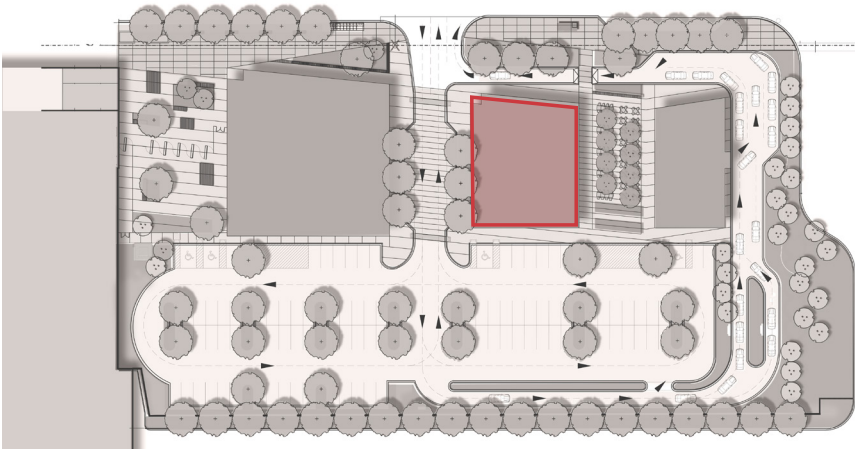


OPTION 3

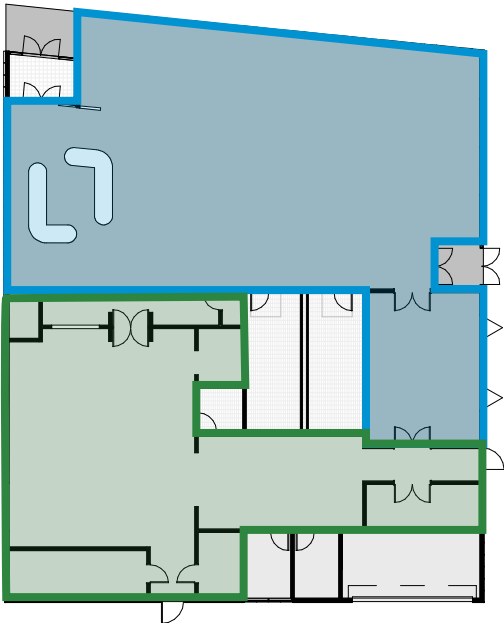
Metal panels incorporating various design possibilities using finish, texture, and color.
Suggested manufacturer: TRESPA Meteon, a decorative high-pressure compact laminate (HPL) made up of 70% natural fibers and thermosetting resins.



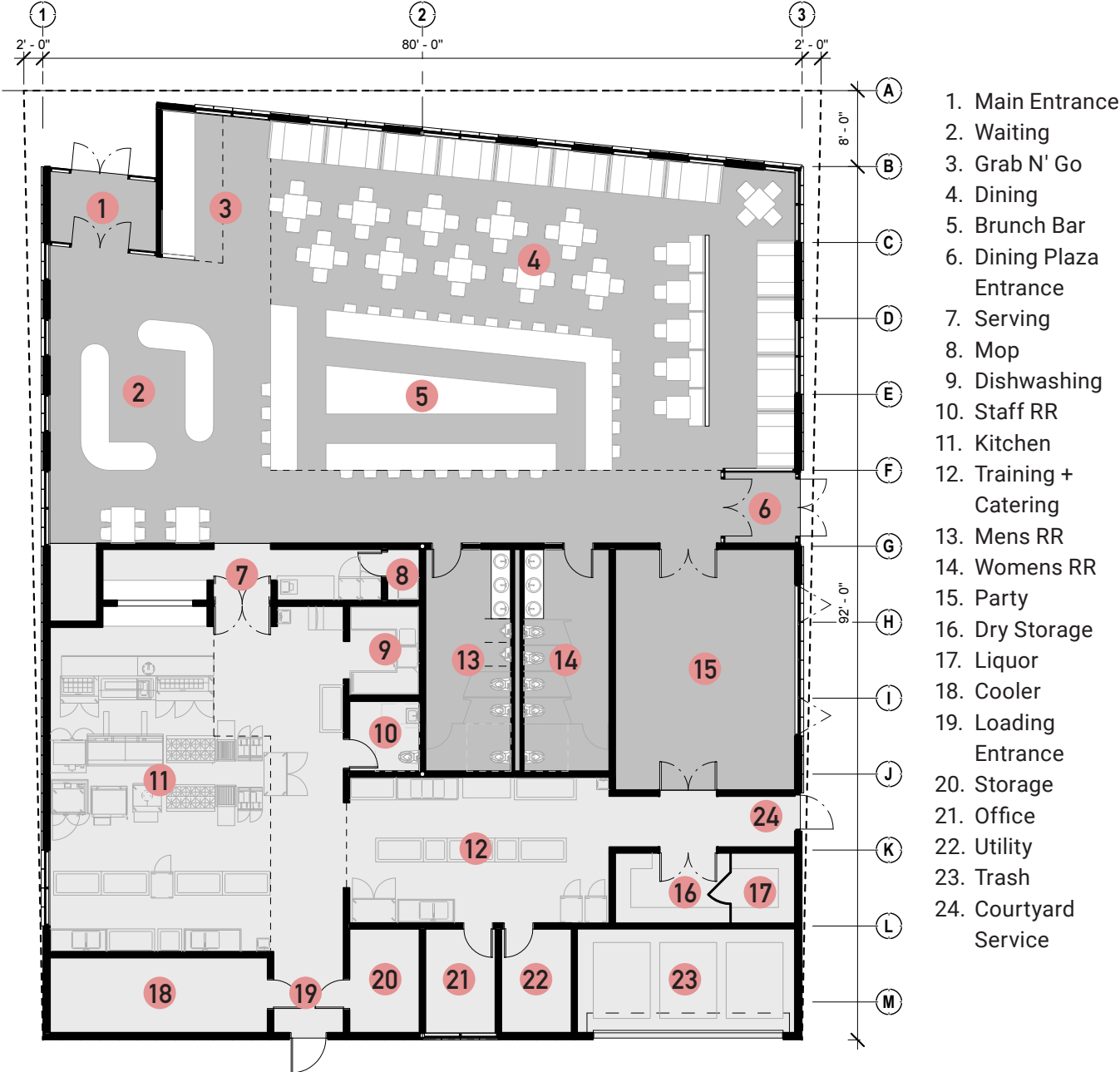
AREA CALCULATIONS



Although Peach’s on 47th in Bronzeville was a sit-down dining restaurant, the location on the Joint Public Safety Training Campus provides Peach's with a large audience of Chicago Police Department and Chicago Fire Department cadets with limited lunch hours. In response to this need, Peach's will have a dedicated grab 'n' go section for walk-ups. As part of their emphasis on education and skills training, Peach's aims to start a garden within the Dining Plaza and practice a true farm-to-table philosophy.

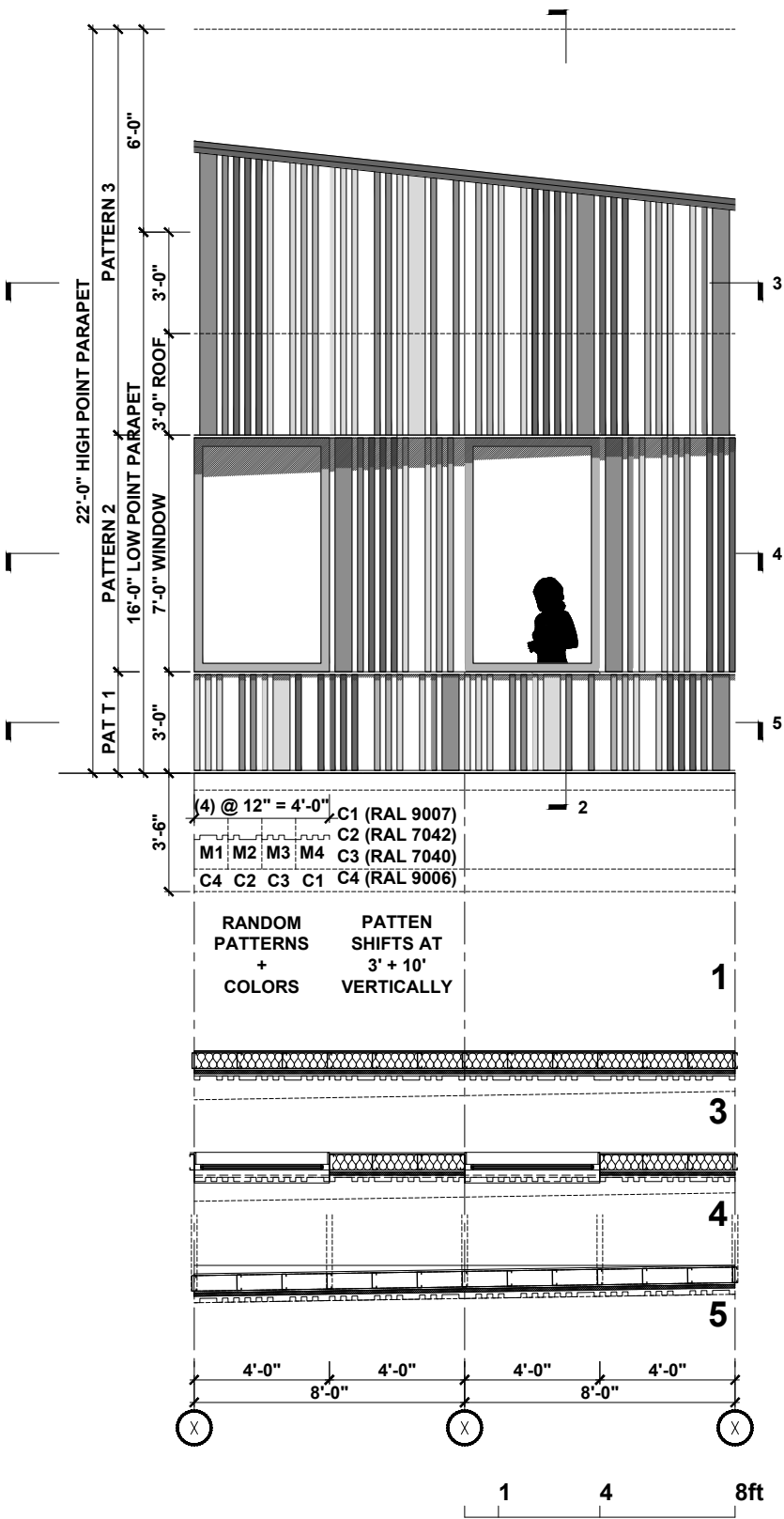


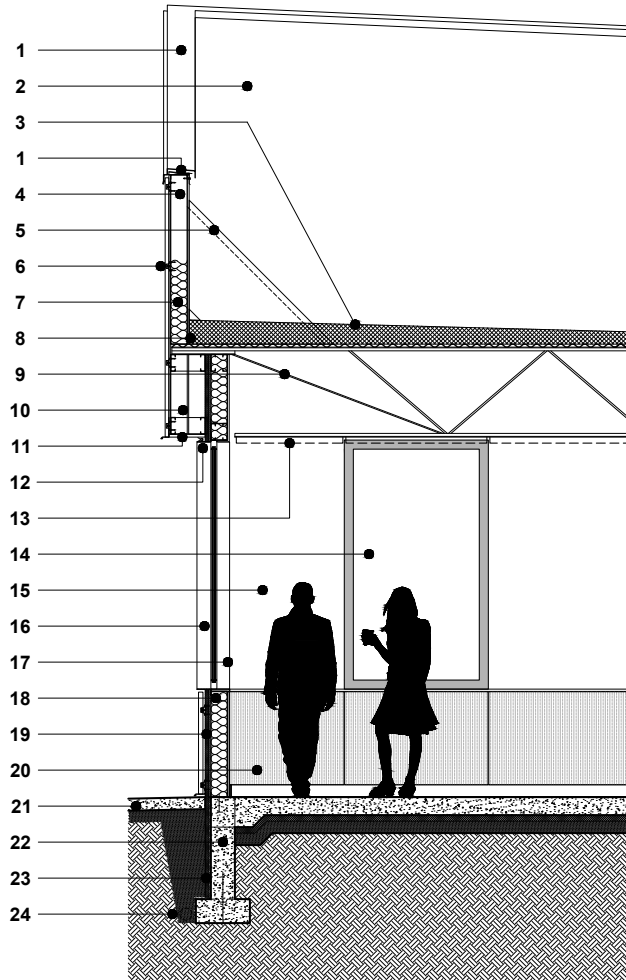
	ROOM NAME	GROSS SF	DPD PROGRAM
DINING	DINING	1,342	4,000
	GRAB N' GO	105	
	WAITING / COATS + STROLLERS	469	
	PARTY	508	
KITCHEN	BRUNCH BAR	565	3,000
	SERVICE	180	
	KITCHEN PREP + DISH	1,303	
	CATERING + TRAINING	448	
	REFRIGERATOR	200	
	FREEZER	92	
	DRY + LIQUOR STORAGE	157	
BUILDING	OFFICE / STAFF	92	
	RESTROOMS	520	
	MECH + JAN	116	
	TRASH	271	
	VEST + CIRCULATION	1,032	
TOTAL AREA		7,400	7,000



Peach's programmatic floor plan. Refer to Landscape for dining plaza information.

RESTAURANT FACADE SYSTEM





2

- 1 PARAPET FLASHING W/ HPC (RAL 9007)
- 2 WHITE EPDM ROOFING @ PARAPET
- 3 WHITE EPDM ROOFING @ TAPERED INSULATED ROOF
- 4 COLD ROLLED STEEL UN-INSULATED PARAPET
- 5 COLD ROLLED STEEL PARAPET BRACING
- 6 CONCEALED RAIN-SCREEN PANEL CLIP
- 7 COLD ROLLED STEEL INSULATED PARAPET
- 8 PAINTED CORRUGATED STEEL ROOF STRUCTURE (RAL 7043)
- 9 PAINTED STEEL TRUSS, DUCTWORK, SPRINKLERS (RAL 7043)
- 10 UN-INSULATED CANTILEVERED CANOPY WALL
- 11 PAINTED SOFFIT | CULVER'S (RAL 5015), PEACHES, (RAL 8023)
- 12 CONTINUOUS LINEAR LED SOFFIT WASHING FIXTURE
- 13 PAINTED 4X4 FLATTENED EXPANDED METAL CEILING PANELS CULVER'S (RAL 5015), PEACHES, (RAL 9004)
- 14 1" INSULATED FIXED GLAZING WITH LOW E COATING (VE27-2M)
- 15 PAINTED DRYWALL (RAL9010)
- 16 WINDOW FLASHING (RAL9006)
- 17 PAINTED DRYWALL WINDOW RETURN (RAL 9010)
- 18 1-HR INSULATED COLD ROLLED STEEL SHEAR WALL
- 19 CONTINUOUS STRUCTURAL INSULATION
- 20 SEALED ENGINEERED MAPLE WAINSCOTING W/ SOLID WINDOW SILL
- 21 SEALED STAINED CONCRETE PLAZA / SIDEWALK
- 22 FOUNDATION WALL W/ INSULATED SLAB ON GRADE
- 23 DRAINAGE MAT W/ CONTINUOUS INSULATION
- 24 DRAINAGE TILE



INTERIOR VIEW

Inside Peach's, the beloved and familiar chalk wall greets all who walks in. An expression of their employees creative expression as well as the go-to menu of specials for the day. In the center of the room, a brunch bar sits as a focal point of design as well as separating the grab n' go station from the rest of the dining room. At the other side are clear views into the dining plaza. The dining room will be bustling with people from all over the West side - Peach's atmosphere is one of a second home. Chef Rome is also interested in promoting art programs and local artists in the decor of the interior.

PROGRAM CONCEPTS



PROMOTING ART PROGRAMS

Another sister company within Rome's Joy Companies is the Blanc Gallery. One of the focal programming interests that Peach's Restaurant brings to the JPSTC is the rich possibilities that art programming provides for youth in the neighborhood.



FARM TO TABLE

Teaching kids how to grow and prepare food is a natural interest and direction. Peach's will maintain and care for a garden space within the dining plaza, enhancing the dining experience while strategically blocking views of the parking lot for diners in the plaza.



TEACHING KITCHEN

The teaching kitchen focuses on a culinary program rooted in practical knowledge, allowing students to have in-kitchen experience by the time they graduate the program.



PARTY ROOM

The party room will act as a flexible use room between all the various programs that Peach's runs. An operable window opens out into the dining room with space for closets and a TV on the opposite wall.

OPERATIONAL PROFILE

Peach's is a sit-down restaurant serving comfort food for breakfast brunch and lunch. Open from 7 am to 4 pm, they typically see their rush on the weekends based on their Bronzeville location. However, since the beginning of the COVID pandemic, Peach's has been running a "ghost" kitchen with their dining room closed from 4-10 pm as well. This allows them to offer catering and delivery only through the afternoon and evenings. Since the Joint Public Safety Training Campus offers a unique audience, Peach's will be exploring "grab n' go" set ups for cadets running on tight schedules. During their "ghost" kitchen hours, Peach's will also be running culinary training programs.



LANDLORD HANDOVER TO TENANT

The City of Chicago maintains property ownership of the land and building as "The Landlord" and shall provide a code compliant building that confirms with the definition of core and shell as defined in the lease agreement. Per this agreement, the term "core and shell" means a structure with bare stud walls and unfinished floors. Once the City's scope of work is complete, Peach's and their architecture and design team will build out the restaurant to be their unique space. Peach's as "The Tenant" shall operate and maintain the premises throughout the terms of agreement. The outdoor furnishings and buildout of the garden will be handled by the Tenant.



STRUCTURAL

Description of Restaurants' Structural System

The proposed buildings are both one-story structures. The roof structure of both restaurants will be framed with open web steel joists along with select structural steel framing members to frame out various wall openings and support the roof cantilevers at the front of the structures. The smaller, chain restaurant has a maximum roof span of 52' with 2' maximum roof extensions and will utilize 30" deep joists at 24" OC. The larger, local restaurant is framed with two separate 24" deep joists at 24" OC, each spanning 40' with 2' maximum roof extensions, with a central steel bearing line. Both structures have perimeter walls framed with cold-formed steel which will act as both as bearing walls as well as shear walls. The roof deck for both structures will be 1".

The restaurants first floor will be constructed with a 6" normal weight concrete slab-on-grade reinforced with welded wire fabric. The slab will be poured over a vapor barrier and compacted gravel. There will be a continuous strip footing and foundation wall around the perimeter of the structure extending 42" below grade. Individual steel columns will be supported on concrete cast-in-place concrete spread footings. Based on the geotechnical investigation report for the JPSTC specific buildings, it is anticipated that over-excavation of existing soils, and replacement with compacted gravel, will be required to get to a good bearing stratum of 3,000psf.

Design Criteria

2019 Chicago Building Code with May 2020 Supplement

Minimum Design Loads for Buildings and Other Structures – ASCE 7-2016, American Society of Civil Engineers

Steel Construction Manual 15th Edition, American Institute of Steel Construction

Building Code Requirements for Structural Concrete – ACI 318-19, American Concrete Institute

National Design Specification (NDS) for Wood Construction 2018, American Wood Council

Building Code Requirements and Specifications for Masonry Structures, TMS 402/602-16, The Masonry Society

Building Design Loads**Live Loads**

Assembly Areas	100 psf
Bleachers	100 psf
Dining Rooms and Kitchens	100 psf
Light Storage	125 psf
Mechanical Rooms	125 psf
Roof	20 psf

Atmospheric

Snow Loads (indicated loads may be able

Ground Snow Load	25 psf
Uniform	As Calculated
Drift	As Calculated

Wind Loads

Basic Design Wind Speed	107 mph (Risk Category II)
MWFRS	As Calculated
Components and Cladding	As Calculated

Dead Loads**Restaurants**

Roof	
Waterproofing Membrane	2 psf
Insulation	3 psf
Metal Deck	2 psf
Open Web Steel Joists	5 psf
MEP	5 psf
Ceiling	3 psf
RTU Equipment	As Calculated

Estimated Soil Parameters (indicated values are
based on soils report for larger complex)

Net Allowable Soil Bearing Pressure	3,000 psf
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MEP

Peach's Restaurant | MEP System Design Narrative | JPSTC Phase 1A Study

A. Current Project Understanding

The project is a new construction of approximately 5,500 square foot of restaurant building as a part of Joint Public Safety Training Campus Chicago (JPSTC) development program. The building will be served for Peach's which is a commercial franchise comfort food restaurant business. The majority of space will be utilized for kitchen, dining hall, toilets and support areas.

B. Mechanical

1. Proposed Scope of Work

1) Quality Assurance:

1. Codes: HVAC systems comply with all applicable building codes and regulations including:

- a. City of Chicago Building Code
- b. Chicago Energy Conservation Code

2. Standards: References for HVAC design will include the following:

- a. ASHRAE Handbooks and Standards.
- b. SMACNA Standards.
- c. American National Standards Institute (ANSI).
- d. American Society of Mechanical Engineers (ASME).
- e. American Society for Testing Materials (ASTM).

3. Heating and Cooling Load Calculations will utilize Carrier HAP or Trane CDS computer programs.

2) Design Criteria:

1. Heating-ventilating and air conditioning systems will be designed to operate through the normal change of seasons and maintain conditions. Systems will be designed to maintain inside conditions with all windows and doors closed.

2. Outdoor design conditions are based on American Society of Heating, Ventilating and Air Conditioning Engineers (ASHRAE) criteria. Criteria listed for the Chicago O'Hare Airport weather station is used.

- a. Cooling system outdoor design temperatures are ASHRAE 0.4 percent criteria. In a normal summer, approximately 35 hours would be above the design values.
- b. Heating system outdoor design temperatures are ASHRAE 99.6 percent design criteria. In a normal winter, approximately 35 hours would be below the design values.

3. Summer outdoor design conditions:

- a. Dry-bulb temperature: 95 deg F
- b. Mean daily range: 19.6 deg F
- c. Wet-bulb temperature: 75 deg F

4. Winter outdoor design conditions:

- a. Dry-bulb temperature: -10 deg F
- b. Wind speed: 15 mph

5. Indoor Design Conditions During Occupied Periods (For load calculations & equipment sizing):

	<u>Winter</u>		<u>Summer</u>	
<u>Conditioned Area</u>	<u>deg F</u>	<u>RH%</u>	<u>deg F</u>	<u>RH%</u>
All Occupied Areas	70	35	78	50

6. Indoor Design Conditions During Occupied Periods (For control setpoints and operation):

	<u>Winter</u>		<u>Summer</u>	
<u>Conditioned Area</u>	<u>deg F</u>	<u>RH%</u>	<u>deg F</u>	<u>RH%</u>
All Occupied Areas	70	35	74	50

7. Outside air for ventilation shall be based on governing codes and required exhaust systems.

3) Systems:

1. All mechanical systems shall perform better than the current version of ASHRAE 90.1.
2. Nominal sizes of equipment and loads listed herein are intended to clarify scope. Final equipment sizes and quantities may be different and are dependent on final design calculations. The following systems shall be included:
 - a. Provide 1/6 HP downblast toilet exhaust fan to relieve code required exhaust.
 - b. Provide 5 kW cabinet unit heaters with integral thermostats in entry vestibules.
 - c. Provide upblast exhaust fans as required to relieve exhaust from kitchen hoods. Refer to Peach's kitchen equipment drawings.
 - d. Provide nominal 20-ton packaged gas/DX rooftop air handling unit with heating input capacity of 240 MBH for dining room. Provide enthalpy economizer. Fan shall run continuously while space is occupied. Interlock to shut down unit when Ansul system is activated or any duct detector is activated.
 - e. Provide nominal 30-ton packaged gas/DX makeup air handling unit with heating input capacity of 600 MBH for kitchen. Fan shall run continuously while space is occupied. Interlock to shut down unit when Ansul system is activated or any duct detector is activated.
3. Lay-in ceiling supply diffusers shall be Titus Omni or equal, Titus ML or equal slot diffusers, Titus 300RL sidewall diffusers or equal, lay-in return and exhaust registers shall be Titus PAR or equal. All diffusers, registers and grilles shall be aluminum in wet locations.
4. Automatic Temperature Controls: Provide standalone thermostats for control of rooftop units. Provide all interlocks for fire suppression and alarm systems.

4) Products:

1. Supply and return ductwork for heating, ventilating and air conditioning will be galvanized sheet metal, all transverse and longitudinal seams will be sealed.
2. General toilet exhaust ductwork shall be galvanized steel.
3. All supply ductwork shall be externally insulated with 1" FSK mineral fiber board or blanket,
4. All ductwork within 10 feet of exterior openings shall be internally lined with 1 inch, 3 pound density anti-microbial coated mineral fiber board and edges capped to minimize erosion.

C. Plumbing/Fire Protection

1. Proposed Scope of Work

1) Plumbing

1. Codes and Standards:

- a. State of Illinois Plumbing Code
- b. City of Chicago Plumbing Code.
- c. Peach's standards.
- d. American National Standards Institute (ANSI)
- e. American Society of Mechanical Engineers (ASME)
- f. American Society for Testing and Materials (ASTM)
- g. American Water Works Association (AWWA)
- h. Underwriter's Laboratories (UL)

2. Design Criteria - Water Systems:

- a. Operating pressure: 30 psi minimum, 80 psi maximum.
- b. Average pressure loss due to friction: 2 psi per 100 linear feet.
- c. Maximum Velocity - Galvanized Steel Pipe
 - i. Cold water mains: 8 feet per second
 - ii. Hot water mains: 6 feet per second
 - iii. Risers and Branches - 6 feet per second
- d. Maximum Velocity - Copper:
 - i. Mains, risers and branches - 6 feet per second.
- e. Water flow quantities based on the fixture unit sizing method described in the local plumbing code.
- f. Backflow prevention devices provided in accordance with the local plumbing code.

3. Design Criteria - Sewer and Drain Systems:

- a. Floor drains shall be provided as required by local Code.
- b. Sewer or drain piping will slope at a rate of 1/8 inch per foot or at a rate to produce a minimum cleansing velocity of 2 feet per second.
- c. Vent piping shall drain back to a sewer or drain pipe.

4. Design Criteria - Plumbing Fixtures:

- a. Plumbing fixtures must meet Peach's standards.
- b. Lavatory fixtures shall have water conserving 0.5 gpm faucets.
- c. Toilet Flushometers shall be 1.28 gpm maximum.
- d. Urinal Flushometer shall be 1/8gpf maximum.
- e. Kitchen fixtures shall have water conserving 1.5 gpm faucets.
- f. Fixtures shall have thermostatic mixing valves.
- g. Exposed piping below sinks shall have ADA compliant pipe covering guards.
- h. Provide fixtures for the physically disabled in compliance with the Illinois Accessibility Code and/or the Americans with Disabilities Act.

5. System Descriptions:

- a. Provide a 6" combined service. 1-1/2" domestic cold water and 4" fire sprinkler service. Provide water meter and approved double check valve for fire within 4'-0" of outside wall.
- b. Provide a 80 gallon, 130,000 Btu gas fired water heater at mechanical room.
- c. Provide packaged domestic water booster pump on skid with controller. Estimated size of 40gpm and 30psi boost. Provide commercial rated water softener.
- e. Provide 4" sanitary waste exit.
- f. Provide 4" kitchen waste exit with external, underground grease trap. Estimated size of 100gpm flow rate.
- g. Provide 8" storm exit. Provide secondary roof drain system. Overflow drains spaced 4'-0" from roof drains with connection to primary storm at stack.
- h. Provide 4" vent through roof terminals directly above toilet rooms and above kitchen area.
- i. Provide sanitary waste and vent system, cleanouts and plumbing fixture connections piped to flow by gravity to core main. Provide floor drains, trench drains and floor sinks as required to serve kitchen layout.
- j. Provide Hot water return loop with fractional horse power inline circulating pump.
- k. Provide hose bibbs at 75'-0" intervals at building exterior. Provide hose bibb at trash room.
- l. Provide insulation for hot, return and cold water piping. Provide insulation on horizontal storm piping.

6. Materials:

- a. Plumbing Fixtures:
 - i. Kitchen equipment by Peach's and Kitchen consultant.
 - ii. White vitreous china, wall mounted ADA toilet with sensor flushometer
 - iii. White vitreous china, wall mounted ADA urinal with sensor flushometer.
 - iv. White vitreous china, wall mounted ADA lavatory with sensor faucet
 - v. Terrazzo floor mounted service mop basin. Wall mounted hose ended faucet with pail hook, brace, and elevated vacuum breaker.
 - vi. Light duty cast iron floor drain with nickel bronze strainer.
- b. All fixtures shall have local stops.
- c. Insulation: Fiberglass with all-service jacket.

2) Fire Protection

1. Provide new sprinkler system from combined service entrance backflow device. Provide mains, branches, hangers and concealed pendent heads.
2. Provide Fire Sprinkler Pump, pressure maintenance pump and controllers. Estimated size of 500gpm and 25psi boost.
3. Provide single sprinkler zone.
4. Provide main drain back to open site drain in mechanical room.
5. Design system per City of Chicago Code, Department requirements and NFPA.
6. Hazard classifications for each space/room per NFPA and City Code.
7. Provide fire extinguishers at each 75' of occupied space.

D. Electrical

1. Proposed Scope of Work

1) Codes and Standards:

1. Electrical systems shall conform to applicable building codes and regulations including the Chicago Electric Code and OSHA. Systems shall be designed and constructed to meet standards of ANSI, ASTM, AEIC, CBM, ETL, IESNA, IPCEA, NEMA, NFPA, NEA, and UL.

2) Electrical Power Distribution System:

1. Main service distribution panelboard (MDP) shall be provided with utility company standard metering CT sections. Power distribution shall be achieved via receptacles panelboard, kitchen equipment panelboard and lighting panelboard.
2. Complete conduit system and Chicago plenum rated equipment must be provided for air plenum space if applicable.
3. Emergency power for code required EM lighting shall be provided by Chicago approved battery packs.
4. Refer to Peach's prototype design drawings and specifications for standard power and data outlet locations.
5. Refer to Food service consultant's drawings and Peach's prototype design drawings for kitchen equipment power connections. All of power equipment shall be equipped with local disconnect switches per Chicago Electrical Code.
6. Kitchen area and toilets shall be equipped with GFCI protected outlets to meet the code requirements.

3) Lighting System:

1. Energy efficient LED light fixtures shall be provided to meet the requirement of IES (Illuminating Engineering Society) standards for the light level and Illinois Energy Conservation Code (IECC) for power consumption.
2. Refer to Peach's prototype design drawings and guide specifications for Peach's standard light fixture requirement.
3. Emergency lighting and exit signs shall be equipped with Chicago approved battery packs to meet the code requirement.

PERMITS / APPROVALS

Department of Buildings

Chicago Department of Water
ManagementChicago Department of
TransportationIllinois Department of
Transportation – Driveway and
Stormwater permitsIEPA – Notice of Intent,
NPDESDepartment of Planning and
Development**4) Lighting Control System:**

1. Provide local control switches (master station) near the POS location to control dining hall, kitchen and corridors.
2. Individual office, storage and support area will be equipped with occupancy sensor with manual ON and automatic OFF function.

5) Fire Alarm System

1. Fire Alarm will be of the addressable type, including activation devices such as smoke detectors, duct detectors, manual pull station, etc., and audio visual alarming devices.
2. New fire alarm devices shall be connected to main fire alarm control panel.
3. Fire suppression system for commercial grade kitchen shall be connected to main fire alarm control panel for monitoring.
4. A complete fire alarm system will be in accordance with the City of Chicago Building Code, National Fire Protection Association and the requirements of the Bureau of Fire Prevention and the Americans with Disabilities Act, whichever is more stringent. All fire alarm system wiring shall be installed in its own conduit system.
5. A non-coded, zoned, supervised, addressable fire alarm system with the following features will be provided:
 - a. Audio/Visual devices shall be connected to base building Main fire alarm control panel.
 - b. Photoelectric type smoke detectors will be provided at the following locations:
 - i. Electrical and IT rooms.
 - ii. Mechanical rooms
 - iii. Storage areas
 - c. Duct smoke detectors will be provided on all supply and return fan ducts greater than 2,000 CFM. Separate duct detector control panel and annunciator panel per Fire Protection Bureau will be provided.
 - d. Visual devices will be located in spaces occupied by tenants. Audible devices will be located so device delivers sound levels that are 15 dB over ambient noise levels in occupied areas to conform to Chicago Building Code.
 - e. Audio/Visual devices shall be provided to comply with ADA.

6) Security System including CCTV/Video Surveillance device

1. Conduit system will be provided for a security system.
2. Access control and security system will be provided per Peach's standards.
3. The system shall be consisting of card readers, CCTV cameras and DVR as a minimum.

7) Voice/Data communication System

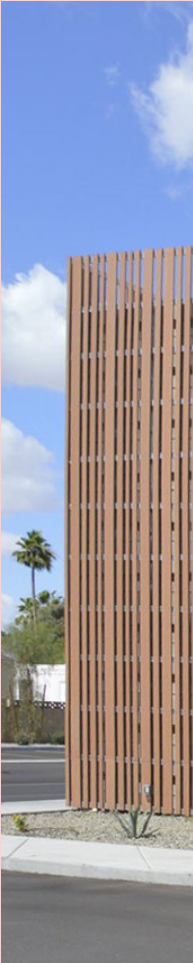
1. Horizontal and vertical raceway system will be provided for voice/data communication system.

4.02 | CULVER'S RESTAURANT

The Culver's restaurant is located on the far east edge of the site—with a building that encloses the shared outdoor dining area to the west and provides direct access for vehicles with its drive-through on the east. The franchise has committed to using this location to benefit the community by liaising with community organizations, hiring locally and showcasing Chicago artists within its walls. Like its neighbor, Culver's has also committed to maintaining the outdoor dining area.

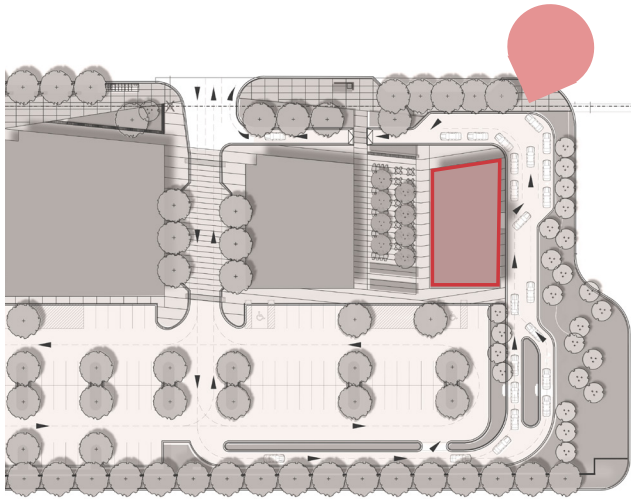
PROGRAM GOALS

- Provide diverse dining options for the neighborhood with indoor dining, pickup, and drive thru options.
- Create an opportunity to showcase a black owned restaurant.
- Build collaborative culinary program opportunities for youth and young adults.
- Incorporate feedback from community engagement process into design decisions.
- Elevate standard corporate design prototypes to adhere to Design Excellence principles.





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*Example of unique Culver's design styles
and range of design opportunities
available for unique urban sites.*



EXTERIOR VIEW

What was described as most important to Culver's was the branding of Culver's blue and the high placement of signage. Locating Culver's Restaurant at the optimal corner of Chicago Avenue and the newly routed Kolin Avenue, vehicles heading west can't miss this stop. The form of the building draws passersby into the Dining Plaza and signals to the activity from the drive-through to the public right of way. The Chicago-based franchise locations of Culver's consistently carry themes of partnering with local Chicago artists.

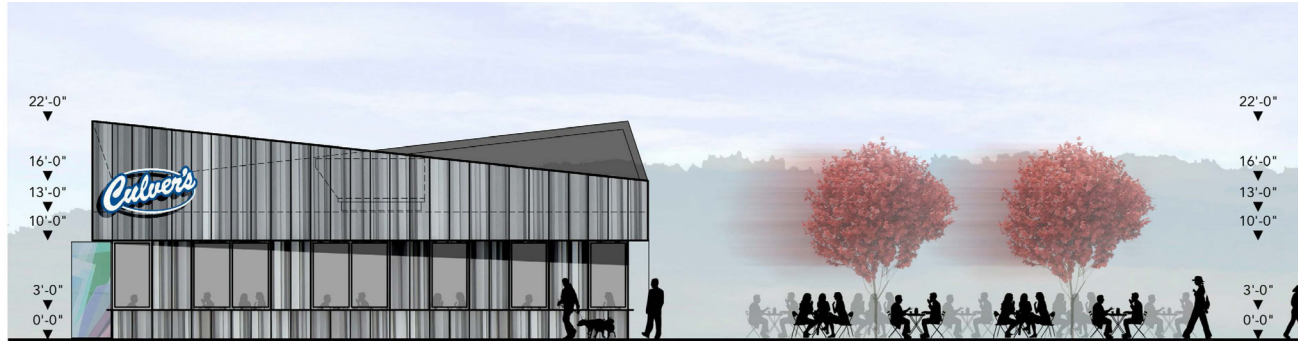
Taking the rooftop mechanical equipment into consideration, the building facade angles taller giving the building a heavier mass that covers the equipment from view and angles back down to a pedestrian-scaled size toward the Dining Plaza. The overhang replaces the Culver's typical fabric awnings. The window setback allows for various material explorations to vary the walking experience along the front of the restaurant.







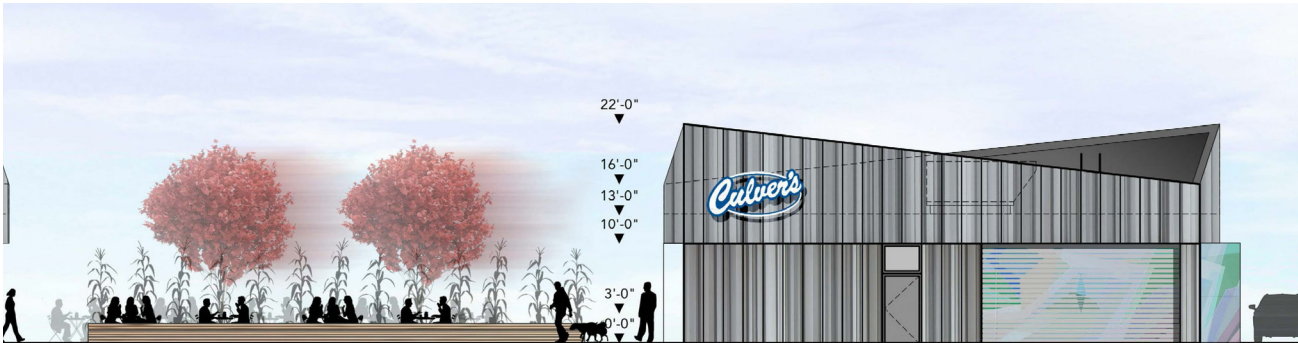
Rendered elevation of material option 3: the east facade along the drive-through



Rendered elevation of material option 3: the north facade along Chicago Avenue

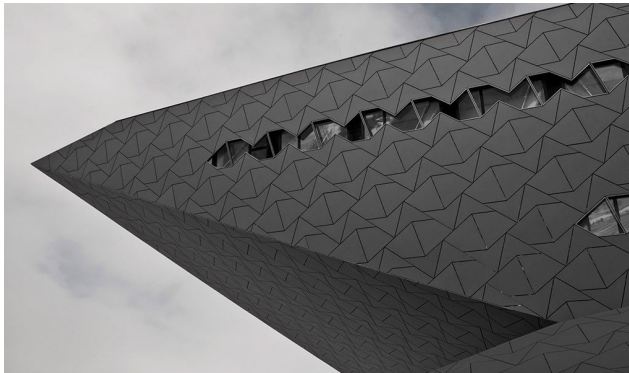


Rendered elevation of material option 3: the west facade along the Dining Plaza



Rendered elevation of material option 3: the south facade along the parking lot

FACADE



OPTION 1

Precast fiber cement panel rainscreen system. Suggested manufacturer: Equitone [tectiva] product is fire-safe, water-resistant, and chemical-resistant. Panels are 8mm thick and come in 2500x1220 mm and 3050x1220 mm sizes, weighing about 14.9 km/m².



OPTION 2

Mass wood panels paired with wood slats. Suggested manufacturer: Prodema Prodex, a natural wood product that uses a highly resistant outer film that is anti-graffiti and non-stick, reducing the build-up of dust and dirt.

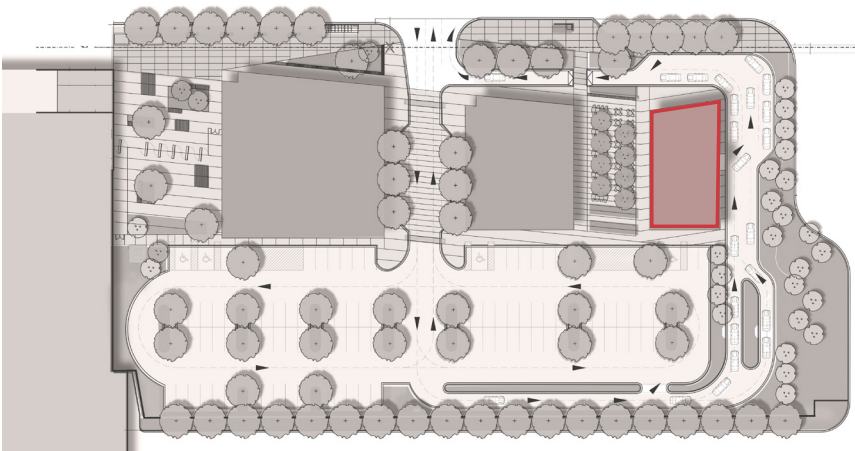


OPTION 3

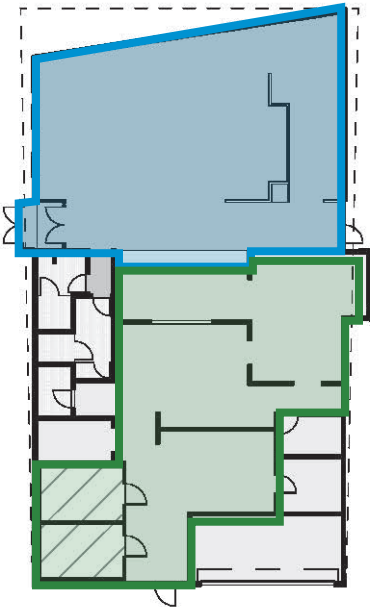
Metal panels incorporating various design possibilities using finish and texture. Suggested manufacturer: TRESPA Meteon, a decorative high-pressure compact laminate (HPL) made up of 70% natural fibers and thermosetting resins.



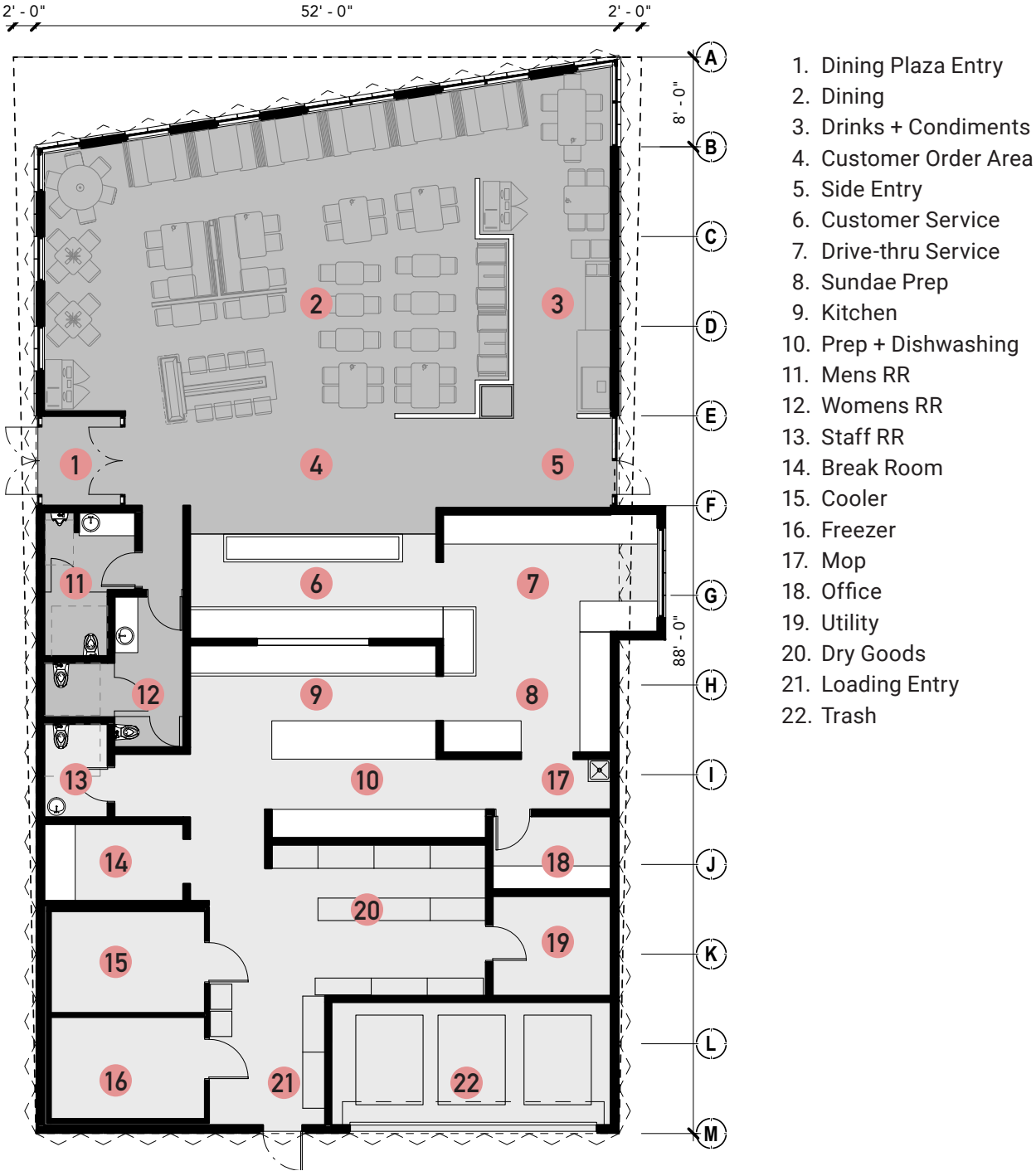
AREA CALCULATIONS



As a franchise with prototypical layouts that have been tried and true across the nation, the interior programming needs for Culver's did not stray far. Unique traits to the Chicago Avenue site required the trash enclosure to be housed within the building envelope. This altered the locations of the drive-thru window and staff room placements. However, typical adjacencies and general square footage sizing remained as closely to prototypical layouts as possible.

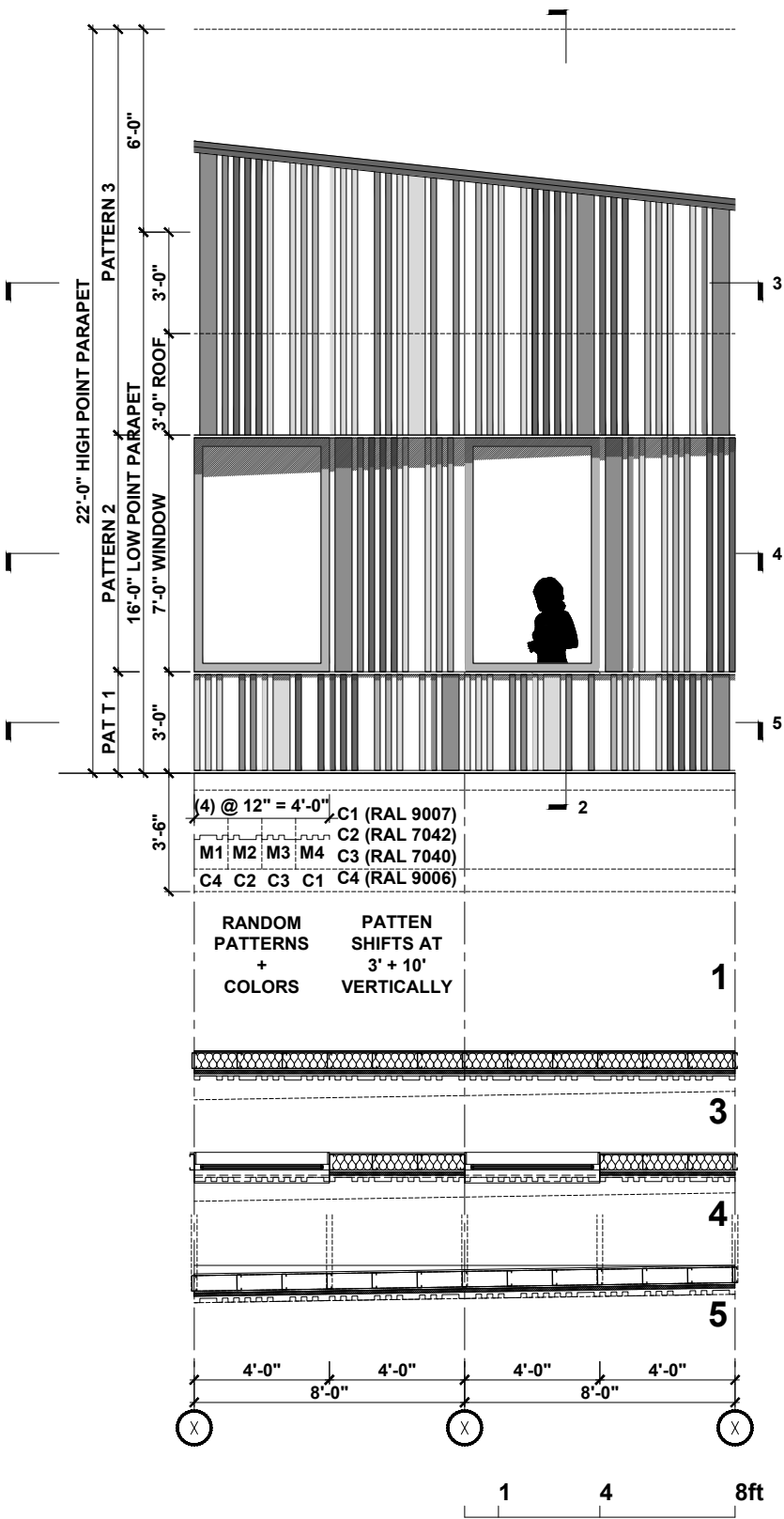


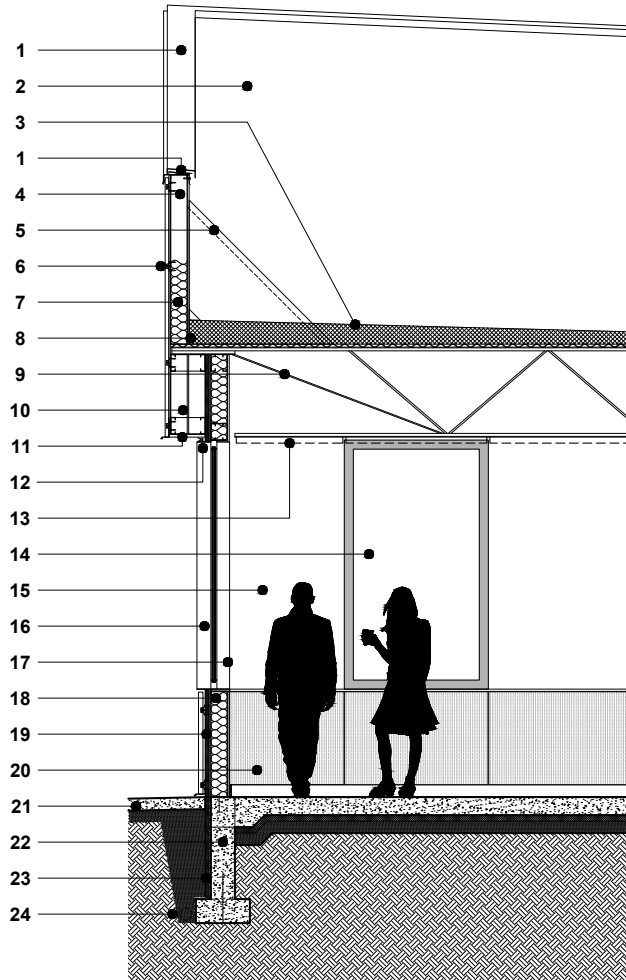
	ROOM NAME	GROSS SF	DPD PROGRAM
DINING	DINING / VEST.	1,336	4,300
	CUSTOMER ORDER	407	
	DRINKS AND CONDIMENTS	130	
KITCHEN	STORAGE	448	
	DRIVE-THRU SERVICE	216	
	KITCHEN	553	
	SUNDAE PREP	175	
	CUSTOMER SERVICE	266	
	REF / FREEZER	266	
BUILDING	OFFICE / STAFF	178	
	RESTROOMS	286	
	MECH	108	
	TRASH	294	
	MOP	20	
TOTAL AREA		4,683	4,300



Culver's programmatic floor plan. Refer to Landscape for dining plaza information.

RESTAURANT FACADE SYSTEM





2

- 1 PARAPET FLASHING W/ HPC (RAL 9007)
- 2 WHITE EPDM ROOFING @ PARAPET
- 3 WHITE EPDM ROOFING @ TAPERED INSULATED ROOF
- 4 COLD ROLLED STEEL UN-INSULATED PARAPET
- 5 COLD ROLLED STEEL PARAPET BRACING
- 6 CONCEALED RAIN-SCREEN PANEL CLIP
- 7 COLD ROLLED STEEL INSULATED PARAPET
- 8 PAINTED CORRUGATED STEEL ROOF STRUCTURE (RAL 7043)
- 9 PAINTED STEEL TRUSS, DUCTWORK, SPRINKLERS (RAL 7043)
- 10 UN-INSULATED CANTILEVERED CANOPY WALL
- 11 PAINTED SOFFIT | CULVER'S (RAL 5015), PEACHES, (RAL 8023)
- 12 CONTINUOUS LINEAR LED SOFFIT WASHING FIXTURE
- 13 PAINTED 4X4 FLATTENED EXPANDED METAL CEILING PANELS CULVER'S (RAL 5015), PEACHES, (RAL 9004)
- 14 1" INSULATED FIXED GLAZING WITH LOW E COATING (VE27-2M)
- 15 PAINTED DRYWALL (RAL9010)
- 16 WINDOW FLASHING (RAL9006)
- 17 PAINTED DRYWALL WINDOW RETURN (RAL 9010)
- 18 1-HR INSULATED COLD ROLLED STEEL SHEAR WALL
- 19 CONTINUOUS STRUCTURAL INSULATION
- 20 SEALED ENGINEERED MAPLE WAINSCOTING W/ SOLID WINDOW SILL
- 21 SEALED STAINED CONCRETE PLAZA / SIDEWALK
- 22 FOUNDATION WALL W/ INSULATED SLAB ON GRADE
- 23 DRAINAGE MAT W/ CONTINUOUS INSULATION
- 24 DRAINAGE TILE



The proposed interior material palette follows closely to the Culver's branding requirements using surprising gestures and materials.

INTERIOR VIEW

Walking in from Chicago Avenue, the visitor's eyes are drawn immediately to the views through the restaurant out to the other side. Windows along the three walls of the front dining space pulls light all the way through to the kitchen. The service counter hums with activity on the right, inviting people to step forth and order their lunch. The drive-through lanes appear full through the glass.

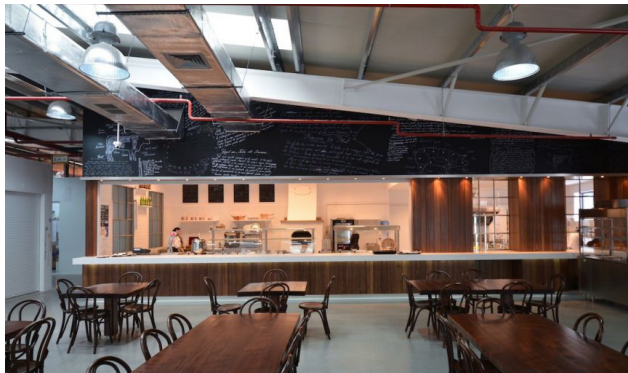
The design-build team will continue to develop the interior design. the proposed interior space uses Culver's brand colors to highlight the interior soffits and the underside of the exterior soffit is visible through the punched windows. The metal ceiling panels become a subtle tint rather than an overwhelming solid color. The soft wood tones compliment the otherwise quiet materials and highlight the dining area in a 3 ft high band that wraps around the interior space.

PROGRAM CONCEPTS



SHOWCASING LOCAL ARTISTS

The Bronzeville location of Culver's has prided itself on its partnership with local artists. The interior of the Chicago Avenue location would find opportunities for art from local artists to be featured within the dining area for a touch of local flavor.



PARTNERSHIP WITH COMMUNITY ORGANIZATIONS

Culver's intends to do outreach with local community organizations and support existing neighborhood initiatives through various means such as catering support, and other in-kind donations.



LOCAL JOBS

Culver's intends to specifically hire its employees from the neighborhood. Keeping jobs local ensure that the restaurant is a staple destination while redirecting investment into the immediate surrounding community.

OPERATIONAL PROFILE

Culver's typical operating hours run 10 am to 10 pm on a usual basis. Due to the nature of the Joint Public Safety Training Campus, the Chicago Avenue location may potentially run 24 hours a day, 7 days a week to accommodate users working within the Academy building past typical business hours.

Through the COVID-19 pandemic, the revenue generated through the drive-thru is making up 80-90% of revenue at the Bronzeville location. This spike in drive-through revenue is expected to drop a bit, but stay higher than pre-pandemic numbers, even after places fully open back up.



LANDLORD HANDOVER TO TENANT

The City of Chicago maintains property ownership of the land and building as "The Landlord" and shall provide a code compliant building that confirms with the definition of core and shell as defined in the lease agreement. Per this agreement, the term "core and shell" means a structure with bare stud walls and unfinished floors. Once the City's scope of work is complete, Culver's and their architecture and design team will build out the restaurant to be their unique space. Culver's as "The Tenant" shall operate and maintain the premises throughout the terms of agreement. The outdoor landscaping and furnishings will be handled by Culver's.



STRUCTURAL

Description of Restaurants' Structural System

The proposed buildings are both one-story structures. The roof structure of both restaurants will be framed with open web steel joists along with select structural steel framing members to frame out various wall openings and support the roof cantilevers at the front of the structures. The smaller, chain restaurant has a maximum roof span of 52' with 2' maximum roof extensions and will utilize 30" deep joists at 24" OC. The larger, local restaurant is framed with two separate 24" deep joists at 24" OC, each spanning 40' with 2' maximum roof extensions, with a central steel bearing line. Both structures have perimeter walls framed with cold-formed steel which will act as both as bearing walls as well as shear walls. The roof deck for both structures will be 1".

The restaurants first floor will be constructed with a 6" normal weight concrete slab-on-grade reinforced with welded wire fabric. The slab will be poured over a vapor barrier and compacted gravel. There will be a continuous strip footing and foundation wall around the perimeter of the structure extending 42" below grade. Individual steel columns will be supported on concrete cast-in-place concrete spread footings. Based on the geotechnical investigation report for the JPSTC specific buildings, it is anticipated that over-excavation of existing soils, and replacement with compacted gravel, will be required to get to a good bearing stratum of 3,000psf.

Design Criteria

2019 Chicago Building Code with May 2020 Supplement

Minimum Design Loads for Buildings and Other Structures – ASCE 7-2016, American Society of Civil Engineers

Steel Construction Manual 15th Edition, American Institute of Steel Construction

Building Code Requirements for Structural Concrete – ACI 318-19, American Concrete Institute

National Design Specification (NDS) for Wood Construction 2018, American Wood Council

Building Code Requirements and Specifications for Masonry Structures, TMS 402/602-16, The Masonry Society

Building Design Loads**Live Loads**

Assembly Areas	100 psf
Bleachers	100 psf
Dining Rooms and Kitchens	100 psf
Light Storage	125 psf
Mechanical Rooms	125 psf
Roof	20 psf

Atmospheric

Snow Loads (indicated loads may be able

Ground Snow Load	25 psf
Uniform	As Calculated
Drift	As Calculated

Wind Loads

Basic Design Wind Speed	107 mph (Risk Category II)
MWFRS	As Calculated
Components and Cladding	As Calculated

Dead Loads**Restaurants**

Roof	
Waterproofing Membrane	2 psf
Insulation	3 psf
Metal Deck	2 psf
Open Web Steel Joists	5 psf
MEP	5 psf
Ceiling	3 psf
RTU Equipment	As Calculated

Estimated Soil Parameters (indicated values are
based on soils report for larger complex)

Net Allowable Soil Bearing Pressure	3,000 psf
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MEP

Culver's Restaurant | MEP System Design Narrative | JPSTC Phase 1A Study

A. Current Project Understanding

The project is a new construction of approximately 5,500 square foot of restaurant building as a part of Joint Public Safety Training Campus Chicago (JPSTC) development program. The building will be served for Culver which is a commercial franchise burger restaurant business. The majority of space will be utilized for kitchen, dining hall, toilets and support areas.

B. Mechanical

1. Proposed Scope of Work

1) Quality Assurance:

1. Codes: HVAC systems comply with all applicable building codes and regulations including:
 - a. City of Chicago Building Code
 - b. Chicago Energy Conservation Code

2. Standards: References for HVAC design will include the following:

- a. ASHRAE Handbooks and Standards.
- b. SMACNA Standards.
- c. American National Standards Institute (ANSI).
- d. American Society of Mechanical Engineers (ASME).
- e. American Society for Testing Materials (ASTM).

3. Heating and Cooling Load Calculations will utilize Carrier HAP or Trane CDS computer programs.

2) Design Criteria:

1. Heating-ventilating and air conditioning systems will be designed to operate through the normal change of seasons and maintain conditions. Systems will be designed to maintain inside conditions with all windows and doors closed.
2. Outdoor design conditions are based on American Society of Heating, Ventilating and Air Conditioning Engineers (ASHRAE) criteria. Criteria listed for the Chicago O'Hare Airport weather station is used.
 - a. Cooling system outdoor design temperatures are ASHRAE 0.4 percent criteria. In a normal summer, approximately 35 hours would be above the design values.
 - b. Heating system outdoor design temperatures are ASHRAE 99.6 percent design criteria. In a normal winter, approximately 35 hours would be below the design values.
3. Summer outdoor design conditions:
 - a. Dry-bulb temperature: 95 deg F
 - b. Mean daily range: 19.6 deg F
 - c. Wet-bulb temperature: 75 deg F

4. Winter outdoor design conditions:

- a. Dry-bulb temperature: -10 deg F
- b. Wind speed: 15 mph

5. Indoor Design Conditions During Occupied Periods (For load calculations & equipment sizing):

	<u>Winter</u>		<u>Summer</u>	
<u>Conditioned Area</u>	<u>deg F</u>	<u>RH%</u>	<u>deg F</u>	<u>RH%</u>
All Occupied Areas	70	35	78	50

6. Indoor Design Conditions During Occupied Periods (For control setpoints and operation):

	<u>Winter</u>		<u>Summer</u>	
<u>Conditioned Area</u>	<u>deg F</u>	<u>RH%</u>	<u>deg F</u>	<u>RH%</u>
All Occupied Areas	70	35	74	50

7. Outside air for ventilation shall be based on governing codes and required exhaust systems.

3) Systems:

1. All mechanical systems shall perform better than the current version of ASHRAE 90.1.
2. Nominal sizes of equipment and loads listed herein are intended to clarify scope. Final equipment sizes and quantities may be different and are dependent on final design calculations. The following systems shall be included:
 - a. Provide 1/6 HP downblast toilet exhaust fan to relieve code required exhaust.
 - b. Provide 5 kW cabinet unit heaters with integral thermostats in entry vestibules.
 - c. Provide upblast exhaust fans as required to relieve exhaust from kitchen hoods. Refer to Culver's kitchen equipment drawings.
 - d. Provide nominal 10-ton packaged gas/DX rooftop air handling unit with heating input capacity of 150 MBH for dining room. Provide enthalpy economizer. Fan shall run continuously while space is occupied. Interlock to shut down unit when Ansul system is activated or any duct detector is activated.
 - e. Provide nominal 20-ton packaged gas/DX makeup air handling unit with heating input capacity of 480 MBH for kitchen. Fan shall run continuously while space is occupied. Interlock to shut down unit when Ansul system is activated or any duct detector is activated.
3. Lay-in ceiling supply diffusers shall be Titus Omni or equal, Titus ML or equal slot diffusers, Titus 300RL sidewall diffusers or equal, lay-in return and exhaust registers shall be Titus PAR or equal. All diffusers, registers and grilles shall be aluminum in wet locations.
4. Automatic Temperature Controls: Provide standalone thermostats for control of rooftop units. Provide all interlocks for fire suppression and alarm systems.

4) Products:

1. Supply and return ductwork for heating, ventilating and air conditioning will be galvanized sheet

metal, all transverse and longitudinal seams will be sealed.

2. General toilet exhaust ductwork shall be galvanized steel.
3. All supply ductwork shall be externally insulated with 1" FSK mineral fiber board or blanket,
4. All ductwork within 10 feet of exterior openings shall be internally lined with 1 inch, 3 pound density anti-microbial coated mineral fiber board and edges capped to minimize erosion.

C. Plumbing/Fire Protection

1. Proposed Scope of Work

1) Plumbing

1. Codes and Standards:

- a. State of Illinois Plumbing Code
- b. City of Chicago Plumbing Code
- c. Culver Franchising System, LLC
- d. American National Standards Institute (ANSI)
- e. American Society of Mechanical Engineers (ASME)
- f. American Society for Testing and Materials (ASTM)
- g. American Water Works Association (AWWA)
- h. Underwriter's Laboratories (UL)

2. Design Criteria - Water Systems:

- a. Operating pressure: 30 psi minimum, 80 psi maximum.
- b. Average pressure loss due to friction: 2 psi per 100 linear feet.
- c. Maximum Velocity - Galvanized Steel Pipe
 - i. Cold water mains: 8 feet per second
 - ii. Hot water mains: 6 feet per second
 - iii. Risers and Branches - 6 feet per second
- d. Maximum Velocity - Copper:
 - i. Mains, risers and branches - 6 feet per second.
- e. Water flow quantities based on the fixture unit sizing method described in the local plumbing code.
- f. Backflow prevention devices provided in accordance with the local plumbing code.

3. Design Criteria - Sewer and Drain Systems:

- a. Floor drains shall be provided as required by local Code.
- b. Sewer or drain piping will slope at a rate of 1/8 inch per foot or at a rate to produce a minimum cleansing velocity of 2 feet per second.
- c. Vent piping shall drain back to a sewer or drain pipe.

4. Design Criteria - Plumbing Fixtures:

- a. Plumbing fixtures must meet Culver's standards.
- b. Lavatory fixtures shall have water conserving 0.5 gpm faucets.
- c. Toilet Flushometers shall be 1.28 gpm maximum.

- d. Urinal Flushometers shall be 1/8gpf maximum.
- e. Kitchen fixtures shall have water conserving 1.5 gpm faucets.
- f. Fixtures shall have thermostatic mixing valves.
- g. Exposed piping below sinks shall have ADA compliant pipe covering guards.
- h. Provide fixtures for the physically disabled in compliance with the Illinois Accessibility Code and/or the Americans with Disabilities Act.

5. System Descriptions:

- a. Provide a 6" combined service. 1-1/2" domestic cold water and 4" fire sprinkler service. Provide water meter and approved double check valve for fire within 4'-0" of outside wall.
- b. Provide a 80 gallon, 130,000 Btu gas fired water heater at mechanical room.
- c. Provide packaged domestic water booster pump on skid with controller. Estimated size of 40gpm and 30psi boost.
- d. Provide commercial rated water softener. 1" inlet/outlet. Soften all hot water.
- e. Provide 4" sanitary waste exit.
- f. Provide 4" kitchen waste exit with external, underground grease trap. Estimated size of 100gpm flow rate.
- g. Provide 8" storm exit. Provide secondary roof drain system. Overflow drains spaced 4'-0" from roof drains with connection to primary storm at stack.
- h. Provide 4" vent through roof terminals directly above toilet rooms and above kitchen area.
- i. Provide sanitary waste and vent system, cleanouts and plumbing fixture connections piped to flow by gravity to core main. Provide floor drains, trench drains and floor sinks as required to serve kitchen layout.
- j. Provide Hot water return loop with fractional horse power inline circulating pump.
- k. Provide hose bibbs at 75'-0" intervals at building exterior. Provide hose bibb at trash room.
- l. Provide insulation for hot, return and cold water piping. Provide insulation on horizontal storm piping.

6. Materials:

- a. Plumbing Fixtures:
 - i. Kitchen equipment by Culvers and Kitchen consultant.
 - ii. White vitreous china, wall mounted ADA toilet with sensor flushometer.
 - iii. White vitreous china, wall mounted ADA urinal with sensor flushometer.
 - iv. White vitreous china, wall mounted ADA lavatory with sensor faucet
 - v. Terrazzo floor mounted service mop basin. Wall mounted hose ended faucet with pail hook, brace, and elevated vacuum breaker.
 - vi. Light duty cast iron floor drain with nickel bronze strainer.
- b. All fixtures shall have local stops.
- c. Insulation: Fiberglass with all-service jacket.

2) Fire Protection

- 1. Provide new sprinkler system from combined service entrance backflow device. Provide mains,

branches, hangers and concealed pendent heads.

2. Provide Fire Sprinkler Pump, pressure maintenance pump and controllers. Estimated size of 500gpm and 25psi boost.
3. Provide single sprinkler zone.
4. Provide main drain back to open site drain in mechanical room.
5. Design system per City of Chicago Code, Department requirements and NFPA.
6. Hazard classifications for each space/room per NFPA and City Code.
7. Provide fire extinguishers at each 75' of occupied space.

D. Electrical

1. Proposed Scope of Work

1) Codes and Standards:

1. Electrical systems shall conform to applicable building codes and regulations including the Chicago Electric Code and OSHA. Systems shall be designed and constructed to meet standards of ANSI, ASTM, AEIC, CBM, ETL, IESNA, IPCEA, NEMA, NFPA, NEA, and UL.

2) Electrical Power Distribution System:

1. Main service distribution panelboard (MDP) shall be provided with utility company standard metering CT sections. Power distribution shall be achieved via receptacles panelboard, kitchen equipment panelboard and lighting panelboard.
2. Complete conduit system and Chicago plenum rated equipment must be provided for air plenum space if applicable.
3. Emergency power for code required EM lighting shall be provided by Chicago approved battery packs.
4. Refer to Culver prototype design drawings and specifications for standard power and data outlet locations.
5. Refer to Food service consultant's drawings and Culver prototype design drawings for kitchen equipment power connections. All of power equipment shall be equipped with local disconnect switches per Chicago Electrical Code.
6. Kitchen area and toilets shall be equipped with GFCI protected outlets to meet the code requirements.

3) Lighting System:

1. Energy efficient LED light fixtures shall be provided to meet the requirement of IES (Illuminating Engineering Society) standards for the light level and Illinois Energy Conservation Code (IECC) for power consumption.
2. Refer to Culver prototype design drawings and guide specifications for Culver standard light fixture requirement.
3. Emergency lighting and exit signs shall be equipped with Chicago approved battery packs to meet the code requirement.

4) Lighting Control System:

1. Provide local control switches (master station) near the POS location to control dining hall, kitchen

and corridors.

2. Individual office, storage and support area will be equipped with occupancy sensor with manual ON and automatic OFF function.

5) Fire Alarm System

1. Fire Alarm will be of the addressable type, including activation devices such as smoke detectors, duct detectors, manual pull station, etc., and audio visual alarming devices.
2. New fire alarm devices shall be connected to main fire alarm control panel.
3. Fire suppression system for commercial grade kitchen shall be connected to main fire alarm control panel for monitoring.
4. A complete fire alarm system will be in accordance with the City of Chicago Building Code, National Fire Protection Association and the requirements of the Bureau of Fire Prevention and the Americans with Disabilities Act, whichever is more stringent. All fire alarm system wiring shall be installed in its own conduit system.

5. A non-coded, zoned, supervised, addressable fire alarm system with the following features will be provided:

- a. Audio/Visual devices shall be connected to base building Main fire alarm control panel.
- b. Photoelectric type smoke detectors will be provided at the following locations:
 - i. Electrical and IT rooms.
 - ii. Mechanical rooms
 - iii. Storage areas

- c. Duct smoke detectors will be provided on all supply and return fan ducts greater than 2,000 CFM. Separate duct detector control panel and annunciator panel per Fire Protection Bureau will be provided.

- d. Visual devices will be located in spaces occupied by tenants. Audible devices will be located so device delivers sound levels that are 15 dB over ambient noise levels in occupied areas to conform to Chicago Building Code.

- e. Audio/Visual devices shall be provided to comply with ADA.

6) Security System including CCTV/Video Surveillance device

1. Conduit system will be provided for a security system.
2. Access control and security system will be provided per Culver standards.
3. The system shall be consisting of card readers, CCTV cameras and DVR as a minimum.

7) Voice/Data communication System

1. Horizontal and vertical raceway system will be provided for voice/data communication system.

PERMITS / APPROVALS

Department of Buildings

Chicago Department of Water Management

Chicago Department of Transportation

Office of Underground Coordination (Shallow Foundations)

Illinois Department of Transportation – Driveway and Stormwater permits

IEPA – Notice of Intent, NPDES
Department of Planning and Development

4.03 | BOYS + GIRLS CLUB

The Boys and Girls Club is an important focal point for community engagement and local resources within the Joint Public Safety Training Campus. Their Chicago Avenue location aims to provide safe facilities for local youth to engage in a broad offering of programs that promote leadership development, academic success and healthy lifestyles. The multi-story building will include indoor and outdoor recreation areas, a gymnasium, flexible programming spaces, game rooms and a kitchen. Its proximity to a variety of local schools make it an ideal addition to the site, serving the local community with much-needed activities and programs.

PROGRAM GOALS

- Build collaborative community program space and opportunities for youth and young adults.
- Incorporate feedback from community engagement process into design decisions.
- Elevate opportunities to showcase Design Excellence principles.



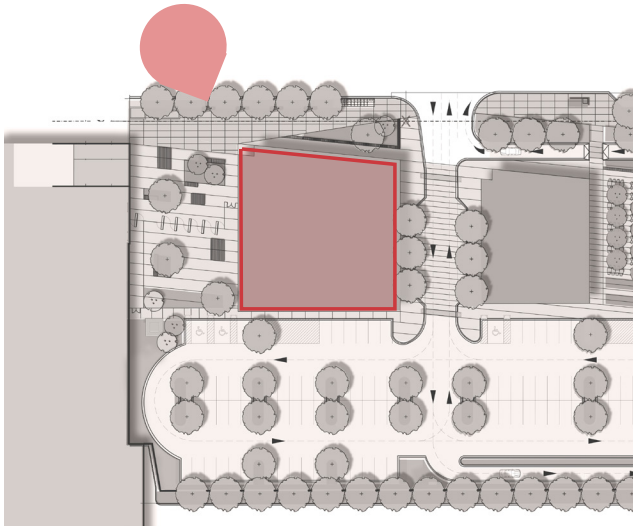


.....
*BGCC Teen Center in St. Louis -
An example of the range of
design opportunities available
for unique urban sites.*





The pedestrian street at the former Kostner Avenue acts as a gateway into the Joint Public Safety Training Campus. While open to all modes of travel, the design of the sidewalks, paving, and plantings slow traffic for a safe crossing environment. Located off to the right, the drop-off zone for youth attending the Boys + Girls Club leads directly into a welcoming entry decorated with signage and art.



EXTERIOR VIEWS

The community center building sits across the public plaza from the Academy. The public plaza acts as a front step to the building. Entries are located at either side of the building for student drop off. Using the angled facade, the two-story building helps step the site down from the three story Academy building down to the single-story buildings of the adjacent restaurants. The setback from the public sidewalk creates natural places to sit and rest along Chicago Avenue.

The metal fins act as a natural shade system, allows sunlight through to the interior programs while obscuring views from the sidewalk and creating interest for the pedestrian experience along the front of the building.

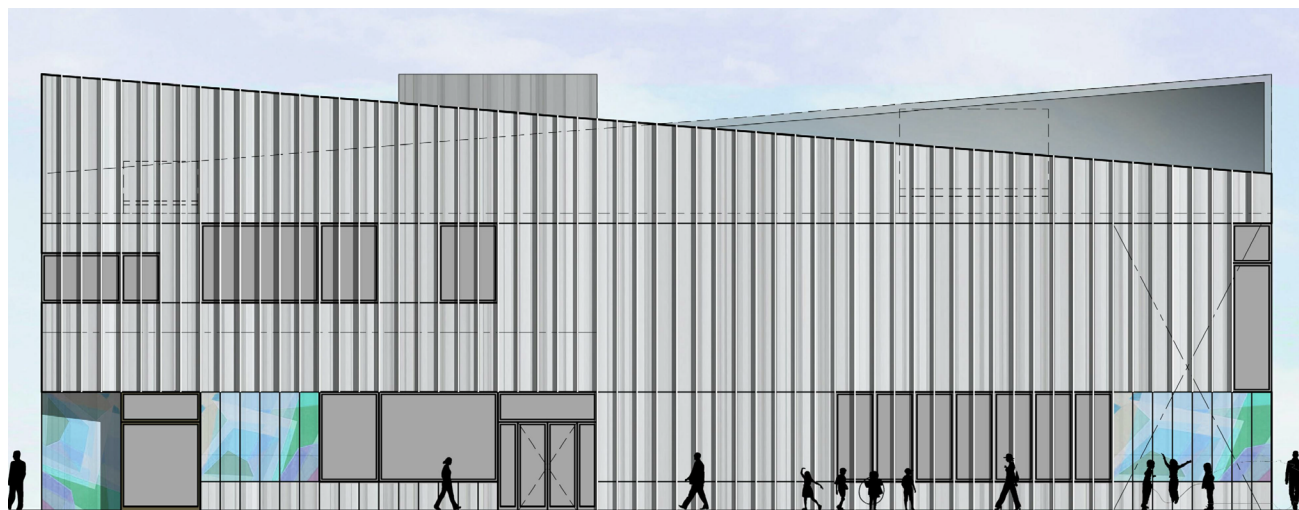




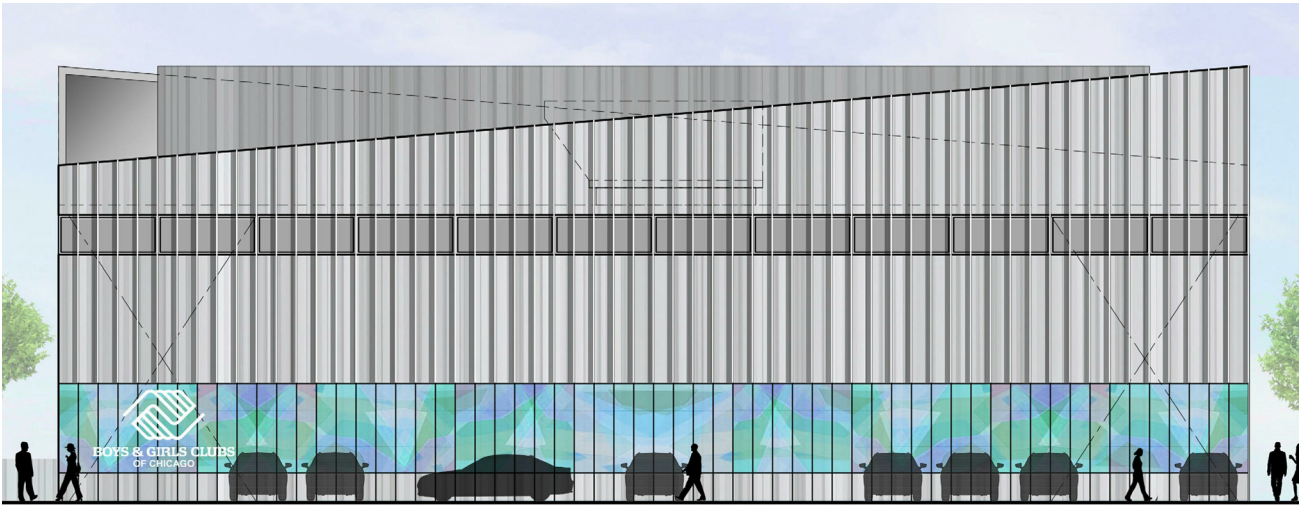
RENDERED ELEVATIONS



Material option 3: the north facade along Chicago Avenue



Material option 3: the west facade along the Public Plaza

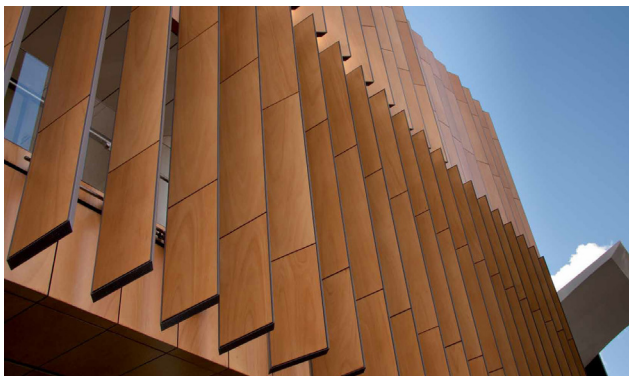


Material option 3: the south facade along the parking lot



Material option 3: the east facade along the pedestrian street

FACADE

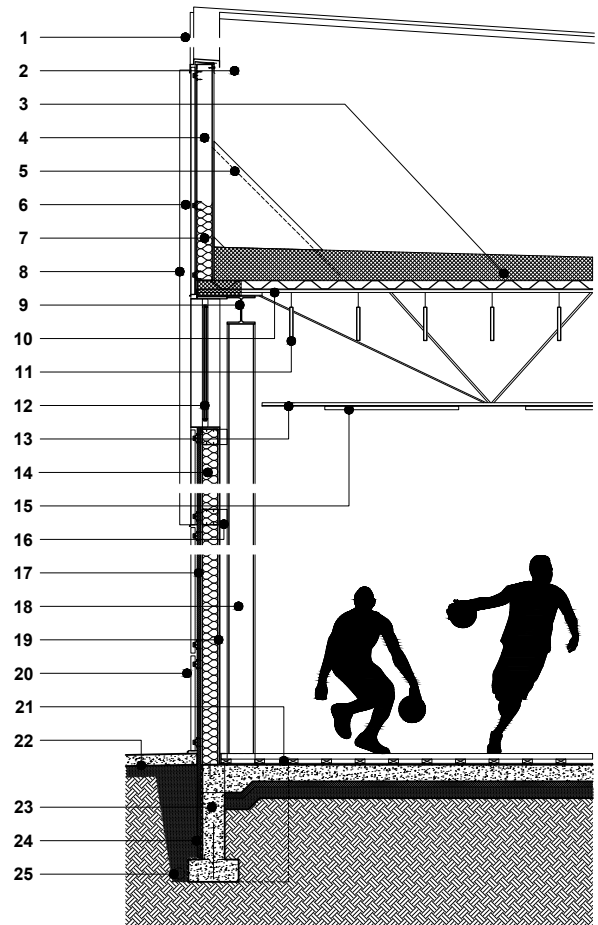


Option 1: Precast fiber cement panel rainscreen system
Suggested manufacturer: Equitone [tectiva] product is fire-safe, water-resistant, and chemical-resistant.

Option 2: Mass wood panels
Suggested manufacturer: Prodemex Prodex, a natural wood product that uses a highly resistant outer film that is anti-graffiti and non-stick.

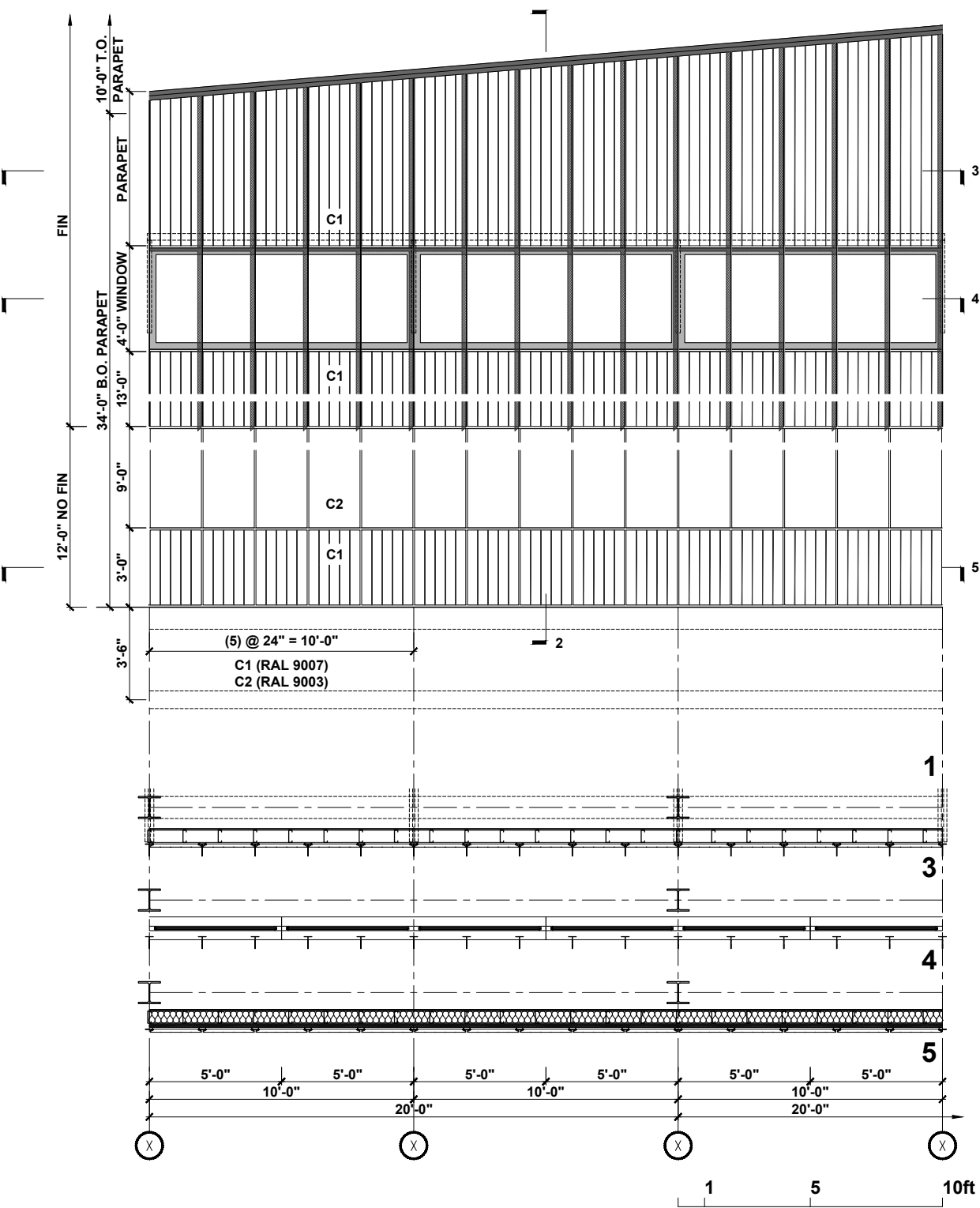
Option 3: Metal panels
Suggested manufacturer: TRESPA Meteon, a decorative high-pressure compact laminate (HPL) made up of 70% natural fibers and thermosetting resins.

FACADE SYSTEM



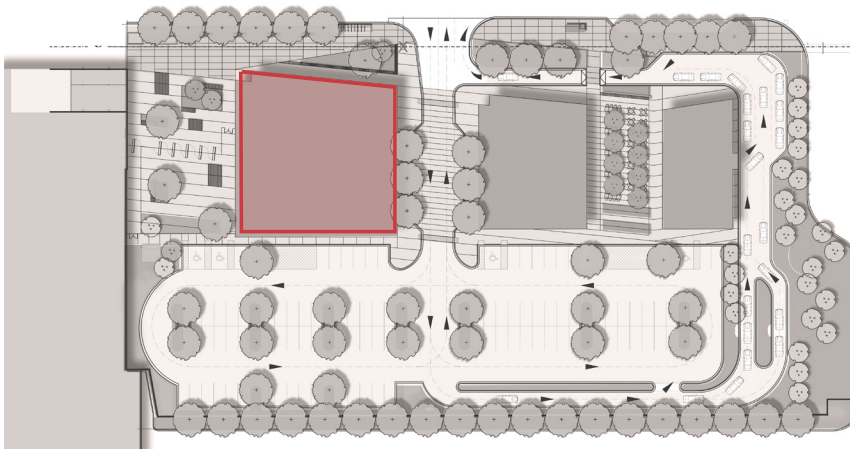
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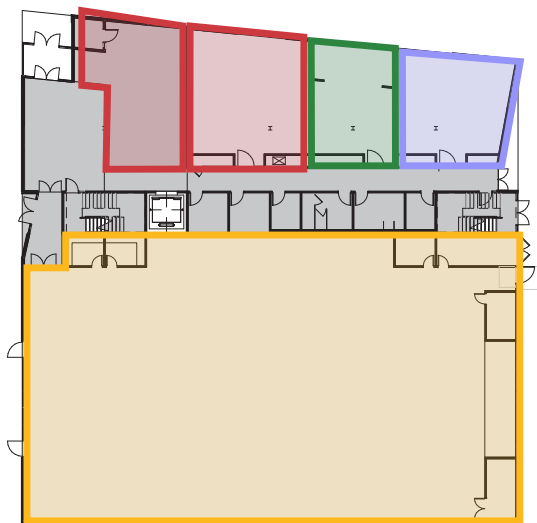
- 1 PARAPET FLASHING W/ HPC (RAL 9007)
- 2 WHITE EPDM ROOFING @ PARAPET
- 3 WHITE EPDM ROOFING @ TAPERED INSULATED ROOF
- 4 COLD ROLLED STEEL UN-INSULATED PARAPET
- 5 COLD ROLLED STEEL PARAPET BRACING
- 6 CONCEALED RAIN-SCREEN PANEL CLIP
- 7 COLD ROLLED STEEL INSULATED PARAPET
- 8 PAINTED ALUMINUM FIN (RAL 9007)
- 9 PAINTED STEEL BEAM (RAL 9003)
- 10 PAINTED CORRUGATED STEEL ROOF STRUCTURE (RAL 9003)
- 11 FELT ACOUSTIC BAFFLE
- 12 1" INSULATED FIXED GLAZING WITH LOW E COATING (VE27-2M)
- 13 PAINTED STEEL TRUSS, DUCTWORK, SPRINKLERS (RAL 9003)
- 14 1-HR INSULATED COLD ROLLED STEEL WALL
- 15 LINEAR LED LIGHTING @ B.O. STEEL TRUSS
- 16 PAINTED STEEL WALL BRACKET (RAL 9003)
- 17 CONTINUOUS STRUCTURAL INSULATION
- 18 PAINTED STEEL COLUMNS
- 19 RESILIENT WALL FINISH
- 20 PAINTED EMBOSSED METAL PANEL FACADE (RAL9007)
- 21 MAPLE HARDWOOD COURT GYM FLOORING
- 22 CONCRETE SIDEWALK
- 23 FOUNDATION WALL W/ INSULATED SLAB ON GRADE
- 24 DRAINAGE MAT W/ CONTINUOUS INSULATION
- 25 DRAINAGE TILE



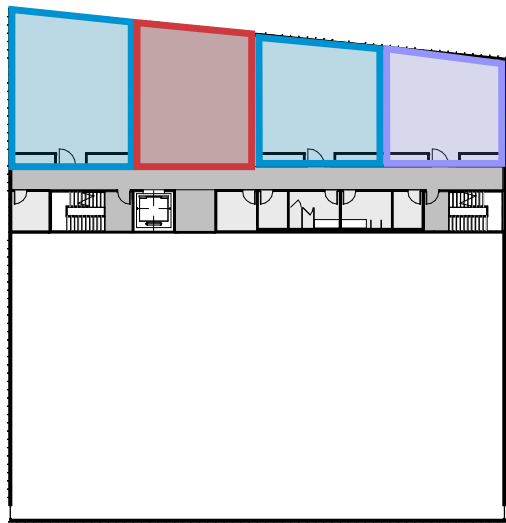
AREA CALCULATIONS

The programmatic and spatial requirements of the community center with a youth focus is based off of the Boys and Girls Club typical building layouts. Priority is given to multipurpose classroom-type spaces that allow for a rotation of various programs, some more specific and others more general such as self-study.

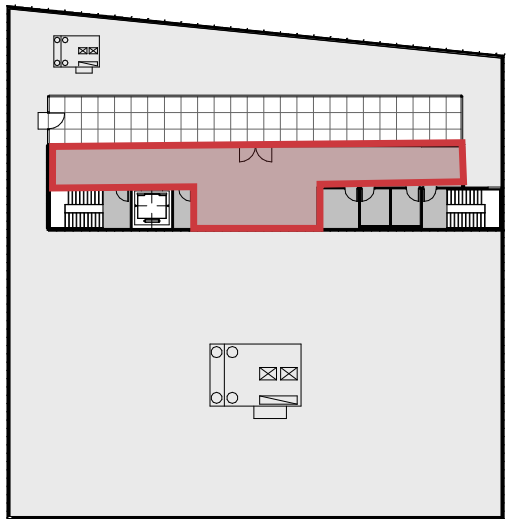




First floor gross sf: 13,704 sf



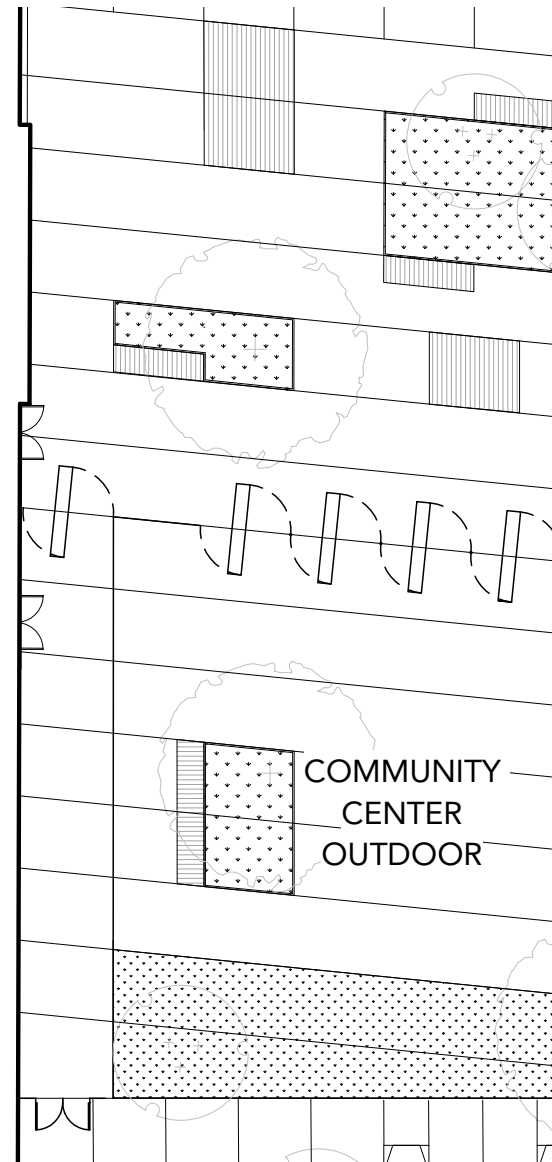
Second floor gross sf: 5,634 sf

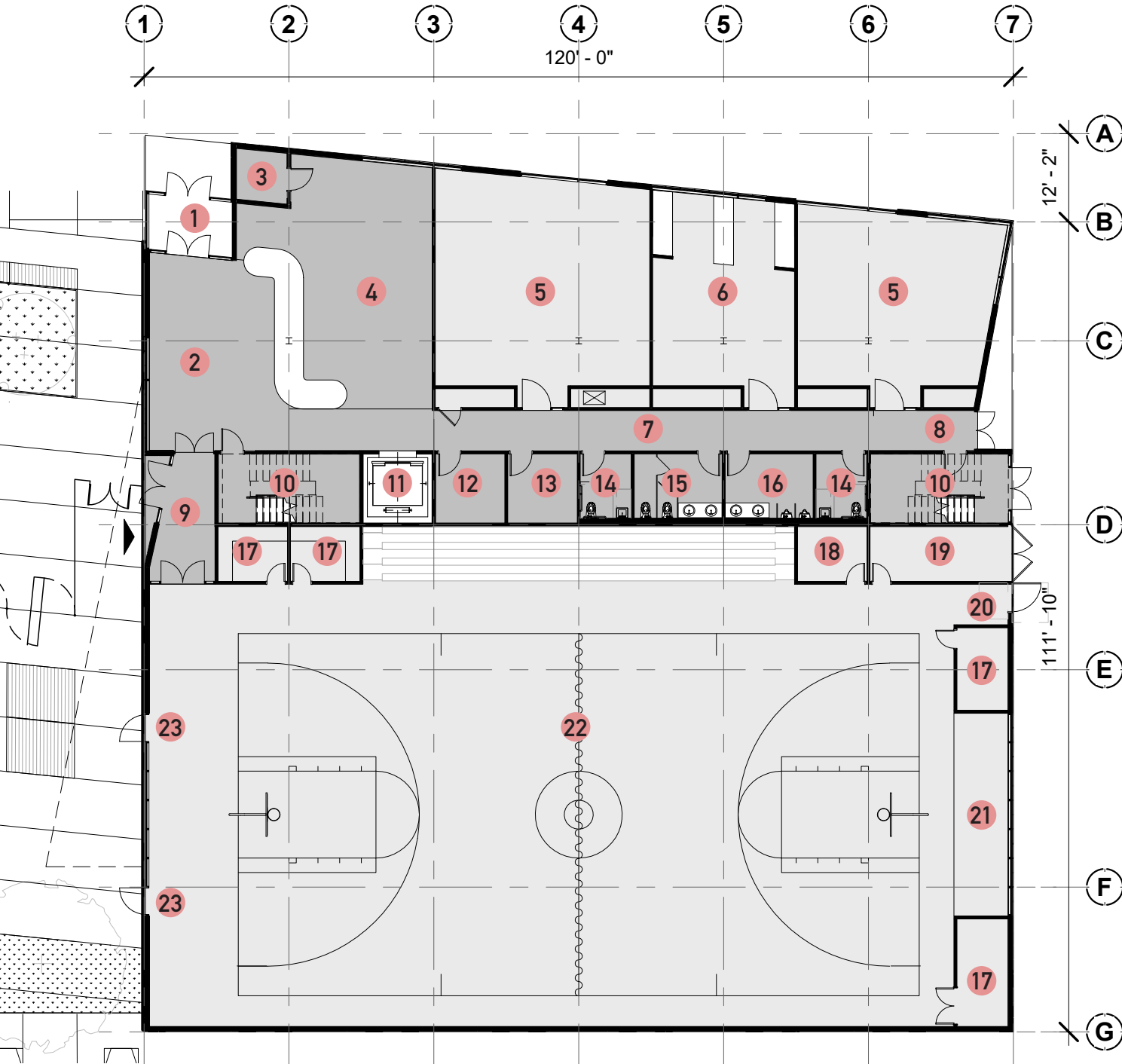


Third floor gross sf: 3,278 sf

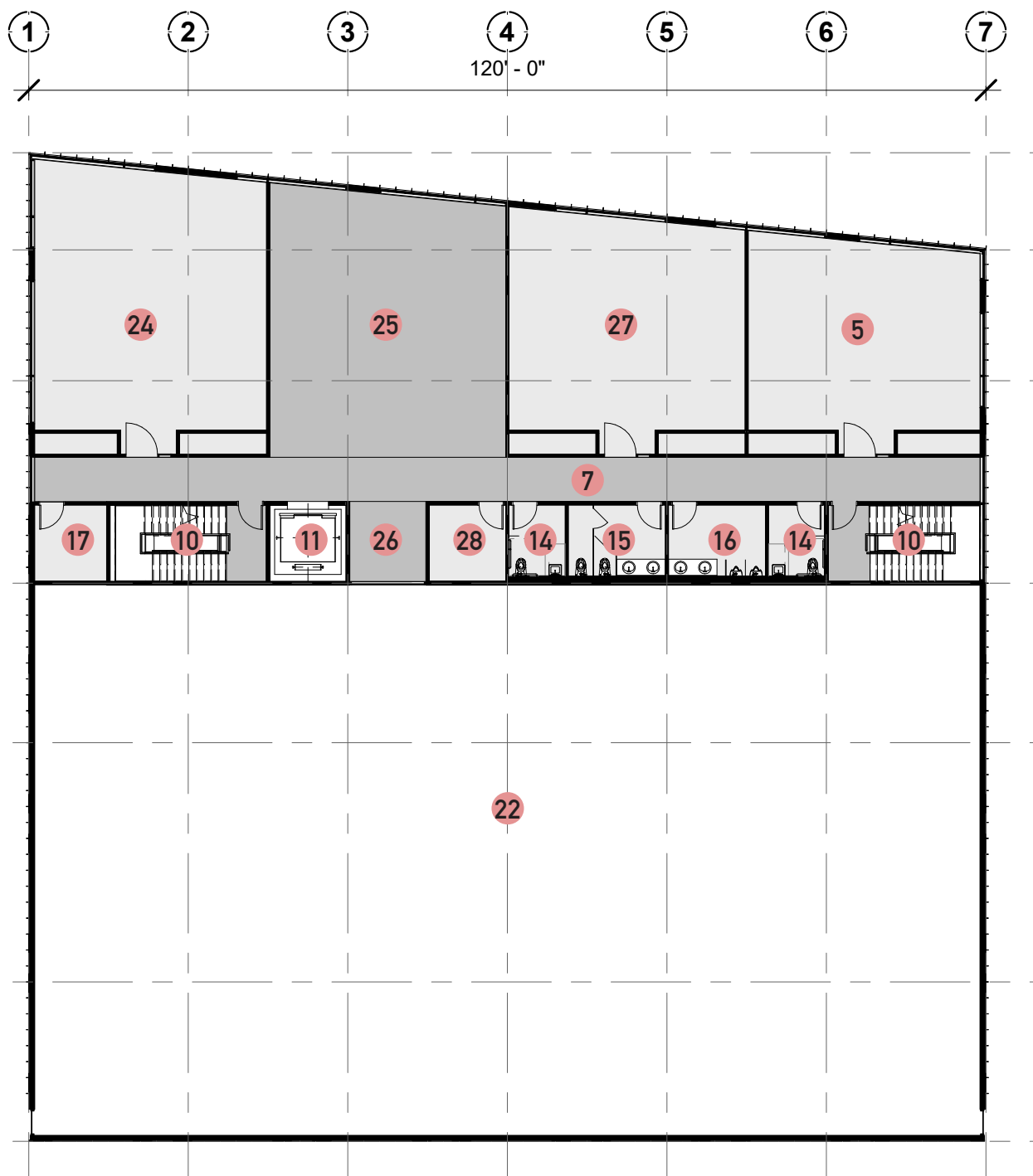
	ROOM NAME	GROSS SF	DPD PROGRAM
SPECIALTY CLASSROOM	ART/SCIENCE	833	-
	COMPUTER LAB	997	1,400
CLASSROOM	FLEX	893	1,000
	FLEX	685	1,000
	FLEX	733	1,000
	FLEX	-	1,000
	FLEX	-	1,000
MULTIPURPOSE	GAME ROOM	751	1,500
	AMENITY	1,319	2,500
	TEEN CENTER + LOUNGE	1,100	650
RECREATION	GYMNASIUM	7,602	5,500
K	KITCHEN	553	1,300
BUILDING	OFFICES	-	900
	RESTROOMS	892	840
	UTILITIES	677	
	STORAGE	885	520
	CIRCULATION + RECEPTION	3,526	400
INDOOR AREA		21,446	20,510
ROOF GARDEN		1,172	-
TOTAL AREA		22,618	20,510

1. Main Entry
2. Welcome Center
3. Water Utility
4. Game Room
5. Flex
6. Kitchen
7. Corridor
8. Drop-off Entry
9. Playspace Entry
10. Stair
11. Lift
12. Electrical
13. Mechanical
14. Single Toilet Room
15. Womens RR
16. Mens RR
17. Storage
18. Janitors Closet
19. Trash
20. Drop-off Side Exit
21. Raised Stage
22. Gymnasium
23. Playspace Side Exit
24. Art / Science Classroom
25. Teen Center
26. Lounge
27. Computer Lab
28. IT
29. Amenity
30. Rooftop Garden
31. Rooftop Mechanical

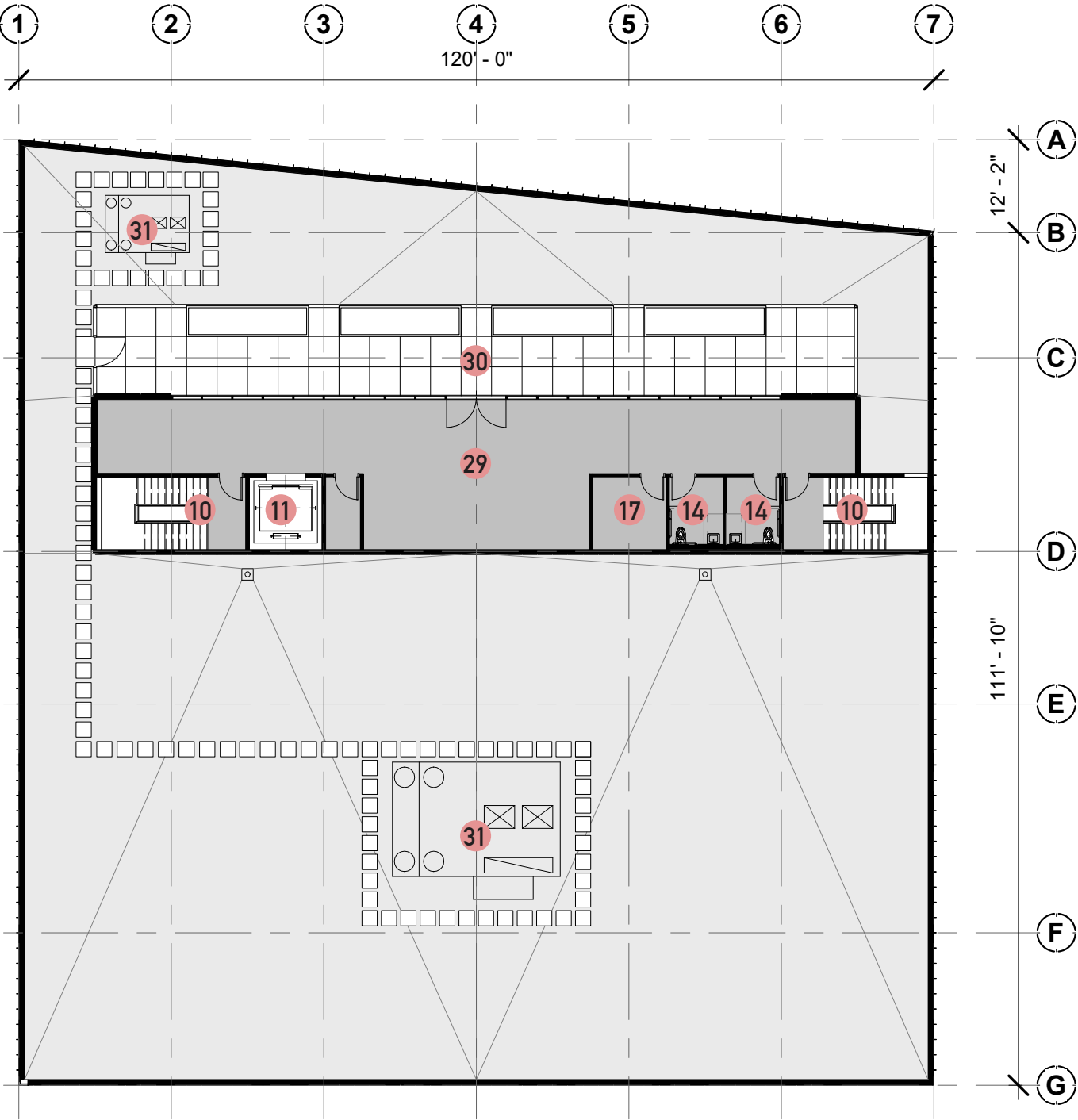




First Floor Programmatic Floor Plan.



Second Floor Programmatic Floor Plan



Roof Deck Programmatic Floor Plan with enclosed amenity space and outdoor rooftop garden.

INTERIOR AND PROGRAM CONCEPTS



WELCOME CENTER + BIG ENTRY

The informational and welcome center that greets new faces and parents at the door. Communal and playful seating help zone areas and provide physical distancing seating options when needed. This presence is vital to the entry of the building to ensure the safety of all youth inside as well as communicates the openness to the residents.



SPECIALTY CLASSROOMS

Combining art and science, with flexibility built in to allow for a variety of programs in an efficient amount of space.



GYMNASIUM

NBA-sized gymnasium with heavy-weight vinyl curtain that allows the room to be split in half, with flexible gym markings that allow for a variety of activities and sports at the same time. Off to the side is a raised stage for when the room is transformed into a dance hall.



ROOFTOP GARDEN

The rooftop provides a unique space for youth to have access an outdoor space that is both protected and open for play and additional programs focused on gardening and food growing.



KITCHEN

The small commercial kitchen allows the youth center to feed its attendees in-house. This is a major draw to youth in the neighborhood, especially in the summer months without school in session.

OPERATIONAL PROFILE

The Boys and Girls Club of Chicago usually serves children from kindergarten through high school, with some programs targeting young people up to age 24. Typical hours of operation during the school year are 2:30-9 pm and in the summer are 7 am to 8 pm. They intentionally stay open later for older youth to have a place to hang out later in the evening. Every Boys and Girls Club has a Club Director in charge of spearheading relationships with the community and management of the facility. The building would be available for use by neighborhood partners and programs during non-peak hours. A majority of typical club members walk to their club.



LANDLORD HANDOVER TO TENANT

The City of Chicago conducted a preliminary study for how the Boys and Girls Club of Chicago could occupy the PH-1A site of the Joint Public Safety Training Campus. This study will be passed to the Boys and Girls Club for their individual review. The extents of the property will be determined from this study and the project will be developed and explored by the Boys and Girls Club's team of architects of their choosing.



STRUCTURAL

Description of Boys and Girls Club of Chicago Structural System

The proposed building has 2 floors on the northern half and a double height space on the southern half which will house a gymnasium. The northern half will have a green roof for gardening, which will take the form of 18" deep isolated planting beds separated by walkways. Additionally, there is a one-story penthouse located on the northern half that stretches almost the entire width of the building.

The one-story penthouse on the northern half will be framed with cold-formed steel and will bear directly on the roof structure. The green roof will be framed with composite structural steel beams at 10' OC, with a typical estimated depth of 18", which will support a 3" composite metal deck with 2 ½" of lightweight concrete topping for a total thickness of 5 ½". ¾" diameter composite studs will be welded to the steel beams for an efficient composite action at roughly 12" OC.

The southern half which houses the gymnasium will be framed with 40" deep longspan steel joists at 10' OC. The roof deck will be 3" deep. It is anticipated that framing modifications will be necessary to accommodate the RTUs as well as support a possible divider curtain mid-way in the gymnasium.

The second floor will be framed with composite structural steel beams at 10' OC, with a typical estimated depth of 16", which will support a 2" composite metal deck with 2 ½" of lightweight concrete topping for a total thickness of 4 ½". ¾" diameter composite studs will be welded to the steel beams for an efficient composite action at roughly 12" OC. Structural steel W-shape columns will carry all the gravity loads and are anticipated to be 10" deep.

The main wind force resisting system will be constructed of steel X-bracing. It is anticipated that the X-bracing will be built with solid steel rod or round or square hollow sections depending on the forces and desired aesthetics.

The first floor will be constructed with a 6" normal weight concrete slab-on-grade reinforced with welded wire fabric. The slab will be poured over a vapor barrier and compacted gravel. There will be a continuous strip footing and foundation wall around the perimeter of the structure extending 42" below grade. Individual steel columns will be supported on concrete cast-in-place concrete spread footings. Based on the geotechnical investigation report for the JPSTC specific buildings, it is anticipated that over-excavation of existing soils, and replacement with compacted gravel, will be required to get to a good bearing stratum of 3,000psf.

Design Criteria

2019 Chicago Building Code with May 2020 Supplement

Minimum Design Loads for Buildings and Other Structures – ASCE 7-2016, American Society of Civil Engineers

Steel Construction Manual 15th Edition, American Institute of Steel Construction

Building Code Requirements for Structural Concrete – ACI 318-19, American Concrete Institute

National Design Specification (NDS) for Wood Construction 2018, American Wood Council

Building Code Requirements and Specifications for Masonry Structures, TMS 402/602-16, The Masonry Society

Building Design Loads**Live Loads**

Assembly Areas	100 psf
Bleachers	100 psf
Dining Rooms and Kitchens	100 psf
Gymnasiums	100 psf
Light Storage	125 psf
Mechanical Rooms	125 psf
Roof	20 psf
Roof Gardens	100 psf

Atmospheric

Snow Loads (indicated loads may be able

Ground Snow Load	25 psf
Uniform	As Calculated
Drift	As Calculated

Wind Loads

Basic Design Wind Speed	107 mph
	(Risk Category II)
MWFRS	As Calculated
Components and Cladding	As Calculated

Building Design Loads**Dead Loads**

Boys and Girls Club of Chicago	
Green Roof Area	
Green Roof	75 psf (planter boxes)
Waterproofing Membrane	2 psf
Insulation	3 psf
3" Deck + 2.5" LTWGT Concrete	39 psf
MEP	5 psf
Ceiling	3 psf
RTU Equipment	As Calculated

Gymnasium Roof (Penthouse Roof Similar)

Waterproofing Membrane	2 psf
Insulation	3 psf
Metal Deck	4 psf
Open Web Steel Joists	5 psf
MEP	5 psf
RTU Equipment	As Calculated

Second Floor

Floor Coverings	5 psf
2" Deck + 2.5" LTWGT Concrete	35 psf
Framing	8 psf
MEP	5 psf
Ceiling	3 psf

Estimated Soil Parameters (indicated values are based on soils report for larger complex)

Net Allowable Soil Bearing Pressure	3,000 psf
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MEP

A. Current Project Understanding

The project is a new construction of approximately 25,000 square foot of 2-story building as a part of Joint Public Safety Training Campus Chicago development program. The majority of space will be utilized for basketball court and there will be open gathering spaces, kitchen, toilets and support areas.

B. Mechanical

1. Proposed Scope of Work

1) Quality Assurance:

1. Codes: HVAC systems comply with all applicable building codes and regulations including:
 - a. City of Chicago Building Code
 - b. Chicago Energy Conservation Code
2. Standards: References for HVAC design will include the following:
 - a. ASHRAE Handbooks and Standards.
 - b. SMACNA Standards.
 - c. American National Standards Institute (ANSI).
 - d. American Society of Mechanical Engineers (ASME).
 - e. American Society for Testing Materials (ASTM).

3. Heating and Cooling Load Calculations will utilize Carrier HAP or Trane CDS computer programs.

2) Design Criteria:

1. Heating-ventilating and air conditioning systems will be designed to operate through the normal change of seasons and maintain conditions. Systems will be designed to maintain inside conditions with all windows and doors closed.
2. Outdoor design conditions are based on American Society of Heating, Ventilating and Air Conditioning Engineers (ASHRAE) criteria. Criteria listed for the Chicago O'Hare Airport weather station is used.
 - a. Cooling system outdoor design temperatures are ASHRAE 0.4 percent criteria. In a normal summer, approximately 35 hours would be above the design values.
 - b. Heating system outdoor design temperatures are ASHRAE 99.6 percent design criteria. In a normal winter, approximately 35 hours would be below the design values.
3. Summer outdoor design conditions:
 - a. Dry-bulb temperature: 95 deg F
 - b. Mean daily range: 19.6 deg F
 - c. Wet-bulb temperature: 75 deg F
4. Winter outdoor design conditions:
 - a. Dry-bulb temperature: -10 deg F
 - b. Wind speed: 15 mph

5. Indoor Design Conditions During Occupied Periods (For load calculations & equipment sizing):

	<u>Winter</u>		<u>Summer</u>	
<u>Conditioned Area</u>	<u>deg F</u>	<u>RH%</u>	<u>deg F</u>	<u>RH%</u>
All Occupied Areas	70	35	78	50

6. Indoor Design Conditions During Occupied Periods (For control setpoints and operation):

	<u>Winter</u>		<u>Summer</u>	
<u>Conditioned Area</u>	<u>deg F</u>	<u>RH%</u>	<u>deg F</u>	<u>RH%</u>
All Occupied Areas	70	35	74	50

7. Outside air for ventilation shall be based on governing codes and required exhaust systems.

3) Systems:

1. All mechanical systems shall perform better than the current version of ASHRAE 90.1.
2. Nominal sizes of equipment and loads listed herein are intended to clarify scope. Final equipment sizes and quantities may be different and are dependent on final design calculations. The following systems shall be included:
 - a. Provide ½ HP downblast toilet exhaust fan to relieve code required exhaust.
 - b. Provide 1.5 HP upblast kitchen exhaust fan with black iron ductwork to kitchen hood.
 - c. Provide 5 kW cabinet unit heaters with integral thermostats in entry vestibules.
 - d. Provide nominal 50-ton single-zone VAV packaged gas/DX rooftop air handling unit with heating input capacity of 800 MBH for gymnasium. Provide with demand control ventilation with CO2 sensor to meet energy code. Provide enthalpy economizer.
 - e. Provide nominal 15-ton VAV packaged gas/DX rooftop air handling unit with heating input capacity of 240 MBH for first floor. Provide with demand control ventilation with CO2 sensors in each recreation space. Provide enthalpy economizer. Provide VAV terminal unit with electric reheat in each zone.
 - f. Provide nominal 25-ton VAV packaged gas/DX rooftop air handling unit with heating input capacity of 300 MBH for second floor. Provide with demand control ventilation with CO2 sensors in each recreation space. Provide enthalpy economizer. Provide VAV terminal unit with electric reheat in each zone.
 - g. Provide nominal 10-ton packaged gas/DX makeup air handling unit with heating input capacity of 225 MBH for 1st floor training kitchen. Interlock with operation of kitchen hood. Interlock to shut down unit when Ansul system is activated or any duct detector is activated.
3. Lay-in ceiling supply diffusers shall be Titus Omni or equal, Titus ML or equal slot diffusers, Titus 300RL sidewall diffusers or equal, lay-in return and exhaust registers shall be Titus PAR or equal. All diffusers, registers and grilles shall be aluminum in wet locations.
4. Automatic Temperature Controls: Provide BAS to adjust temperature setpoints and create schedules for rooftop units, VAV terminal units, and exhaust fans.

4) Products:

1. Supply and return ductwork for heating, ventilating and air conditioning will be galvanized sheet metal, all transverse and longitudinal seams will be sealed.

2. General toilet exhaust ductwork shall be galvanized steel.
3. All supply ductwork shall be externally insulated with 1" FSK mineral fiber board or blanket,
4. All ductwork within 10 feet of exterior openings shall be internally lined with 1 inch, 3 pound density anti-microbial coated mineral fiber board and edges capped to minimize erosion.

C. Plumbing/Fire Protection

1. Proposed Scope of Work

1) Plumbing

1. Codes and Standards:

- a. State of Illinois Plumbing Code
- b. City of Chicago Plumbing Code
- c. American National Standards Institute (ANSI)
- d. American Society of Mechanical Engineers (ASME)
- e. American Society for Testing and Materials (ASTM)
- f. American Water Works Association (AWWA)
- g. Underwriter's Laboratories (UL)

2. Design Criteria - Water Systems:

- a. Operating pressure: 30 psi minimum, 80 psi maximum.
- b. Average pressure loss due to friction: 2 psi per 100 linear feet.
- c. Maximum Velocity - Galvanized Steel Pipe
 - i. Cold water mains: 8 feet per second
 - ii. Hot water mains: 6 feet per second
 - iii. Risers and Branches - 6 feet per second
- d. Maximum Velocity - Copper:
 - i. Mains, risers and branches - 6 feet per second.
- e. Water flow quantities based on the fixture unit sizing method described in the local plumbing code.
- f. Backflow prevention devices provided in accordance with the local plumbing code.

3. Design Criteria - Sewer and Drain Systems:

- a. Floor drains shall be provided as required by local Code.
- b. Sewer or drain piping will slope at a rate of 1/8 inch per foot or at a rate to produce a minimum cleansing velocity of 2 feet per second.
- c. Vent piping shall drain back to a sewer or drain pipe.

4. Design Criteria - Plumbing Fixtures:

- a. Lavatory fixtures shall have water conserving 0.5 gpm faucets. Provide individual thermostatic mixing valves at each fixture.
- b. Toilet Flushometers shall be 1.28 gpm maximum.
- c. Urinal Flushometer shall be 1/8 gpf maximum.
- d. Kitchen fixtures shall have water conserving 1.5 gpm faucets.

- e. Fixtures shall have thermostatic mixing valves.
- f. Exposed piping below sinks shall have ADA compliant pipe covering guards.
- g. Provide fixtures for the physically disabled in compliance with the Illinois Accessibility Code and/or the Americans with Disabilities Act.

5. System Descriptions:

- a. Provide a 6" combined service from Chicago Ave. (North side). 2-1/2" domestic cold water and 4" fire sprinkler service. Provide water meter and approved double check valve for fire within 4'-0" of outside wall.
- b. Provide packaged domestic water booster pump on skid with controller. Estimated size of 78gpm and 30psi boost.
- c. Provide 4" sanitary waste exit.
- d. Provide 10" storm exit. Provide secondary roof drain system. Overflow drains spaced 4'-0" from roof drains with connection to primary storm at stack.
- e. Provide 4" vent through roof terminals directly above stacked Men's Toilet rooms and above stacked Women's Toilet rooms.
- f. Provide a 60 gallon, 120,000 Btu gas fired water heater at the second floor mechanical room. Sizing subject to change based off of kitchen loads.
- g. Provide sanitary waste and vent system, cleanouts and plumbing fixture connections piped to flow by gravity to core main.
- h. Provide Hot water return loop with fractional horse power inline circulating pump.
- i. Provide flush with floor type grease interceptor beneath all kitchen sinks that will receive grease. Provide steel type with acid resistant interior coating.
- j. Provide elevator pit pump with discriminating fluid sensor at elevator shaft. Pipe discharge to open site drain in mechanical room.
- k. Provide hose bibbs at 75'-0" intervals at building exterior. Provide at roof garden.
- l. Provide insulation for hot, return and cold water piping. Provide insulation on horizontal storm piping.

6. Materials:

- a. Plumbing Fixtures:
 - i. Stainless steel counter-mount sink, gooseneck faucet with wrist blade handles
 - ii. White vitreous china, wall mounted ADA toilet with sensor flushometer
 - iii. White vitreous china, wall mounted ADA urinal with sensor flushometer.
 - iv. White vitreous china, wall mounted ADA lavatory with sensor faucet
 - v. Terrazzo floor mounted service mop basin. Wall mounted hose ended faucet with pail hook, brace, and elevated vacuum breaker.
 - vi. Light duty cast iron floor drain with nickel bronze strainer.
 - vii. Wall mounted ADA water cooler with bottle filler.
- b. All fixtures shall have local stops.
- c. Insulation: Fiberglass with all-service jacket.

2) Fire Protection

- 1. Provide new sprinkler system from combined service entrance backflow device. Provide mains,

- branches, hangers and concealed pendent heads. Provide upright heads in gymnasium space.
- 2. Provide Fire Sprinkler Pump, pressure maintenance pump and controllers. Estimated size of 500gpm and 25psi boost.
- 3. Provide sprinkler zones on each floor level.
- 4. Provide main drain back to open site drain in mechanical room.
- 5. Design system per City of Chicago Code, Department requirements and NFPA.
- 6. Hazard classifications for each space/room per NFPA and City Code.
- 7. Provide fire extinguishers at each 75' of occupied space.

D. Electrical

1. Proposed Scope of Work

1) Codes and Standards:

- 1. Electrical systems shall conform to applicable building codes and regulations including the Chicago Electric Code and OSHA. Systems shall be designed and constructed to meet standards of ANSI, ASTM, AEIC, CBM, ETL, IESNA, IPCEA, NEMA, NFPA, NEA, and UL.

2) Electrical Power Distribution System:

- 1. Main service switchboard (MSB) shall be provided with utility company standard metering CT sections. Power distribution shall be achieved via receptacles panelboard and lighting panelboard. Minimum conduit size shall be ¾".
- 2. Complete conduit system and Chicago plenum rated equipment must be provided for air plenum space.
- 3. Emergency power for code required EM lighting shall be provided by Chicago approved battery packs.
- 4. Offices shall be provided with quadplex and duplex outlets and data jacks.
- 5. Gym/Basketball court shall be equipped with convenience outlets and power supply for scoreboard and accessories.
- 6. Large gathering areas shall be equipped with duplex convenience outlets and data jacks.
- 7. Kitchen area and toilets shall be equipped with GFCI protected outlets to meet the code requirements.

3) Lighting System:

- 1. Energy efficient LED light fixtures shall be provided to meet the requirement of IES (Illuminating Engineering Society) standards for the light level and Illinois Energy Conservation Code (IECC) for power consumption.
- 2. Basketball court high bay sports lighting system shall be provided per IES standard which is 50 to 75 fc level. Also, light level min/max ratio shall be considered to meet the 2.5:1 or 3:1 standard.

4) Lighting Control System:

- 1. The smart relay lighting panel will be provided to control lighting; programmable occupancy scheduling, sweep ON/OFF, time clock control, holiday schedule, and manual override.
- 2. Individual office / small spaces will be equipped with occupancy sensor with manual ON and automatic OFF function.
- 3. Perimeter lighting fixtures will be controlled by daylight harvesting sensors to meet the IECC requirement.
- 4. Conference rooms and large gathering spaces will be equipped with dimmable LED drivers with wall

dimming control and ceiling mounted occupancy sensors.

5) Fire Alarm System

1. Fire Alarm will be of the addressable type, including activation devices such as smoke detectors, duct detectors, manual pull station, etc., and audio/visual alarming devices.
2. A complete fire alarm system will be in accordance with the City of Chicago Building Code, National Fire Protection Association and the requirements of the Bureau of Fire Prevention and the Americans with Disabilities Act, whichever is more stringent. All fire alarm system wiring shall be installed in its own conduit system.
3. A non-coded, zoned, supervised, addressable fire alarm system with the following features will be provided:
 - a. Audio/Visual devices shall be connected to Main fire alarm control panel.
 - b. Photoelectric type smoke detectors will be provided at the following locations:
 - i. Electrical and IT rooms.
 - ii. Mechanical rooms
 - iii. Storage areas
 - c. Duct smoke detectors will be provided on all supply and return fan ducts greater than 2,000 CFM. Separate duct detector control panel and annunciator panel per Fire Protection Bureau will be provided.
 - d. Visual devices will be located in spaces occupied by patrons. Audible devices will be located so device delivers sound levels that are 15 dB over ambient noise levels in occupied areas to conform to Chicago Building Code.
 - e. Audio/Visual devices shall be provided to comply with ADA.

6) Security System including CCTV/Video Surveillance device

1. Conduit system will be provided for a security system.
2. Access control and security system will be provided per PBC/end user standards.
3. The system shall be consisting of card readers, CCTV cameras and DVR.

7) Voice/Data communication System

1. Horizontal and vertical raceway system will be provided for voice/data communication system. Minimum conduit size for cable distribution to each information outlet will be 3/4".
2. IT room will be located within the space for incoming data service and distribution of data cables throughout the building. Data rack, patch panel, fire treated plywood backboard, and communication grounding bar shall be provided.

PERMITS / APPROVALS

Department of Buildings

Chicago Department of Water Management

Chicago Department of Transportation

Office of Underground Coordination (Shallow Foundations)

Illinois Department of Transportation – Driveway and Stormwater permits

IEPA – Notice of Intent, NPDES
Department of Planning and Development

4.04 | COMMUNITY ROOM

Facing Chicago Avenue on the north-eastern corner of the academy building is a community room. This multi-purpose space was designed for local organizations to host activities and education programs. Its proximity to the Phase 1A site makes it an ideal connection point to the public areas.

PROGRAM GOALS

- Build collaborative community program space and opportunities for youth and young adults.
- Incorporate feedback from community engagement process into design decisions.





.....
*Inspirational image of potential
educational programing functions and
design features.*

SUGGESTED PROGRAMS

Facing Chicago Avenue on the north-eastern corner of the academy building is a community room. This multi-purpose space was designed for Police and Fire Department cadets to host activities with the local community. Its proximity to the Phase 1A site makes it an ideal connection point to the public areas. Many looked at this space as an opportunity for CFD and CPD to liaise with people from the neighborhood, break down barriers, and positively influence local youth who may be interested in a career in public safety. It's visibility from the street and location within the academy itself makes it an ideal space to forge lasting bonds and to provide access to technological equipment like computers and projectors.



CULTURAL AND EDUCATIONAL PROGRAMMING

The executive committee expressed interest in providing opportunities for Fire and Police departments to connect with locals through cultural and educational events, especially for youth. Such programs could help diversify their departments, and demonstrate possible career paths for children at an early age.



TRAINING STATION

It was also suggested that the space could be used as a station for soft skills training for the local community. There's a need for access to certificate programs and career development opportunities that would benefit the neighborhood. Internet access could also be provided here, along with programs for Veterans.

PERMITS / APPROVALS

Department of Buildings

POTENTIAL COMMUNITY PARTNERS



YMCA

Less than a mile east of JSPTC, the YMCA makes accessible the support and opportunities that empower people and communities to learn, grow and thrive. The YMCA also has a pool facility to compliment the BGCC programming that was desired, but was not possible to include due to program and budget constraints.



CHILDREN'S PLACE ASSOCIATION

Headquartered two miles east of the site, this organization provides critical assistance to children and their families in four key areas of impact: health, education, family stability and financial stability.



SALVATION ARMY

Located one mile east of the JPSTC, the Salvation Army offers a wide range of services to local communities from support services, food pantries, training, after school programs and beyond.

5 | TASKS + RECOMMENDATIONS

THIS SECTION INCLUDES |

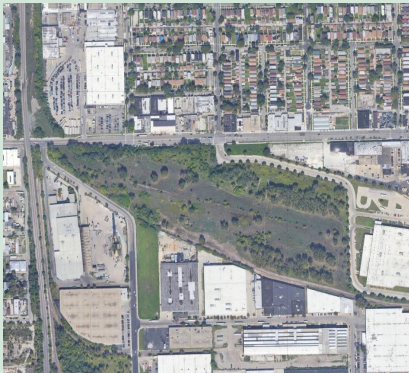
5.01 | Phase Coordination

5.02 | Amenity Management



The feasibility study was tasked with identifying all the parties on the site and coordinating the requirements of the sitework to identify a cost estimate for the construction of the project. In addition, the feasibility study was to connect with the neighborhood community and youth to glean how people envision the presence of this campus in their neighborhood could be a benefit and place of restoration. This section describes in brief the open-ended discussions that continue beyond the Feasibility Study. These ongoing conversations will pull together the constructibility of the project as well as set up the framework for a thriving campus.

5.01 | PHASE COORDINATION



JPSTC PH1A must coordinate the construction and logistics with PH1 and PH2. There are several open-ended discussions that take place beyond the feasibility study. These items will maintain the design principles, intent, and relationships established within this book.



RETAINING WALL DESIGN, LOGISTICS, AND SCOPE

Design of the retaining wall is to be a relief, cast-in-place concrete. The height of the retaining wall is dependent on the final site grade. It is within PH1's scope to clear PH1A's site and provide a new survey of the site with updated boundaries and the new curb at Kolin Avenue. The retaining wall should coordinate its termination points on the west end into the PH1 Academy building and the east end to the extent of the PH1A site, terminating at a modular distance away from the security fence. PH1 and PH2 to coordinate the construction logistics.



SITE GRADING AND SRP ENROLLMENT

The overall grading of the site is part of ongoing discussions surrounding the SRP boundaries. Once these boundaries are submitted to the IEPA, the design-build team will have to carefully coordinate the timing of SRP enrollment requirements and the overall construction timeline in order to meet the projected Q3 2022 opening date. The design-build team must coordinate the clearing and grading of the site with PH1 and PH2 to minimize the amount of soil that must be hauled off site.



SITE OCCUPANT UTILITIES AND HAND OFF

The overall project phasing is dependent on the concurrent construction timelines of PH1 and PH2. PH1 locates utilities on the PH1A site and will be excavating land prior to the construction of PH1A. All site utilities for PH1A will be separate and distinct from PH1. There is potential for PH1A to share a fire hydrant with PH2.

5.02 | AMENITY MANAGEMENT

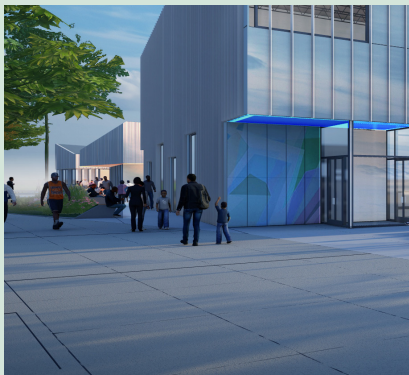


The extensive site improvements done at the JPSTC PH1A site is intended for unlimited public access. This requires the collective effort in the maintenance and operations of these public spaces to be as welcoming and clean as possible. The particular responsibilities are ongoing discussions with site occupants. As a whole, the entirety of the JPSTC PH-1A site will be under the City's responsibility for all snow removal and landscape upkeep.



PUBLIC PLAZA DESIGN AND EXTENTS

The Academy will hold the primary responsibility of maintenance of the Public Plaza. However, the Boys and Girls Club of Chicago is responsible for the design and construction of the outdoor play space within the Public Plaza and will be the primary caretaker of the outdoor play space adjacent to the plaza. The boundary of this public plaza and play space is still an ongoing discussion. All furnishings will be fixed, however the landscaping and general cleanliness of the site should be incorporated into the Academy's daily operations.



CHICAGO AVENUE STREETScape AND PUBLIC RIGHT OF WAY

The Chicago Avenue streetscape and right of way will be maintained by the City of Chicago. While the site design intentionally merges the pedestrian experience of the right of way with the PH1A site, the tenants shall be responsible for the maintenance of the site up until the right of way.



COMMUNITY ROOM

Within the PH-1 Academy, a 1,200 SF room is set aside for community programming. The management of the space would be taken care of by the Boys + Girls Club of Chicago in the adjacent Community Room. This would allow for there to be a clear communication point for community members and organizations to book the use of the Community Room as well as manage the cleanliness and other needs. The Boys + Girls Club of Chicago would work with Alderwoman Emma Mitts to identify and outreach to partners to raise awareness in the neighborhood that this resource exists.

APPENDIX

A black and white architectural rendering of a modern building with a long, low profile and a series of vertical slats or fins. Two people are walking on a sidewalk in front of the building. The image is partially obscured by a large, light gray curved shape on the right side of the page.

TABLE OF CONTENTS FOR APPENDIX

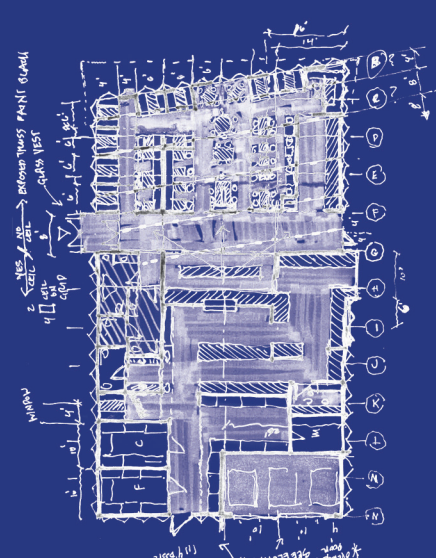
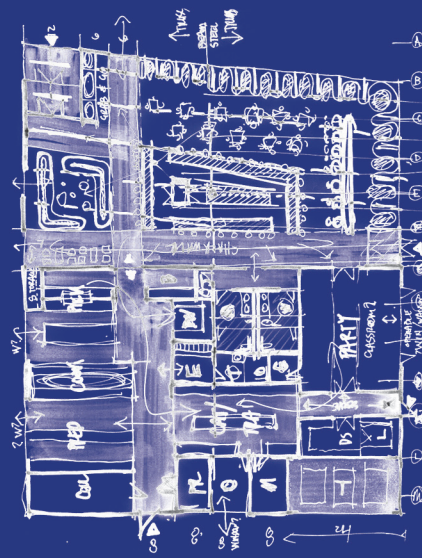
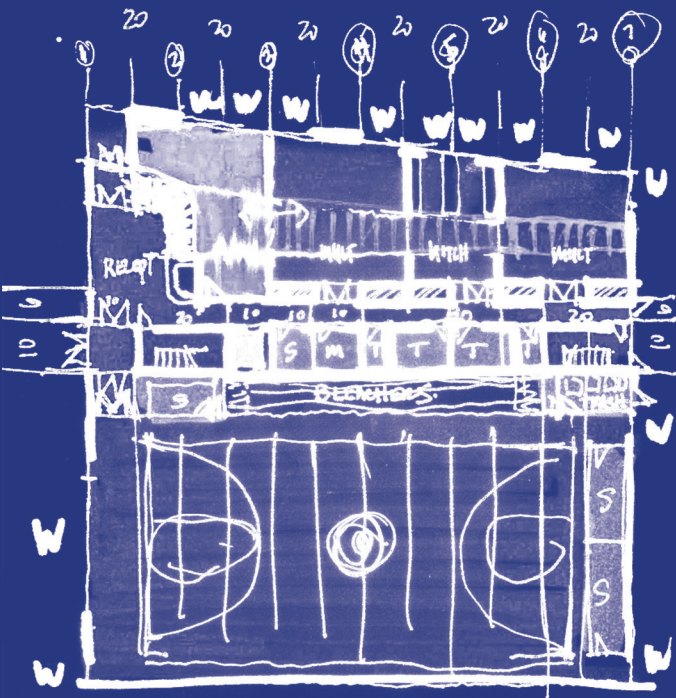
- Conceptual Design Checklist
- Basis of Design (site & restaurants)
- Basis of Design (BGCC)
- DPD Sustainability Targets Scorecard
- PH1A intended LEED NCv4 Scorecard
- Site Plan
- Peach's Schematic Design Set
- Culver's Schematic Design Set
- BGCC Schematic Design Set
- Design Excellence Guidelines

The Feasibility Study will provide the various compiled files, meeting minutes, presentations, and engagement materials for the selected Design-Build team to reference. These materials were created through the five month period of study. All drawings, writing, and designs captured within this document are the recommendations from the Feasibility Study, subject to further development and change.

JOINT PUBLIC SAFETY TRAINING CAMPUS

PHASE 1A OUTLOTS FEASIBILITY STUDY

100% ISSUANCE FOR INTERNAL REVIEW
MAY 7TH, 2021



DEVELOPED FOR:
PUBLIC BUILDING COMMISSION OF CHICAGO

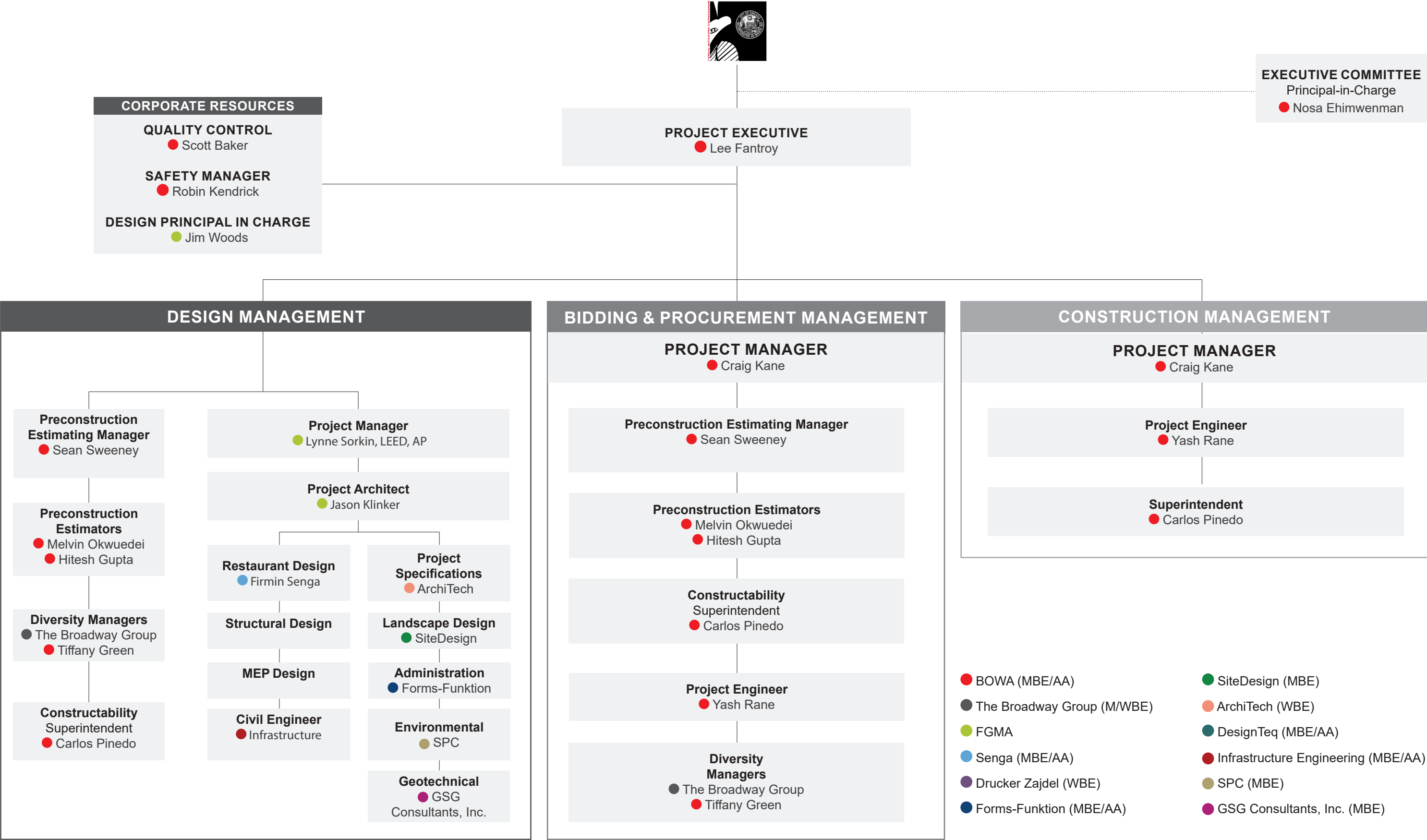


EXHIBIT #4

Key Personnel

(Reminder of page intentionally left blank)

> Organization Plan



NOSA EHIMWENMAN

President & CEO

ROLES AND RESPONSIBILITIES

Nosa founded BOWA Construction in 2009 and serves as President & CEO overseeing all operations from construction management, general contracting, design/build and other construction services including estimating, preconstruction, accounting and business development. Nosa brings more than 20 years of experience in the construction industry, and identifies and develops strategic relationships, as well as maintains a detailed understanding of the company's significant pursuits. Nosa applies familiar concepts, practices and procedures that credit his experience and judgments to accomplish goals. His motivation is not only to grow the business but to leave a lasting positive and economic impact on the community.



EDUCATION

- BS/Ohio State University
- MBA/Purdue University

CERTIFICATIONS

- OSHA 30-Hour

AFFILIATIONS

- IL Black Chamber of Commerce
- South Shore Chamber of Commerce
- Black Contractors United
- Construction Management Association of America
- Varsity O Alumni Society
- City of Chicago Affirmative Action Board

RELEVANT EXPERIENCE

Joint Public Safety Training Academy

New 30.4-acre facility featuring classrooms, administrative offices, labs, simulators, conference rooms and an auditorium. A second building will feature a pool to be used to train for water rescues as well as a shooting range. The campus will also include a driving course, a skid pad and a place for hands-on practice in real-world situations.

McDade Elementary Classical School Annex and Renovations

New 9,000 SF gymnasium/multi-purpose room facility including classrooms to an existing one-story school building. The new annex includes a new gymnasium/multi-purpose room with an office and storage, standard classrooms, science classrooms with storage, art classrooms with storage, an unisex toilet room, general building storage, utility rooms and building support spaces.

Gwendolyn Brooks College Preparatory Academy Athletic Amenities

Improvements to the athletic fields surrounding the school including the turf football/soccer field, track and field event area and baseball/softball fields. Gwendolyn Brooks College Preparatory Academy is a selective enrollment high school located in the historic Pullman district of Roseland.

Dirksen Elementary School Annex and Renovations

61,000 SF, three-story annex to the existing three-story school building including 18 standard classrooms, four special needs classrooms, four Pre-K and kindergarten classrooms with toilets and storage, two science classrooms with storage, two computer classrooms, two administration offices, a new library/media center, new student dining/multi-purpose room, hybrid kitchen and kitchen server, kitchen office with two staff toilet/locker rooms, building storage, student toilets, utility rooms and an elevator.

LEE FANTROY – BOWA

Project Executive

ROLES AND RESPONSIBILITIES

Lee has more than 32 years of experience in the construction industry. As project executive, Lee will be responsible for overseeing overall project performance in order to ensure your project is delivered per the requirements. He will be the executive representation from Bowa and will keep all stakeholders informed on project progress in coordination with project plans and specifications.



EDUCATION

- BA/University of Illinois
- ARCH/University of Illinois
- MBA/Keller Graduate School of Management

RELEVANT EXPERIENCE

Chicago Joint Public Training Safety Academy

30.4-acre facility to consolidate the existing CPD and CFD training facilities to a single campus. The Academy's main building will feature classrooms, administrative offices, labs, simulators, conference rooms and an auditorium and a second building will feature a pool to be used to train for water rescues as well as a shooting range.

Ogden Commons

New mixed-use project including 332 new homes and 120,000 SF of commercial and retail space located in the North Lawndale neighborhood of Chicago. Phase I consists of a 50,000 SF commercial building with two restaurants and a bank on the ground floor. The additional two floors include medical facilities and a pair of film-related non-profits. Construction of Phase II will include a total of 110 new homes in a 92-unit apartment building and three six-flats.

Neal Math and Science Academy

CMAR services for redevelopment of the Neal Math and Science Academy located in the North Chicago Community. Scope of work for the \$38 million, 93,000 SF new middle school facility includes an existing gymnasium renovation and demolition of the existing school building, and involves multiple phases targeting occupancy in August 2022.

Major new construction consists of site utilities, foundations and footing system, exterior enclosure involving masonry, metal panels and curtain wall system.

Chicago Park District Gately Indoor Track & Field Facility

New 139,000 SF complex including a banked 200-meter track, an eight-lane sprint track, seating for 3,500 spectators and space for track and field events including hurdles, shot put and long jump. Additionally, the building will host sports such as volleyball, lacrosse, football and basketball.

SCOTT BAKER – BOWA

Quality Control

ROLES AND RESPONSIBILITIES

Scott brings more than 45 years of construction experience including time-tested knowledge, communication skills and cost-effective solutions. Scott will be responsible for assessing the overall project health and provide feedback to the project team at various stages throughout the project. He will work closely with the project team to ensure compliance with the project specific quality plan, both during preconstruction and construction.



CERTIFICATIONS

- OSHA 30-Hour
- Bloodborne Pathogens First Aid
- 40-Hour ECATTS

RELEVANT EXPERIENCE

Gwendolyn Brooks College Preparatory Academy Athletic Amenities

Improvements to athletic fields including the turf football/soccer field, track and field event area and baseball/softball field.

Building 521 for Airport Police

Located near Terminal 5 between Service and Old Cargo Road, the new facility boast offices, detainee rooms, a processing area, restrooms, designated locker room areas and the addition of ballistic grade material for public safety. Additional scope of work consisted of exterior removal and restoration of the existing warehouse including replacement of new lighting and security equipment, as well as new exterior windows and design fabricated panels.

Lakeshore East Sales Center

3,000 SF new sales center showcasing exterior glazing and luxury interior finishes for the new Cirrus Tower. Scope of work includes poured concrete foundations and new trees and landscaping in order to unify the sales center with the existing surrounding Lake Shore East Park.

Michael A. Bilandic Building Exterior Facade Repair

Exterior facade repair of the Michael A. Bilandic Building including repairing brick, limestone and terra cotta masonry and replacing damaged windows in the high rise building. Portions of the glass fiber reinforced concrete facade will also be repaired and resealed, in addition to the replacement of an existing storefront system at grade level.

Lathrop Community Partners Phase 1A

Re-purpose of the CHA's historic 32-acre Julia C. Lathrop Homes into a sprawling mixed-use, mixed-income campus. In total, the redevelopment delivers 413 mixed-income housing units and 11 acres of green space including a new riverwalk component. This project achieved both LEED® Silver and Enterprise Green Communities LEED for Neighborhood Development certification.

ROBIN KENDRICK – *BOWA*

Safety Manager

ROLES AND RESPONSIBILITIES

Robin has nearly 5 years of experience in the construction industry. As safety manager, Robin will be an objective observer with the responsibility of ensuring every contractor on the site maintains safety at all times. She will develop a customized project-specific safety plan tailored to the site, align subcontractors with our safety focus, identify key safety challenges and create a plan to mitigate risks throughout the life of the project. The plan will include all procedures, inspection, enforcement, documentation and reporting requirements. In addition to the safety audits, checklists and other tools that Bowa utilizes, Robin will be involved in training all to embrace our safety culture based upon people, not on statistics.



EDUCATION

- BS/Purdue University

CERTIFICATIONS

- OSHA 30-Hour
- OSHA 500
- NFPA 70e License
- Competent Person and Inspector for Fall Protection
- Confined Space Certification

RELEVANT EXPERIENCE

Chicago Joint Public Training Safety Academy

30.4-acre facility to consolidate the existing CPD and CFD training facilities to a single campus. The Academy's main building will feature classrooms, administrative offices, labs, simulators, conference rooms and an auditorium and a second building will feature a pool to be used to train for water rescues as well as a shooting range.

43 Green Phase I

Located in Bronzeville at 43rd and South Calumet Street, the new 10-story high-rise apartment building will include a total of 99 residential units, 36 studio units, 45 one-bedroom units and 18 two-bedroom units. In addition, the first floor will include commercial space, a residential entry lobby and amenity space, 27 surface parking spaces and 82 bicycle spaces. A resident community multi-purpose room will be located on the seventh floor with access to a roof deck and garden.

Neal Math and Science Academy

CMAR services for redevelopment of the Neal Math and Science Academy located in the North Chicago Community. Scope of work for the \$38 million, 93,000 SF new middle school facility includes an existing gymnasium renovation and demolition of the existing school building, and involves multiple phases targeting occupancy in August 2022. Major new construction consists of site utilities, foundations and footing system, exterior enclosure involving masonry, metal panels and curtain wall system.

JIM WOODS, AIA, ALEP, LEED AP – *FGMA*

Design Principal-in-Charge

ROLES AND RESPONSIBILITIES

Jim helps clients translate pedagogy and long-term strategy into spaces that work. He is a recognized expert in facility programming and planning. Jim is known for the way he works with the public and user groups to get feedback and buy-in.



EDUCATION

- Master of Architecture
University of Virginia
1981
- BS in Architecture
University of Virginia
1978s

CERTIFICATIONS

- Architect | Illinois | 1991
- LEED Accredited
Professional

RELEVANT EXPERIENCE

CHICAGO PUBLIC SCHOOLS, IL

Mather HS ADDITION &
RENOVATION
Dunne ES ADDITION &
RENOVATION
Prosser HS Career & Tech
Education Wing RENOVATION
John M. Palmer ES ADDITION
Poe ES ADDITION
McCutcheon ES ADDITION
Air Force Academy RENOVATION
100+ District-Wide
ADDITIONS & RENOVATIONS

UNIVERSITY OF CHICAGO, IL

Laboratory Schools
RENOVATION & EXPANSION
Earl Shapiro Hall NEW
Gordon Parks Arts Hall NEW
Blaine Hall RENOVATION
Judd Hall RENOVATION
Belfield Hall RENOVATION
University HS RENOVATION

HOLY FAMILY

LUTHERAN SCHOOL, IL

Master Plan
Fundraising Support
Holy Family School NEW

VILLAGE OF ADDISON, IL

Village Hall NEW
Police Station RENOVATION

VILLAGE OF EAST DUNDEE, IL

Police & Village Hall
SPACE NEEDS ANALYSIS

VILLAGE OF FOX RIVER GROVE, IL

Fox Village Hall & Police Station
SPACE NEEDS STUDY

VILLAGE OF ITASCA, IL

Itasca Village Hall & Police
Station NEW

VILLAGE OF KILDEER, IL

Village Hall, Police Department &
Community Center NEW

VILLAGE OF MANHATTAN, IL

Village Hall/Police Department/
Fire Department SPACE NEEDS
STUDY

CITY OF PROSPECT HEIGHTS, IL

City Hall/Police SPACE NEEDS
STUDY
City Hall NEW THROUGH CDS

WARREN TOWNSHIP, IL

Town Hall NEW
Senior Center ADDITION

VILLAGE OF NEW LENOX, IL

Village Hall NEW

SEAN SWEENEY

Senior Cost Estimator

ROLES AND RESPONSIBILITIES

With nearly ten years of construction experience, Sean has played several key roles encompassing cost estimating and project and program documentation and coordination. As senior cost estimator, Sean supports project management including overseeing all cost control, materials logistics and estimating. Sean applies familiar concepts, practices and procedures that credit his experience and judgments in order to successfully accomplish project goals.



EDUCATION

- BS/Dublin Institute of Technology

CERTIFICATIONS

- Certified Professional Estimator
- Chartered Quantity Surveyor
- LEED® GA

RELEVANT EXPERIENCE

United Airlines Holdroom

New gate design including the addition of several types of seats including individual seats with adjacent charging ports and longer benches with built-in tables, as well as power bars. In addition, self-service kiosks will be spread throughout the concourse similar to those stationed at landside ticket counters in order to enhance the customer experience.

NE Cargo Phase III Development

Single-tenant cargo handling facility including 122,637 SF of warehouse and 8,225 SF of mezzanine office space built on a 12-acre site, with the ability to provide ramp space for two Group 6 wide-body aircrafts. Additional scope of work includes the extension of taxi lane NN, as well as a landside access road. Extensive site work with removal of PFAS contaminated soil is required, in addition to major utility relocation and additional site access roads. This project is designed to obtain LEED® Silver (v4).

Sinai Health System Sinai Surgery Center

New surgery center including two outpatient clinics, a 13,000 SF ambulatory surgery and dialysis center and associated specialties clinic totaling an additional 13,000 SF. Both clinics will be located on the top two floors of the new mixed-use Ogden Commons building.

Lathrop Community Partners Phase 1A

Re-purpose of the CHA's historic 32-acre Julia C. Lathrop Homes into 413 mixed-income housing units and 11 acres of green space including a new riverwalk component. This project achieved both LEED® Silver and Enterprise Green Communities LEED for Neighborhood Development certification.

43 Green Phase I

New 10-story high-rise apartment building including a total of 99 residential units, 36 studio units, 45 one-bedroom units and 18 two-bedroom units. The first floor will include commercial space, a residential entry lobby and amenity space, 27 surface parking spaces and 82 bicycle spaces.

MELVIN OKWUEDEI – BOWA

Preconstruction Estimator

ROLES AND RESPONSIBILITIES

With nearly five years of construction experience, Melvin has played several key roles encompassing cost estimating and project and program documentation and coordination. As project estimator, Melvin supports project management including overseeing all cost control, materials logistics and estimating. Melvin applies familiar concepts, practices and procedures that credit his experience and judgments in order to successfully accomplish project goals.



RELEVANT EXPERIENCE

Dirksen Elementary School Annex and Renovations

61,000 SF, 3-story annex to the existing 3-story school building including 18 standard classrooms.

McDade Elementary Classical School Annex and Renovations

New 9,000 SF gymnasium/ multi-purpose facility including classrooms to an existing 1-story school building. This project is slated to achieve LEED® v4 Silver classification.

Gwendolyn Brooks College Preparatory Academy Athletic Amenities

Improvements to athletic fields including the turf football/ soccer field, track and field event area and baseball/softball field.

Building 521 for Airport Police

Located near Terminal 5 between Service and Old Cargo Road, the new facility boast offices, detainee rooms, a processing area, restrooms, designated locker room areas and the addition of ballistic grade material for public safety. Additional scope of work consisted of exterior removal and restoration of the existing warehouse including replacement of new lighting and security equipment, as well as new exterior windows and design fabricated panels.

LYTE Lounge

13,000 SF renovation including the conversion of 2 existing, connected buildings into a new community center and music studio, library and workspace; exercise room; creative room; lounge; performance stage; educational spaces including a computer lab; conference room; and flexible workspace.

HITESH GUPTA – BOWA

Preconstruction Estimator

ROLES AND RESPONSIBILITIES

Hitesh has played several key roles encompassing cost estimating and project and program documentation and coordination. As preconstruction estimator, Hitesh will support project management including overseeing all cost control, materials logistics and estimating. Hitesh will apply familiar concepts, practices and procedures that credit his experience and judgments in order to successfully accomplish your project goals.



EDUCATION

- BS/ Manipal University
- ME/Illinois Institute of Technology

CERTIFICATIONS

- LEED® Green Associate

RELEVANT EXPERIENCE

Dirksen Elementary School Annex and Renovations

61,000 SF, 3-story annex to the existing 3-story school building including 18 standard classrooms.

McDade Elementary Classical School Annex and Renovations

New 9,000 SF gymnasium/ multi-purpose facility including classrooms to an existing 1-story school building. This project is slated to achieve LEED® v4 Silver classification.

Gwendolyn Brooks College Preparatory Academy Athletic Amenities

Improvements to athletic fields including the turf football/ soccer field, track and field event area and baseball/softball field.

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LYTE Lounge

13,000 SF renovation including the conversion of 2 existing, connected buildings into a new community center and music studio, library and workspace; exercise room; creative room; lounge; performance stage; educational spaces including a computer lab; conference room; and flexible workspace.

TIFFANY GREEN

VP, Diversity, Equity and Inclusion

ROLES AND RESPONSIBILITIES

Tiffany is VP of Strategic Development at BOWA, and has more than 24 years of industry experience. She has handled a variety of matters regarding the certification and participation of disadvantaged, minority and woman business enterprises (D/M/WBE) and has assisted clients in preparing D/M/WBE certification applications, assessing certification eligibility and drafting appeals of certification eligibility decisions. Tiffany also has extensive experience providing counsel regarding contract compliance including D/M/WBE direct and indirect participation, substitution and allocation of credit.



EDUCATION

- BS/Loyola University
- MBA/Keller Graduate School of Management

RELEVANT EXPERIENCE

Neal Math and Science Academy

New middle school consisting of preserving, renovating and re-purposing the existing building. The overall site will be fully redeveloped and restored and will increase to 93,000 SF from 89,000 SF and will support a total of 625 students.

NE Cargo Phase III Development

Single-tenant cargo handling facility including 122,637 SF of warehouse and 8,225 SF of mezzanine office space built on a 12-acre site, with the ability to provide ramp space for two Group 6 wide-body aircrafts. Additional scope of work includes the extension of taxi lane NN, as well as a landside access road. Extensive site work with removal of PFAS contaminated soil is required, in addition to major utility relocation and additional site access roads. This project is designed to obtain LEED® Silver (v4).

United Airlines Chicago O'Hare Holdroom Maintenance Program

Refurbishing of 50 total United Airlines terminal gates at O'Hare International Airport. Gate areas will include several types of seats consisting of individual seats with adjacent charging ports and longer benches with built-in tables, as well as power bars where passengers can sit and work at laptops or other devices. The new design also includes more self-service kiosks spread throughout the concourse.

Joint Public Safety Training Academy

New 30.4-acre facility featuring classrooms, administrative offices, labs, simulators, conference rooms and an auditorium. A second building will feature a pool to be used to train for water rescues as well as a shooting range. The campus will also include a driving course, a skid pad and a place for hands-on practice in real-world situations.

CARLOS PINEDO – BOWA

Superintendent

ROLES AND RESPONSIBILITIES

As superintendent, Carlos will assist with all field operations, site safety, productivity, schedule, quality work and trade contractor and supplier coordination in conjunction with project management. His in depth knowledge of all trades renders him extremely skilled in the areas of safety compliance, maintenance and planning of reports and direction of day-to-day coordination of trade contractors. Carlos takes great pride in participating in projects that improve our community and will bring his enthusiasm to your project.



RELEVANT EXPERIENCE

Sinai Health System Sinai Surgery Center

Two outpatient clinics consisting of a 13,000 SF ambulatory surgery and dialysis center and associated specialties clinic totaling an additional 13,000 SF. Both clinics will be located on the top two floors of the new mixed-use Ogden Commons building.

Advocate Health Care Immediate Care Clinic and Lobby Renovation

3,200 SF interior renovation of an active healthcare clinic including a new interior layout to maximize clinic function. Scope of work consists of seven new exam rooms, treatment rooms, RN stations and medical offices.

Ann & Robert H. Lurie Children's Hospital ADA Building 7th & 11th Floor Renovation

New office space on both the 7th and 11th floor of the Hospital for two separate departments. All work will be completed in an occupied, active healthcare facility and in accordance with critical life safety measures required by the Hospital.

Medical Home Network Tenant Fit-Out

General contracting services to Sterling Bay's turnkey expansion project for the Medical Home Network Tenant Fit-Out project. Scope of work included expanding the existing office footprint by an additional 6,000 SF to add capacity for the growing firm. The expansion added new open office seating, multiple private offices, conference rooms and collaboration spaces. In addition, the renovation in the existing suite expanded the boardroom, creating team breakout areas and expansion of the breakout capacity.

The University of Chicago Medicine Billings M5 Renovation

Conversion of 20,000 SF of medical spaces into high-end offices. This multi-phase renovation project was inclusive of demolition; carpentry; electrical; fire protection; mechanical; plumbing; and rerouting of medical components including gas, water line reservation and heating system changes, along with the addition of radiant and electrical panels,

YASH RANE – BOWA

Project Engineer

ROLES AND RESPONSIBILITIES

As project engineer, Yash will assist project management on all scheduling, cost controls, trade coordination, field engineering, and site and materials logistics. Yash's direct supervision of field staff, quality control, safety and working as an owners advocate will ensure your project meets all schedule, budget and quality standards you can expect and deserve.



EDUCATION

- BS/University of Mumbai
- ME/University of North Carolina

CERTIFICATIONS

- OSHA 10-Hour Trained
- LEED® Green Associate

RELEVANT EXPERIENCE

American Airlines G & L Gate Swap

Relocating and renovating several American Airlines terminal gates at O'Hare International Airport in order to consolidate and relocate terminals for both Alaska Airlines and Jet Blue. Scope of work included providing updated ticketing areas with new kiosks and baggage conveyor systems with upgraded technology, as well as providing new office and pilot lounge space located at the terminal apron level.

Building 521 for Airport Police

Located near Terminal 5 between Service and Old Cargo Road, the new facility boast offices, detainee rooms, a processing area, restrooms, designated locker room areas and the addition of ballistic grade material for public safety. Additional scope of work consisted of exterior removal and restoration of the existing warehouse including replacement of new lighting and security equipment, as well as new exterior windows and design fabricated panels.

United Airlines Chicago O'Hare Holdroom Maintenance Program

Refurbishing of 50 total United Airlines terminal gates at O'Hare International Airport. Gate areas will include several types of seats consisting of individual seats with adjacent charging ports and longer benches with built-in tables, as well as power bars where passengers can sit and work at laptops or other devices. The new design also includes more self-service kiosks spread throughout the concourse.

CRAIG KANE – BOWA

Project Manager

ROLES AND RESPONSIBILITIES

Craig brings more than 26 years of construction supervision experience. As senior project manager, Craig provides overall project oversight in managing all necessary resources throughout the lifetime of a project in order ensure that all expectations, budgetary and profitability objectives are exceeded.



EDUCATION

- BS/Arizona State University

CERTIFICATIONS

- OSHA 30-Hour
- LEED AP®

RELEVANT EXPERIENCE

Sinai Health System Sinai Surgery Center

Two outpatient clinics consisting of a 13,000 SF ambulatory surgery and dialysis center and associated specialties clinic totaling an additional 13,000 SF. Both clinics will be located on the top two floors of the new mixed-use Ogden Commons building.

Metropolitan Family Services Midway Building Renovation and Addition

New addition and renovation consisting of approximately 4,900 SF of strategic interior renovations including offices consisting of both enclosed, acoustic-cubicles and limited meeting space, as well as upgraded mechanical distribution; new water service; removal and restoration of the existing east driveway with new sidewalk, curb and gutter; replacement of parkway tree plantings; new outdoor pedestrian zone; and upgrades to the rear courtyard of the newly expanded building.

Michael A. Bilandic Building Exterior Facade Repair

Exterior facade repair of the Michael A. Bilandic Building including repairing brick, limestone and terra cotta masonry and replacing damaged windows in the high rise building. Portions of the glass fiber reinforced concrete facade will also be repaired and resealed, in addition to the replacement of an existing storefront system at grade level.

LYNNE SORKIN, AIA, ALEED AP – *FGMA*

Project Manager

ROLES AND RESPONSIBILITIES

Lynne is a proven leader with a well-rounded perspective of planning, design and construction. She is experienced in a variety of design and owner representative roles, with a significant focus on educational, institutional and recreational projects. Lynne excels at developing and overseeing processes for the successful outcome of each client's unique strategic initiatives.



EDUCATION

- Master of Architecture
Washington University St.
Louis | 1991
- BA in Architecture
Washington University St.
Louis | 1989

CERTIFICATIONS

- Architect | Illinois |
0001-016722
- LEED Accredited
Professional

RELEVANT EXPERIENCE

**PUBLIC BUILDING
COMMISSION, IL**
William Jones College
Preparatory HS NEW & DESIGN
ARCHITECT
Gwendolyn Brooks College
Preparatory Academy Athletic
and Performing Arts Wings
SITE IMPROVEMENTS

CHICAGO PARK DISTRICT, IL
Dr. Martin Luther King Jr. Park &
Family Entertainment Center and Cafe
NEW
Carroll Hayes Park Pool &
Fitness Center ADDITION

GEMS WORLD ACADEMY
GWA Chicago, IL
Middle-Upper School - 6-12 and
Parking Structure, Lower-School -
PK-5
CAMPUS MASTER PLANNING &
NEW MIDRISE

CENTER ON HALSTED, IL
LGBTQ Center
PROGRAMMING & CONCEPTUAL
DESIGN

**METROPOLITAN PIER AND
EXPOSITION AUTHORITY, IL**
Navy Pier & IMAX Theater
ARCHITECTURAL & INTERIOR
DESIGN

CHICAGO

HOUSING AUTHORITY, IL
Henry Horner Homes Annex
REDEVELOPMENT & ADDITION/
RENOVATION

NORTHWESTERN UNIVERSITY, IL
Crowe Hall Faculty Office
Building and Cafe ADDITION

CHICAGO PUBLIC SCHOOLS, IL
Architect of Record
Gwendolyn Brooks College
Preparatory Academy
Classroom Wings, Cafeteria and
Gymnasium
DESIGN & ARCHITECT OF
RECORD, MASTER PLANNING,
DEMOLITION, ADDITIONS & GUT
RENOVATIONS
ADA Upgrades
CARL SCHURZ HS ADA
UPGRADES
RICHARDS CAREER ACADEMY
HS ADA UPGRADES
BENJAMIN MAYS ES ADA
UPGRADES
EDGAR ALLEN POE ES ADA
UPGRADES

JASON KLINKER, AIA, NCARB – *FGMA* Project Architect

ROLES AND RESPONSIBILITIES

Jason's adaptability is rooted in his range of experience throughout the design and construction process. His role includes developing technical and design solutions, managing the design team, and leading the development of construction documents. He also guides project coordination with consultants, leads material and code research, and handles the day to day of construction administration.



EDUCATION

- Master of Architecture
Ball State University | 2011
- BS in Architecture
Ball State University | 2008
- AS in Architectural
Engineering
Purdue University | 2004

CERTIFICATIONS

- Architect | Indiana, Illinois |
2014, 2015
- NCARB Certificate | 2014

RELEVANT EXPERIENCE

COOK COUNTY GOVERNMENT, IL
Cook County Building
Floors 1,2,5 INTERIOR
RENOVATION

CHICAGO PUBLIC SCHOOLS IL
Hawthorne Elementary
CAPITAL IMPROVEMENTS
Skinner Elementary
CAPITAL IMPROVEMENTS

GREATER ROUND LAKE FPD, IL
Fire Station No. 1
ADDITION & RENOVATION

WHEATON PD, IL
Locker Rooms
INTERIOR RENOVATION

LAGRANGE COUNTY, IN
Public Library ADDITION &
RENOVATION

**ALLEN COUNTY
PUBLIC LIBRARIES, IN**
Waynedale Branch Library
ADDITION & RENOVATION

CAREY SERVICES, IN
Pleasant Woods Affordable
Housing NEW

**SCHOOL OF THE ART INSTITUTE
OF CHICAGO, IL**
Fiber Faculty Office
INTERIOR RENOVATION
Accounting Suite
INTERIOR RENOVATION

**AFFORDABLE HOUSING
CORPORATION IN**
Evergreen Homes NEW

**US DEPT OF
VETERANS AFFAIRS, IN**
Marion Medical Center
Theater INTERIOR HISTORIC
REHABILITATION

MARION CSA, IN
Community School of the Arts
EXTERIOR RENOVATION

FIRMIN S. SENG, AIA, NCARB, LEED AP BD+C – **SENG** Restaurant Design

ROLES AND RESPONSIBILITIES

Firmin brings more than 15 years of experience in multiple project types including commercial, corporate office, data center, residential, industrial, heavy manufacturing, laboratory, mission critical, military, higher education, research, cultural and spiritual and hospitality. He has supervised and completed over 400 projects. Prior to Senga Architects, he had 15 years of experience with other firms.



CERTIFICATIONS

- Architect – Illinois, Michigan
- American Institute of Architects

RESPONSIBILITIES

- SD's, DD's, CD's, CA's, site analysis, code research, specifications and materials, document checking and coordination.
- Architectural, structural, mechanical, electrical, plumbing, civil, interior, landscape, and material research and specifications.
- Programming, existing facilities surveys, economic feasibility studies, site analysis, environmental studies and zoning process assistance.
- FFE, graphic design, permit expediting, ADA compliance and accessibility improvements and code violation corrections.
- 15+ years of experience with BIM/Revit, Autocad and Google sketch-up.

EXHIBIT #5

Insurance and Bonding Requirements

(Reminder of page intentionally left blank)

INSURANCE REQUIREMENTS

The insurance requirements listed below are the minimum requirements that will be required for work issued on a contract resulting from this Procurement. The actual requirements for the project may be higher and will be determined based on the scope and the requirements as determined in collaboration with the User Agency. As noted in this Procurement, Respondent is to submit a certificate of insurance evidencing their current insurance program.

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Risk Management.

A. INSURANCE TO BE PROVIDED

1. Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the City of Chicago Department of Assets, Information, and Services, the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago Department of Assets, Information, and Services, the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

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

4. Contractors Pollution Liability

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

INSURANCE REQUIREMENTS

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago Department of Assets, Information, and Services, the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

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

5. Professional Liability

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

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

6. Builders Risk

Contractor must provide All Risk Builders Risk or Installation Floater Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago, the City of Chicago Department of Assets, Information, and Services, the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Contractor.

7. Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that the General Contractor or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

INSURANCE REQUIREMENTS

B. ADDITIONAL REQUIREMENTS

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

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

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records.

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

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago Department of Assets, Information, and Services, the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago.

The insurance coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago Department of Assets, Information, and Services, the City of Chicago, or any other User Agency or others, as may be required by the Public Building Commission of Chicago, will not contribute with insurance provided by the Contractor under the Contract.

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

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

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Contractor must submit the following at the time of award:

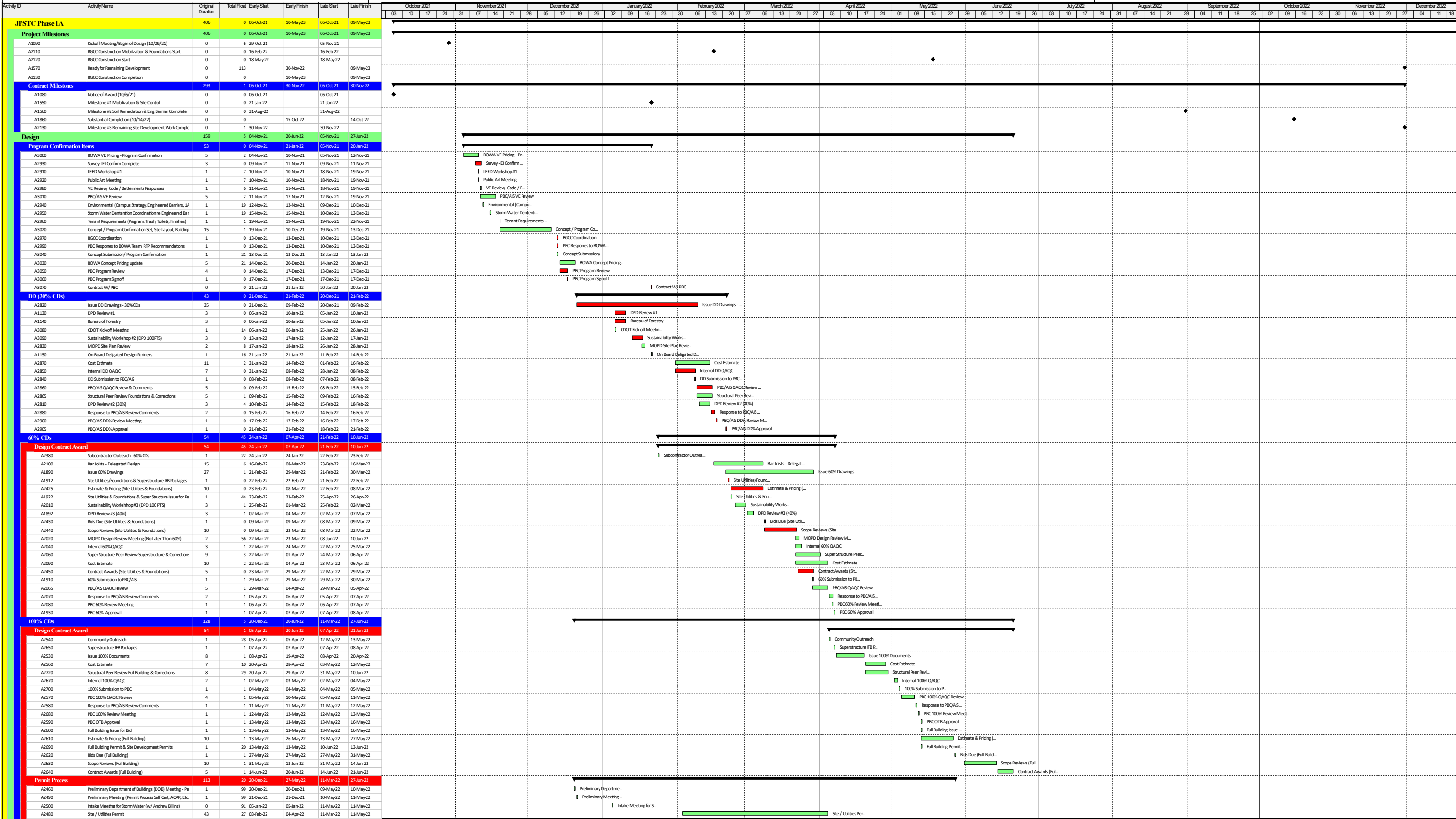
1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037
3. Builders Risk Coverage

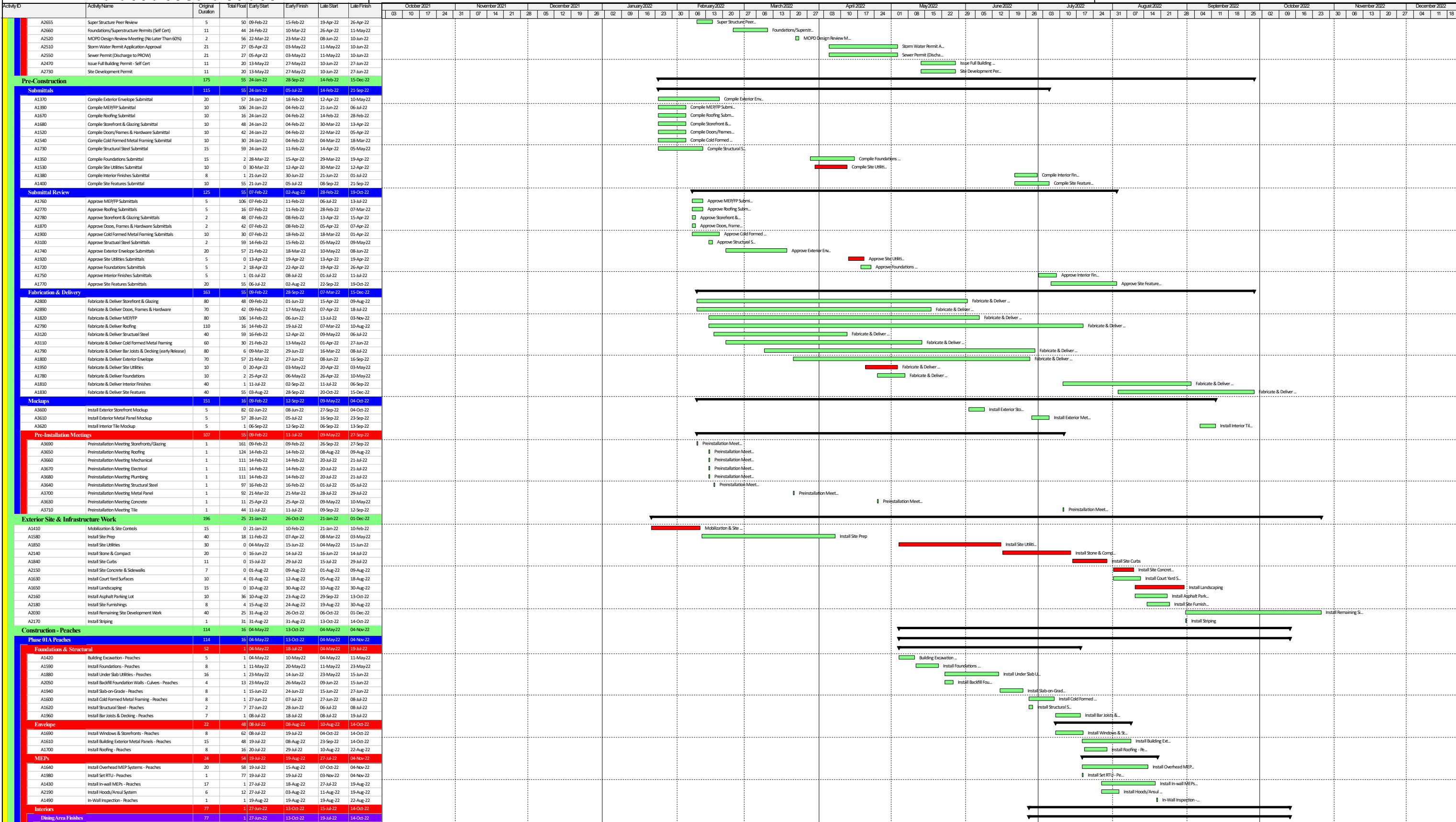
The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

EXHIBIT #6

Design Build Schedule

(Reminder of page intentionally left blank)





Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

Page 3 of 3

21-Sep-21

EXHIBIT #7

MBE/WBE Preliminary Information
(to be completed in subsequent Amendment)

(Reminder of page intentionally left blank)



OFFICE OF CONTRACT COMPLIANCE

LISA ALEXANDER

DEPUTY DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

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16th District

SEAN M. MORRISON

17th District

June 15, 2021

Mr. Nosa Ehimwenman, President
The Bowa Group, Inc.
7050 S. Stony Island
Chicago, IL 60649

Re: Annual Certification Expires: June 15, 2022

Dear Mr. Ehimwenman:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **June 15, 2025**; however, you must re-validate your firms' certification annually. We are in receipt of your request for an expansion of the area of specialty as a Cook County certified **MBE** by Cook County Government.

As a result of our review of your expansion request and supporting documentation, an expansion of Certification is hereby granted to include **Contractor: Drywall, Flooring, Finish Carpentry, Fencing, and Framing; Installation: Building Fixture(s) and Fitting(s); and Partition(s)**. As a condition of continued Certification, you must file a No Change Affidavit within sixty (60) days prior to the date of your annual certification expiration of **June 15, 2022**.

Your firm's name will be listed in Cook County's Directory of Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs in the area(s) of specialty:

Construction: General Contractor - Commercial, Institutional & Residential Building Construction; Construction Management; Contractor: Drywall, Flooring, Finish Carpentry, Fencing, and Framing; Installation: Building Fixture(s) and Fitting(s); and Partition(s)

Your participation on County contracts will be credited toward **MBE** goals only in your area of specialty. Credit for participation in other areas of specialty requires an expansion of your current Certification. Requests for expansion must be submitted to this office along with all documentation necessary to establish the firm's experience or ability to perform in the additional area of specialty.

As a condition of continued Certification, you must file a **"No Change Affidavit" within sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Mr. Nosa Ehimwenman, President
The Bowa Group, Inc.
June 15, 2021
Page 2

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

A handwritten signature in black ink that reads "Lisa Alexander". The signature is written in a cursive, flowing style.

Lisa Alexander
Contract Compliance Deputy Director

LA/lar



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUN 13 2017

Mr. Firmin Senga
Senga Architects, Inc.
355 N. Laflin #206
Chicago, IL 60607

Dear Firmin Senga:

We are pleased to inform you that **Senga Architects, Inc.**, has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **5/31/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **5/31/2018, 5/31/2019, 5/31/2020, and 5/31/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **5/31/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **3/31/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

541310 – Building Architectural Design Services

337212 – Custom Design interiors (i.e., coordinated furniture, architectural woodwork, fixtures, manufacturing)

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/cm





TONI PRECKWINKLE

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OFFICE OF CONTRACT COMPLIANCE

Lisa Alexander

DEPUTY DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

August 11, 2021

Mr. Michael Sutton
President
Infrastructure Engineering, Inc. PC
1 South Wacker Drive
Ste. 2650
Chicago, IL 60601

Re: Annual Certification Expires: August 11, 2022

Dear Mr. Sutton:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** Cook County Government. This certification is valid until **August 11, 2026**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during this five (5) year term, you must file a **"No Change Affidavit"** within sixty (60) business days prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

PROFESSIONAL SERVICES: LICENSED ENGINEERING SERVICES

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran and People with Disabilities Business Enterprise Programs.

Sincerely,

Lisa Alexander

Lisa Alexander

Deputy Director, Office of Contract Compliance

LA/ew

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Rubinos & Mesia Engineers, Inc., DBA RME
OWNER	Mr. Dipak S Shah
ADDRESS	200 S. Michigan Ave. - STE 1500 Chicago, IL 60604-3607 [map]
PHONE	312-870-6600
FAX	312-663-1473
EMAIL	Dshah@RME-i.com
ETHNICITY	Asian American

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	9/28/2017
RENEWAL DATE	8/1/2018
EXPIRATION DATE	8/1/2018
CERTIFIED BUSINESS DESCRIPTION	NAICS 541310 Architectural (except landscape) services NAICS 541330 Civil engineering services NAICS 541330 Construction engineering services NAICS 541330 Engineering consulting services NAICS 541330 Engineering design services NAICS 541340 Drafting services

Commodity Codes

Code	Description
NAICS 541310	Architectural (except landscape) services
NAICS 541330	Civil engineering services
NAICS 541330	Construction engineering services
NAICS 541330	Engineering consulting services
NAICS 541330	Engineering design services
NAICS 541340	Drafting services

Certified Profile

CLOSE WINDOW 

Additional Information

WARD	42
COMMUNITY AREA	32 Loop

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Bailey Edward Design, Inc., DBA Bailey Edward A/E/C
OWNER	Ellen Dickson
ADDRESS	35 East Wacker Drive Suite 2800 Chicago, IL 60610-2308 [map]
PHONE	312-440-2300 Ext. 4017
FAX	312-440-2303
EMAIL	registrations@baileyedward.com
ETHNICITY	Caucasian

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	2/10/2022
RENEWAL DATE	2/1/2023
EXPIRATION DATE	2/1/2027
CERTIFIED BUSINESS DESCRIPTION	NAICS 541310 Architectural (except landscape) services NAICS 541330 Engineering services NAICS 541340 Blueprint drafting services NAICS 541350 Building inspection services NAICS 541410 Interior design services NAICS 541611 Administrative Management and General Management Consulting Services

Commodity Codes

Code	Description
NAICS 541310	Architectural (except landscape) services
NAICS 541330	Engineering services
NAICS 541340	Blueprint drafting services
NAICS 541350	Building inspection services

Certified Profile

CLOSE WINDOW 

Additional Information

WARD	42
COMMUNITY AREA	32 Loop
QUALIFIED INVESTMENT AREA	No



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17th District

OFFICE OF CONTRACT COMPLIANCE

Nicole Mandeville

DIRECTOR

69 W. Washington, George Dunne Building, Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

March 18, 2022

Samuel Vela

Virtual Energy Solutions, Inc.

444 W Lake St., Suite 1700

Chicago, IL 60606-5176

Re: Cook County VBE/MBE Certification Extension

Dear Mr. Vela:

Please be advised that your status as a certified ***Veteran Business Enterprise (VBE) and Minority Business Enterprise (MBE)*** has been extended until May 18, 2022.

This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents, if requested.

This **Certification Extension** does not guarantee continued eligibility in Cook County's **MBE/WBE/VBE/SDVBE** Program.

In responding to procurement opportunities, as evidence of your current certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Robin LaBranche (312) 603-7537.

Sincerely,

Robin LaBranche

Robin LaBranche

Administrative Analyst I

Office of Contract Compliance

69 W. Washington St., Suite 3000

Chicago, IL 60602

312-603-7537 - Phone

robin.labranche@cookcountyil.gov

website:www.cookcountyil.gov/contractcompliance



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PRESIDENT

**Cook County Board
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17th District

OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

March 19, 2021

Mr. Samuel Vela

President

Virtual Energy Solutions, Inc. dba VES

444 West Lake Street

Chicago, IL 60606

Re: Annual Certification Expires: March 19, 2022

Dear Mr. Vela:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise/Veteran-owned Business Enterprise (MBE/VBE)**, by Cook County Government. This certification is valid until **March 19, 2022**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a "**Recertification Affidavit**" **within sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE/VBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**PROFESSIONAL SERVICES: ENGINEERING SERVICES
CONSULTING: ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION**

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

Edward H. Olivieri

Contract Compliance Director

EHO/ew



OFFICE OF CONTRACT COMPLIANCE

Nicole Mandeville

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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16th District

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17th District

September 24, 2021

Ms. Renee Doktorczyk
ArchiTech Consulting, Inc.
800 East Northwest Highway, Suite 208
Mount Prospect, IL 60056-3457

Annual Certification Expires: September 24, 2022

Dear Ms. Doktorczyk:

We are pleased to inform you that **ArchiTech Consulting, Inc.** has been certified as a **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **September 24, 2022**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during this five (5) year term, you must file a "**Re-Certification Affidavit**" **within sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Licensed Professional Services: Architectural Services

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

Lisa Alexander

Lisa Alexander, MCA
Deputy Director

LA/rl



DEPARTMENT OF PROCUREMENT SERVICES

OCT 24 2019

CITY OF CHICAGO

Michelle Halle Stern
The Green Facilitator, Inc.
3903 N. Keeler Ave.
Chicago, IL 60641

Dear Ms. Stern:

We are pleased to inform you that **The Green Facilitator, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **10/01/2024**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **10/01/2020, 10/01/2021, 10/01/2022, and 10/01/2023**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **10/01/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **08/01/2024**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities in the specialty area(s) of:

NAICS Code(s):

541611 – Administrative and General Management Consulting Services

Specializes in providing consultation services to design firm professionals.

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/kr

EXHIBIT #8

Schedule B – Joint Venture Affidavit and Joint Venture Agreement

NOT APPLICABLE FOR THIS AGREEMENT

(Reminder of page intentionally left blank)

EXHIBIT #9

EEO and Workforce Requirements
(to be completed in subsequent Amendment)

(Reminder of page intentionally left blank)

DESIGN-BUILDER

EEO AND WORKFORCE REQUIREMENTS

A. EEO Workforce Requirements Purpose Statement

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established Equal Employment Opportunity (EEO) workforce requirements for this Project.

Design-Builder shall reference the prescribed formula below to inform the amount of participation the Design-Builder achieves; this formula will also inform the amount of damages the Design-Builder will be assessed at the end of the Project, for failing to meet these EEO and Workforce requirements. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Design-Builder to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

1. EEO and Workforce Calculations

Line 1.	TOTAL of the Design Phase Services and Cost of the Work of the GMP Project Cost Proposal Cost Form	<u>TBD</u>
Line 2.	Percentage of the total Journeyworkers hours required to be worked by Minority Journeyworkers during construction of the project.	<u>60%</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	_____
Line 4.	Percentage of total Apprentice hours required to be worked by Minority Apprentices during construction of the project.	<u>40%</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	_____
Line 6.	Percentage of the total Laborer hours required to be worked by Minority Laborers during construction of the project.	<u>50%</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	_____
Line 8.	Percentage of total Journeyworker hours required to be worked by Female Journeyworkers during the construction of the project.	<u>2%</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	_____
Line 10.	Percentage of total Apprentice hours required to be worked by Female Apprentices during construction of the project.	<u>1%</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	_____
Line 12.	Percentage of the total Laborer hours required to be worked by Female Laborers during construction of the project.	<u>1%</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	_____

DESIGN-BUILDER

EEO AND WORKFORCE REQUIREMENTS

2. City of Chicago Resident Employment

The specific City of Chicago Resident Employment Goal for this Project:

50%

"City of Chicago Residents" means persons domiciled within the City of Chicago. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

3. Community Hiring Bounties

The specific Community Resident Employment Goal for this Project:

15%

(See EXHIBIT 10 Community Area Map) "Community Hiring Resident" means persons domiciled within the "Community Area Map" as defined in Agreement.

Bonuses: In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

a. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers, all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.

b. In calculating the hours worked by minority and women apprentices, all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

4. Reporting

In accordance with this commitment, the Design-Builder must submit certified payroll in our electronic system and provide information for the Design-Builder's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Design Builder's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

5. Liquidated Damages

The Design-Builder hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments on Lines 2, 4, 6, 8, 10, and 12 of the EEO and Workforce Calculations covering minority and female journeyworkers, apprentices, and laborers respectively, the following shall apply.

DESIGN-BUILDER

EEO AND WORKFORCE REQUIREMENTS

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the EEO and Workforce Calculations equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Design-Builder and the GMP modified accordingly:

- a. For each full one (1%) percent deficiency of minority journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 04}{100}$$

Each one (1%) percent deficiency toward the goal for female journeyworkers (Line 8) shall be calculated in the same way.

- b. For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 03}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 01}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

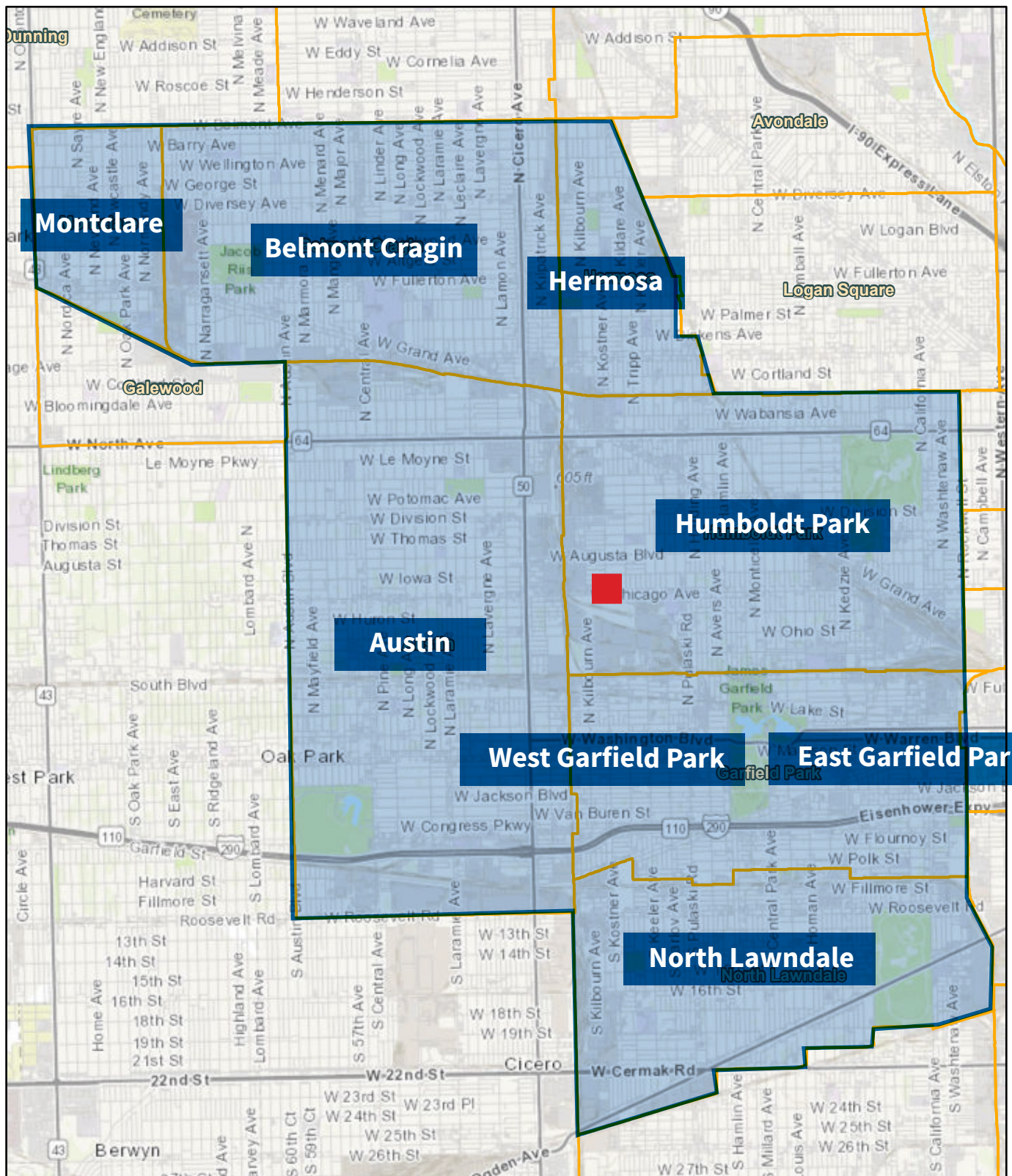
- d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order or revised GMP for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.

- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Design-Builder, then Design-Builder must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

EXHIBIT #10

Community Area Map

(Reminder of page intentionally left blank)



Joint Public Safety Training Campus Phase 02

- Joint Public Safety Training Campus
- Community Areas

EXHIBIT #11

Legal Actions

(Reminder of page intentionally left blank)

FORM G – LEGAL ACTIONS

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. Incomplete supplemental information may deem your response non-responsive.

QUESTIONS	Yes	No
Has the firm or joint venture been issued a notice of default on any contract awarded to it in the last 3 years? If so, please provide explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or joint venture been issued a notice to cure on any contract awarded to it in the last 3 years? If so, please provide explanation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages for time, or other), arbitration proceedings or suits pending or outstanding against the firm or joint venture or its officers? If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the past 3 years has the firm or joint 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 joint 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 joint 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 joint 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 – EEO liquidated damages)? If so, please provide explanation including the project, agency, and dollar amount.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it? (ie..not met Milestones, Substantial Completion)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXHIBIT #12

Disclosure Affidavit

(Reminder of page intentionally left blank)

FORM C – 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 Nosa Ehimwenman, as President & CEO
Name Title

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

RESPONDENT			
Name of Firm:	Bowa Construction		
Address:	7050 S. Stony Island Ave.		
City/State/Zip:	Chicago, IL 60649		
Telephone:	312.238.9899	Facsimile:	603.388.1071
FEIN:	27-1197421	SSN:	
Email:	nehi@bowaconstruction.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

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

FORM C – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		IL
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, IL 60649	
Telephone:	312.238.9899	
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)		
Name	Title	
Nosa Ehimwenman	President & CEO	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)		
Name	Address	Ownership Interest Percentage
Nosa Ehimwenman	5349 Maryland Ave., Chicago, IL 60616	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

FORM C – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input 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

FORM C – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

FORM C – 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 subcontract 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.

FORM C – 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.

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.

FORM C – DISCLOSURE AFFIDAVIT

- 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

Nosa Ehimwenman

Name of Authorized Officer (Print or Type)

President & CEO

Title

312.238.9899

Telephone Number

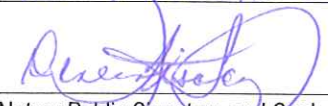
State of ILLINOIS

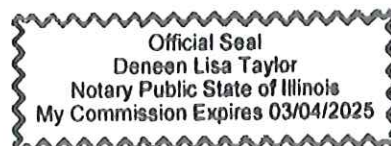
County of COOK

Signed and sworn to before me on this 10 day of AUGUST, 2021 by

NOSA EHIMWENMAN (Name) as PRESIDENT & CEO (Title) of

BOWA CONSTRUCTION (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



FORM D – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor 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 Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: DB for JPSTC Phase 1A
 - a. Description of goods or services to be provided under Contract
Construction contract
2. Name of Contractor: Bowa Construction
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
Check here if no such persons have been retained or are anticipated to be retained: ☒

Retained Parties:


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

FORM D – DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- 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 Contractor's participation in the contract or other transactions with the Commission.
 - If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
 - 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 Contractor 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 Contractor and that the information disclosed herein is true and complete.

The Contractor also 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.

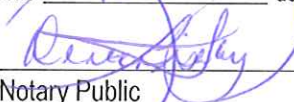

Signature

8/10/21
Date

Nosa Ehimwenman
Name (Type or Print)

President & CEO
Title

Subscribed and sworn to before me
this 10 day of AUGUST, 2021 (SEAL)


Notary Public

Commission expires: 3/4/2025

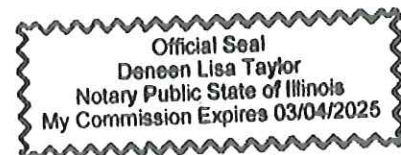


EXHIBIT #13

Disclosure of Retained Parties

(Reminder of page intentionally left blank)

FORM D – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor 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 Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: PBC JPSTC PHASE 01A
 - a. Description of goods or services to be provided under Contract
Design-Build Services
2. Name of Contractor: BOWA Construction
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
Check here if no such persons have been retained or are anticipated to be retained: X

Retained Parties:

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

FORM D – DISCLOSURE OF RETAINED PARTIES

4. The Contractor 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 Contractor's participation in the contract or other transactions with the Commission.
- b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission 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 Contractor 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 Contractor and that the information disclosed herein is true and complete.

The Contractor also 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.



Signature

12/14/2021

Date


Nosa Ehimwenman

Name (Type or Print)

President & CEO

Title

Subscribed and sworn to before me
this 14th day of Dec., 20 21 (SEAL)



Notary Public

Commission expires:



EXHIBIT #14

Licenses and Certifications

(Reminder of page intentionally left blank)

CITY OF CHICAGO

LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME:

The Bowa Group Inc.

PRINTED ON:

01/17/2020

DBA:

AT:

The Bowa Group

7050 S. STONY ISLAND AVE., Floor GROUND
CHICAGO, IL 60649

LICENSE NO.:

CODE:

FEE:

LICENSE:

2308500

1010

\$****250.00

Limited Business License

Includes: Commercial Construction;

PRESIDENT:Nosa Ehimwenman

SECRETARY:Nosa Ehimwenman

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREOF, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW, LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF:

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 15 DAY OF FEBRUARY, 2020

EXPIRATION DATE: February 15, 2022

ATTEST:

Lori E. Lightfoot

Anna M. Valencia

ACCOUNT NO.

387966

SITE MAYOR

TRANS NO.

CITY CLERK

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

THE BOWA GROUP INC
7050 SOUTH STONY ISLAND AVENUE
CHICAGO IL 60649

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC111260

CERTIFICATE NUMBER : GC111260-3

FEE: \$ 2000

DATE ISSUED: 07/30/2021

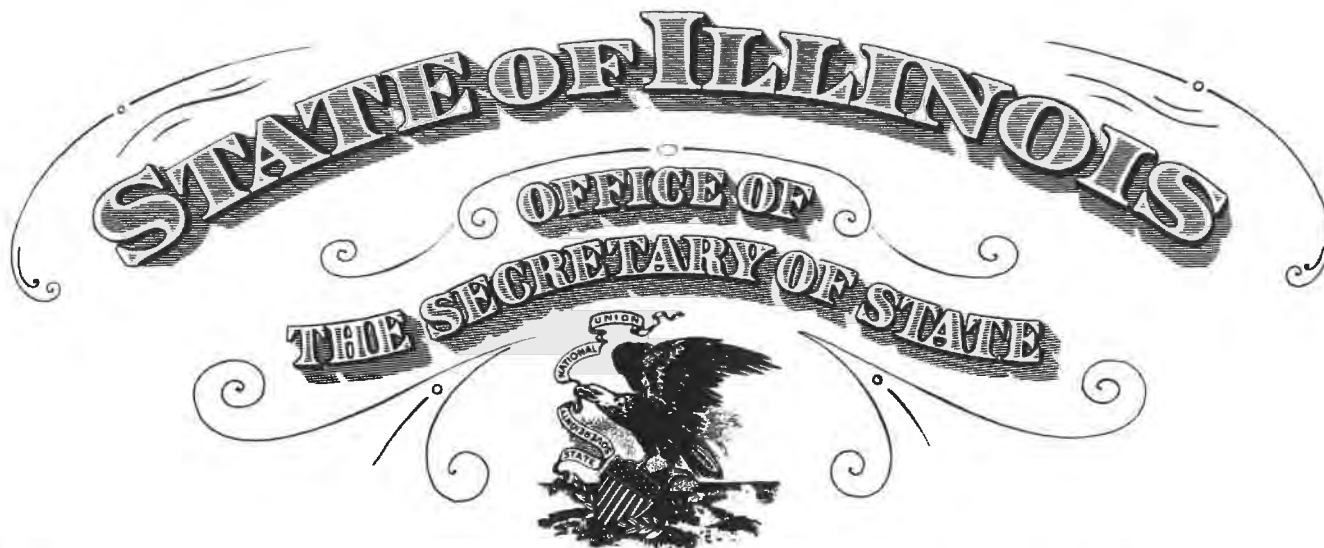
DATE EXPIRES: 08/09/2022

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Lori E Lightfoot
Mayor

Matthew Beaudet
Commissioner



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE BOWA GROUP INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 25, 2009, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 18TH day of OCTOBER A.D. 2017 .

Jesse White

SECRETARY OF STATE



Illinois Department of Financial and
Professional Regulation

Lookup Detail View

Contact

Contact Information

Name	City/State/Zip	DBA / AKA
LYNNE R SORKIN	GLENVIEW, IL 60026	

License

License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
001016722	LICENSED ARCHITECT	ACTIVE	12/29/1997	11/13/2020	11/30/2022	N

Generated on: 12/15/2021 4:51:14 PM

From: [Cory Verbeek](#)
To: [Cory Verbeek](#)
Subject: FW: Notice of Award - Design-Build Services for Joint Public Safety Training Campus Phase 01A - Outlot Restaurant Area: PS3055
Date: Wednesday, December 15, 2021 10:21:47 AM
Attachments:

From: Jason Klinker <jasonklinker@fgmarchitects.com>
Sent: Tuesday, December 14, 2021 5:23 PM
To: Cory Verbeek <cverbeek@thebowagroup.com>

Lookup Detail View

Contact

Contact Information

Name	City/State/Zip	DBA / AKA
JASON N KLINKER	CHICAGO, IL 60613	

License

License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
001023075	LICENSED ARCHITECT	ACTIVE	07/22/2015	09/17/2020	11/30/2022	N

Generated on: 12/14/2021 5:21:43 PM



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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 882210



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EXHIBIT #15

Fee Wavier

(Reminder of page intentionally left blank)



EXHIBIT C
FEE WAIVER

City of Chicago



O2016-8630

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	12/14/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Waiver of building and facility-related permit and license fees for Public Building Commission
Committee(s) Assignment:	Committee on Finance



Fin

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 14, 2016

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith an ordinance extending a fee waiver for the Public Building Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Pursuant to Section 2-8-065(c)(1) of the Municipal Code of Chicago ("Code"), the appropriate city departments are hereby authorized and directed to waive, in full, all permit fees, license fees, plan review fees and on-site inspection fees, including, but not limited to, demolition permits, sprinkler system permits, public way use permits, elevator permits and permits for work affecting parkway trees and shrubs, otherwise required to be paid by the Public Building Commission of Chicago ("PBC"), a governmental entity, in connection with the construction, repair, alteration, renovation, rehabilitation and maintenance of buildings, land, parks and other facilities owned by the below-named governmental entities and done by the PBC for the below-named governmental-entity clients of the PBC:

City of Chicago, including the Chicago Public Library
Chicago Public Schools
Chicago Park District
Chicago Infrastructure Trust, but only for projects of the above-named governmental entities

Provided, however, that the fee waivers authorized under this section shall not apply in connection with any monies owed by the City to any third party for any service provided to the City by such third party under the department of building's developer services program or under any other city program.

Provided further, that the fee waivers authorized under this section shall be used exclusively to carry out the PBC's statutory and corporate purpose(s) in connection with work done by the PBC for the above-named governmental-entity clients of the PBC. As a continued condition to the grant of this waiver, all work requiring the submission of plans shall be done in accordance with plans submitted to and approved by the appropriate city department; all required permits and licenses shall be obtained; and said building, land, parks and facilities, and all appurtenances thereto, shall be constructed and maintained in compliance with the applicable provisions of this Code and any rules and regulations duly promulgated thereunder.

SECTION 2. The PBC shall submit to the Office of Budget and Management ("OBM"), on a quarterly basis, a written report summarizing the number and type of fee waivers granted to the PBC under Section 1 of this ordinance, and the amount of each fee so waived. Such written report shall be submitted in a manner and form acceptable to OBM.

SECTION 3. This ordinance shall take full force and effect upon its passage and approval; shall be retroactive until January 1, 2017; and shall be in force until December 31, 2019.

EXHIBIT #16

City of Chicago Muti-Project Labor Agreement

(Reminder of page intentionally left blank)

CITY OF CHICAGO

MULTI- PROJECT LABOR AGREEMENT

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.
5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.
6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.
9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.
11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
 - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
 - b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.
 - c.) If no settlement agreement is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.
12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.
13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be

directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.
16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including

the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".
18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.
19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of _____

(Insert Name of Labor Organization)

Its Duly Authorized Officer

APPENDIX "A"

AREA-WIDE COLLECTIVE BARGAINING AGREEMENT(S)

Chicago & Cook County Building and Construction Trades Council

150 North Wacker Drive - Suite 1850 • Chicago, Illinois 60606 • Phone 312-372-2049 • Fax 312-372-7342

Officers

Thomas P. Villanova
President
Frank O'Loe
Secretary-Treasurer

Robert R. Boskovich
Vice-President
James Allen
Trustee

Terrence P. Fitzmaurice
Vice-President
James Buchanan
Trustee

Brian Glynn
Vice-President
Rocco Terranova
Trustee

James T. Sullivan
Vice-President
Frank Tallora
Sergeant At Arms

Artisaned Trades, Architectural Ironworkers, Boilermakers and Helpers, Bricklayers and Stone Masons, Bridge and Structural Ironworkers, Carpenters, Dock and Pier Men, Millmen, Millwrights, Resilient Floor Coverers, Pile Drivers, Shipwrights and Fitters, Cement Masons, Ceramic Tile Layers & Terrazzo Workers, Terrazzo Finishers and Granite Cutters, Construction Machinists, Electricians, Elevator Constructors, Glaziers, Architectural Metal & Glass Workers, Heat & Frost Insulators, Hoisting and Portable Operating Engineers and Oilers, Laborers, Pavers, Tunnel and Sewer Miners, Welders, Machinery Mechanics and Riggers, Painters and Allied Trades, Plasterers, Pipefitters, Plumbers, Painters, Building Cleaners and Caulkers, Sheet Metal Workers, Sign and Bulletin Board Hangers, Sprinklerfitters, Technical Engineers, Roofers and Waterproofers, Teamsters, Excavating, Grading & Asphalt.

APPENDIX "B"
STANDARD AGREEMENT

APPENDIX "B"

**JOINT CONFERENCE BOARD
STANDARD AGREEMENT
2/1/10 – 5/31/15**

**Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council**

**The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board**

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010

Expiration Date: MAY 31, 2015

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PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing by the trades involved in the dispute, the trades and contractors shall meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48) hours of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be

subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 - At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph I - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.
- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2015 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed
at Chicago, Illinois this 15th day of February, 2010.

CONSTRUCTION EMPLOYERS'
ASSOCIATION



BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL



BY Thomas Villanova

APPENDIX "C"

JOINT APPRENTICESHIP AND TRAINING PROGRAM INITIATIVE

SUPPLEMENTAL ADDENDUM WITH CPS

APPENDIX "C"

CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, schoolchildren and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in

excess of \$10,000.00; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$10,000.00 or under.
5. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.
6. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall expire on June 30, 2005 unless extended by mutual agreement of the parties but shall also extend until the completion of any work initiated pursuant to the agreement prior to June 30, 2005.
- 9.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
- b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.
10. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
 - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.
 - b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.

- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof

11. This Agreement shall be incorporated into and become part of the collective bargaining agreements between unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement attached hereto, the terms of this Agreement shall supersede and prevail.
12. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 13.a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom can be directed problems which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.
- b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is

conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

Dated this 27 day of DEC., 2001, in Chicago, Illinois.

BOARD OF EDUCATION FOR THE CITY OF CHICAGO

Attest:

By: [Signature]

Its: [Signature]

Marilyn F. Johnson, General Counsel

[Signature]
Secretary

Labor Organization: BOILERMAKERS UNION LOCAL #ONE

Address: 2911 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: (773) 247-5225

By: [Signature]

Its: BUS. MGR. / SEC. TREASURER

**SUPPLEMENTAL AGREEMENT TO THE
PROJECT LABOR AGREEMENT
REGARDING EDUCATION TO CAREERS PROGRAMS
July 1, 2005**

The Chicago Board of Education ("Board") and the signatory labor organizations ("Unions") to the Project Labor Agreement hereby agree, as follows:

1. Notwithstanding any existing agreement, the Board may use non-paid volunteers or parents and paid or unpaid students for in-school projects, specifically, projects such as the Student Business Enterprise, or any other similar education-related programs.
2. Each Union will establish a goal that at least 25% of its apprenticeships, interns or other construction-related work opportunities annually will be composed of persons who graduated from the Chicago Public Schools ("CPS.") In order to meet such goals, each and every Union will promptly examine its processes, including, but not limited to, its application and testing procedures and locations, in order to facilitate availability to apprenticeship programs by CPS graduates.
3. The Unions will cooperate with the Board's Department of Education to Careers ("ETC") with respect to establishing programs to facilitate participation in the Union's apprenticeship programs. Cooperation by the Unions includes the following:
 - A. Provided the Unions are otherwise accepting applications, the Unions collectively will hold four Apprenticeship Application Seminars at which they will arrange for CPS students to fill out actual applications for Union apprenticeship programs. These Application Seminars will be held quarterly, starting in November and every three months thereafter: February, May and August. For those apprentice programs whose Department of Labor, Bureau of Apprenticeship standards only allow for application at a specific site then transportation will be provided to that site by the CPS on the day of the Apprentice Application seminar. The Unions will continue to inform ETC of testing dates and application acceptance periods.
 - B. The Unions will establish a teacher in-service at which the various Unions will instruct CPS teachers on how students may be accepted into their various programs. Such programs will include industry updates and hands-on training. The Unions will host two construction teacher meetings per year.
 - C. Each relevant trade will review curriculum and suggest improvements.

- D. ~~The Unions will facilitate students visiting the trade Unions and permit a demonstration at Apprenticeship Training Facilities for students.~~
- E. Each Joint Apprenticeship Training Committee will report yearly to ETC the following:
- Total number of apprenticeship applications received
 - Total number of CPS apprenticeship applications received
 - Total number of individuals accepted into the apprenticeship program
 - Total number of CPS graduates accepted over and under the age of 23 into the apprenticeship program
 - Total number of graduates of the apprenticeship program
 - Total number of CPS graduates of the apprenticeship program
- F. The Unions will continue to speak at CPS schools; will host field trips; will work with CISCO to educate students about opportunities in the trades; and, will facilitate participation by the Apprenticeship Programs yearly in CISCO's Hands-On Fair for CPS.
- G. The CBTC and CPS will work cooperatively through the ETC construction programs and ACE Tech to facilitate the above efforts and any others which will enhance the participation of CPS students in Building Trade Apprenticeship Programs, internships and other work opportunities.
4. In the event the Board initiates incentive efforts with Contractors to hire and retain CPS graduates in apprenticeship programs, ETC will so advise the Unions and the Unions will cooperate in such efforts.
5. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

The cost of the arbitrator shall be equally split between the Board and the participating Union.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Ester H. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/23/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Iron Workers Local 63

Address: 2525 West Lexington

City, State, Zip Code: Broadview, IL 60155

Telephone Number: 708-344-7727

By: Roy V.
Its: Financial Secretary/Treasurer/Business Manager

By: Michael W. Scott
Its: President

Attest:

Ester H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. *6-23-05*
Patrick J. Rocks, Jr., General Counsel

Labor Organization: TEAMSTERS LOCAL UNION NO. 731


Address: 1000 BURR RIDGE PARKWAY STE. 300

City, State, Zip Code: BURR RIDGE, IL 60527

Telephone Number: (630) 887-4100

By: Terrence J. Hancock
Its: PRESIDENT TERRENCE J. HANCOCK

Estela H. Beltran 6/30/05
Secretary


Patrick J. Rocks, Jr., General Counsel

By: Frank W. Tolan
Its: FST/BM

By: Michael W. Smith
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 MCCLINTOCK DRIVE #300

City, State, Zip Code: BURR RIDGE, ILL 60527

Telephone Number: 630 655-8289

By: John P. Conway
Its: BUSINESS MANAGER

By: Michael W. Scott
Its: President

Attest:

Estela M. Betham 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

7/1/05

Labor Organization: Chicago Regional Council of Carpenters

Address: 12 E. Erie Street

City, State, Zip Code: Chicago, IL 60611

Telephone Number: 312-951-1527

By: Martin C. Finland
Its: President/Executive Secretary-Treasurer

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/30/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: Thomas M. O'Brien
Its: Business Manager

By: Michael W. Set
 Its: President

Attest:

Estela H. Beltran 6/30/05
 Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
 Patrick J. Rocks, Jr., General Counsel

Labor Organization: CHICAGO JOURNEYMEN PLUMBERS'
LOCAL UNION 130, U.A.

Address: 1340 WEST WASHINGTON BOULEVARD

City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312/421-1010

By: James J. Sullivan
 Its: BUSINESS MANAGER

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. *PK*
Patrick J. Rocks, Jr., General Counsel *6/30/05*

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. McLaughlin
Its: Business Mgr.

By: Michael W. Scott
Its: President

Attest:

Entela H. Belcher 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 7/1/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Int'l. Assn. of Machinists and Aerospace Workers
Local Lodge 126

Address: 120 E. Ogden Ave., 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: (630) 655-1930

By: Thomas J. Faul
Its: Directing Business Representative

By: Michael W. Sweet
Its: President

Attest:

Estelle H. Belton 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: International Union of Operating Engineers
Local 150, AFL-CIO

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 482-8800

By: James M. Sweeney James M. Sweeney
Its: Vice President

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

JMR
6/23/05

Labor Organization: Blacklayers Local 21

Address: 1950 W. 43RD ST

City, State, Zip Code: CHGO IL 60609

Telephone Number: 773 650 1849

By: Ken Olsen
Its: PRESIDENT

By: Michael W. Sad
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: PIPEFITTERS L. U. 597

Address: 45 N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan.
Its: BUSINESS MANAGER

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltian 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: BOILERMAKERS LOCAL # ONE

Address: 2941 ARCHER AVE.

City, State, Zip Code: CHICAGO, IL 60608

Telephone Number: 773 - 247-5225

By: John J. Sheenmont
Its: BUSINESS MANAGER

By: Michael W. Scott
Its: President

Attest:

Ester H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/30/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ceramic Tile, Terrazzo & Granite-Cutters Local No. 67

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]
Its: Business Manager

Dated this 30th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Painters' District Council #14

Address: 14516 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: Terrance P. Felt
Its: _____

By: Michael W. Scott
 Its: President

Attest:

Evelyn H. Beltran 6/30/05
 Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
 General Counsel

Labor Organization: Sheet Metal Workers' Local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 408 444-0073

By: Stanley F. Karayash
 Its: _____

By:
Its:Michael W. Scott
President

Attest:

Estate H. Beltan 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General CounselLabor Organization: Roofers' Union Local No. 11Address: 9838 W. Roosevelt RoadCity, State, Zip Code: Westchester, IL 60154Telephone Number: 708-345-0970

By:

Its:

Rick J. Math
Pres.

By: Michael W. Scott
Its: President

Attest:

Evelyn H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Pointers, Cleaners & Caulkers Local 52, II.

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By:

Its:

By: Michael W. Scott
Its: President

Attest:

Estelle H. Beltran 6/30/05
Secretary
Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/30/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: IBEW, LOCAL 134

Address: 600 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60661

Telephone Number: (312) 454-1340

By: Michael Fitzgerald
Its: Business Manager

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0627-EX22

Patrick J. Rocks, Jr. 6-27-05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Heat & Frost Insulators-Local 17

Address: 3850 S. Racine Avenue

City, State, Zip Code: Chicago, IL 60609

Telephone Number: 773 247-8184

By: David Higgins
Its: _____

By: Michael W. Scott
Its: President

Attest:

Etila H. Beltian 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Cement Masons' Union Local #502

Address: 739 South 25th Avenue

City, State, Zip Code: Bellwood, IL 60104

Telephone Number: 708-544-9100

By: Donald H. Mann Sr.
Its: President

By: Michael W. Scott
Its: President

Attest:

Estela H. Beltran 6/30/05
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 7/11/05
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Iron Workers Local Union #1

Address: 7720 Industrial Drive

City, State, Zip Code: Forest Park, IL 60130

Telephone Number: 708-366-6695

By: Robert Backover
Its: _____

EXHIBIT #17

Guaranteed Maximum Price (GMP) Project Cost Proposal/Cost Form

(Reminder of page intentionally left blank)

JPSTC: Phase 1A – Outlot Restaurant Area

Guaranteed Maximum Price (GMP) Project Cost Proposal Cost Form

PS3056

Description	Cost
1. General Conditions	<u>\$638,844.24</u>
2. Payment and Performance Bond & Insurance <div> <div>Payment and Performance Bond</div> <div>\$141,431.77</div> </div> <div> <div>Insurance</div> <div>\$141,431.77</div> </div>	<u>\$282,863.54</u>
3. Design Phase Services (including but not limited to services and deliverables associated with the following areas: architecture, engineering, LEED, commissioning, utilities, wayfinding, traffic, associated permitting as required; and coordination of the entitlement (Planned Development) process.	<u>\$1,022,575.00</u>
4. Cost of the Work Cost of Construction (including Pre-Construction Services, General Requirements, Building Construction, Site Development, and Utility Work within contract limits) + Owner Allowances + Design-Builder's Contingency + Commission's Contingency <div> <div>Cost of Construction*</div> <div>\$8,928,125.34</div> </div> <div> <div>Site Work Allowance</div> <div>\$200,000.00</div> </div> <div> <div>CCTV Allowance</div> <div>\$75,000.00</div> </div> <div> <div>Design-Builder's Contingency</div> <div>\$225,000.00</div> </div> <div> <div>Commission's Contingency (owner directed changes and unforeseen conditions)</div> <div>\$225,000.00</div> </div>	<u>\$9,653,125.34</u>
5. Design-Builder's Fee (percentage of the total value of Line 3 + Line 4) 5.98%	<u>\$638,406.88</u>
6. The GMP Project Cost for the design and construction of JPSTC: Phase 1A – Outlot Restaurant Area will be the added values of Lines 1 + 2 + 3 + 4 + 5.	<u>\$12,235,815</u>

*GMP Project Cost Proposal Cost Form may be adjusted based upon the actual costs of the Project. Any unused remaining and/or excess amounts for all categories and/or line items (1 – 6) including, but not limited to contingencies and allowances will be retained in the Project's Budget. In no event will the costs to design, construct, and deliver the Project exceed the GMP as more fully described in the Agreement.

Signature: _____

Date: _____

4/28/2022

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 107623616

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Bowa Construction

(Here insert full name and address or legal title of Contractor)

7050 South Stony Island Avenue, Chicago, IL 60649

as Principal, hereinafter called Contractor, and, Travelers Casualty and Surety Company of America

(Here insert full name and address or legal title of Surety)

One Tower Square, Hartford, CT 06183

as Surety, hereinafter called Surety, are held and firmly bound unto Public Building Commission

(Here insert full name and address or legal title of Owner)

50 W Washington Street, Room 200, Chicago, IL 60602

as Obligee, hereinafter called Owner, in the amount of Twelve Million Two Hundred Thirty Five Thousand Eight Hundred Fifteen Dollars and 00/100 Dollars (\$ 12,235,815.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, entered into a contract with Owner for

(Here insert full name, address and description of project) Outlot Restaurant Area, 4443 West Chicago Avenue Chicago, IL - Project No. 04000-01A

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under

the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 24th day of June, 2022.

ATTEST:

By:


(Witness)

Bowa Construction

(Principal)

(Seal)

By:



(Title)

WITNESS:

By:


(Witness)

Oscar F. Rincon

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:



(Title)

Peter S. Forker

Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

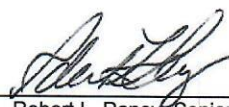
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS, Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **June**, **2022**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 24th day of June, 2022, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Travelers Casualty and Surety Company of America

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.





Notary Public in the State of Illinois
County of Cook

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 24th day of June, 2022.

ATTEST:

By: _____

(Witness)

Bowa Construction

(Principal)

(Seal)

By: _____

(Title)

WITNESS:

By: _____

(Witness)

Oscar F. Rincon

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: _____

(Title)

Peter S. Forker

Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS, Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **June**, 2022




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 107623616

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Bowa Construction

(Here insert full name and address or legal title of Contractor)

7050 South Stony Island Avenue, Chicago, IL 60649

as Principal, hereinafter called Principal, and, Travelers Casualty and Surety Company of America

(Here insert full name and address or legal title of Surety)

One Tower Square, Hartford, CT 06183

as Surety, hereinafter called Surety, are held and firmly bound unto Public Building Commission

(Here insert full name and address or legal title of Owner)

50 W Washington Street, Room 200, Chicago, IL 60602

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Twelve Million Two Hundred Thirty Five Thousand Eight Hundred Fifteen Dollars and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 12,235,815.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated

, entered into a contract with Owner

for

(Here insert full name, address and description of project) Outlot Restaurant Area, 4443 West Chicago Avenue Chicago, IL - Project No. 04000-01A

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

ACKNOWLEDGMENT BY SURETY


STATE OF Illinois }
County of Cook } ss.

On this 24th day of June, 2022, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Travelers Casualty and Surety Company of America

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.





Notary Public in the State of Illinois
County of Cook



**PUBLIC BUILDING
COMMISSION** of Chicago