

# PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NUMBER PS1498

WITH  
STR + NIA COLLABORATIVE

TO PROVIDE  
ARCHITECT OF RECORD SERVICES

FOR  
SOUTHWEST AREA HIGH SCHOOL  
VICINITY OF 77<sup>TH</sup> and HOMAN AVENUE  
CHICAGO, ILLINOIS  
PROJECT NUMBER 05140

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**Mayor Richard M. Daley**  
**Chairman**

Erin Lavin Cabonargi  
Executive Director

Richard J. Daley Center, Room 200  
50 West Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

PUBLIC BUILDING COMMISSION OF CHICAGO

EXECUTION PAGE

ARCHITECT OF RECORD  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

**THIS AGREEMENT** effective as of March 10, 2009, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **STR + NIA Collaborative** with offices at 350 West Ontario Street Suite 200 Chicago, Illinois 60654, (the "**Architect**"), at Chicago, Illinois.

**Background Information – Recitals:**

**Whereas**, **The Commission** on behalf of the Board of Education of the City of Chicago (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of the Southwest Area High School in Chicago, Illinois based on the scope in Schedule A attached to the Agreement (the "**Project**").

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

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

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

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

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

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

Richard M. Daley  
Richard M. Daley  
Chairman

Date: \_\_\_\_\_

Attest:

Edgwick Johnson  
Edgwick Johnson  
Secretary

Date: 5/19/09

ARCHITECT, STR + NIA COLLABORATIVE:

Jan Taniguchi  
Jan Taniguchi  
Principal

Date: 5/10/09

Anthony Akindele  
Anthony Akindele  
Principal

Date: 5/10/09

County of: Cook

State of: Illinois

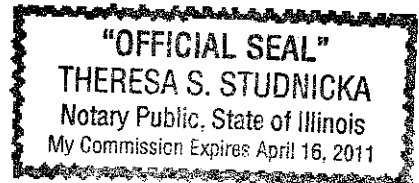
Subscribed and sworn to before me by Jan T. Taniguchi and Anthony Akindele on behalf of Architect this 6 day of MAY, 2009.

Theresa S Studnicka  
Notary Public

My Commission expires: (SEAL OF NOTARY)  
4-16-2011

Approved as to form and legality

Neal & Leroy, LLC  
Neal & Leroy, LLC



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

### Article II. DEFINITIONS AND USAGE

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

- (a) **Agreement.** This Agreement for Architect-of-Record Services, between the Commission and the Architect, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- (b) **Architect.** The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (c) **AOR's Estimate of Probable Construction Cost.** The Architect's professional opinion of the cost to necessary construct the Project and furnish all items required to complete the Project as described in the corresponding design phase Deliverables prepared by the Architect in accordance with the Agreement.
- (d) **Authorized Commission Representatives.** One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission
- (e) **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (f) **Construction Budget.** The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents to be prepared by the Architect in accordance with this Agreement. The Construction Budget does not include any payments made to the Architect or Commission Consultants or reimbursable expenses pursuant to Schedule D.
- (g) **Additional Services.** Additional services to be provided by the Architect for the Project pursuant to the provisions of Schedule A.
- (h) **Contract Documents.** All of the Contract documents for the construction and improvement of the Project including the Bidding Instructions, Standard Terms and Conditions for Construction Contracts, Technical Specifications, Drawings, Addenda, Bulletins and Modifications to those parts.
- (i) **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (j) **Deliverables.** The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Architect is required, under this Agreement, to provide to the Commission.
- (k) **Design Architect.** The Design Architect is the person retained by the Commission for the purpose of preparing the prototype and concept design documents for the Project.
- (l) **Key Personnel.** Those job titles and individuals identified in Schedule F.
- (m) **Project.** **Southwest Area High School**
- (n) **Project Schedule.** The Project Schedule will be provided to the Architect in CPM and/or summary bar chart form. The Project Schedule will represent the information in Book 1 of the Contract Documents approved by the Commission for the Project. The Project Schedule will clearly identify major activities within the Project, including each phase of planning, design and construction. The Architect must provide details of their pre-construction activities and will promptly notify the Authorized Commission Representative whenever there is an actual or projected variance to the Project Schedule.

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- (o) Record Documents. Drawings prepared by the Architect in an electronic editable format approved by the Commission showing significant changes in the work made during construction, based on marked-up prints, drawings, shop drawings and other data furnished by the Project's building contractor.
- (p) Services. Collectively, the duties, responsibilities and tasks that are necessary to allow the Architect to provide the Scope of Services required by the Commission under this Agreement.
- (q) Subconsultant or Subcontractor. Any person or entity hired or engaged by the Architect to provide any part of the Services required under the terms of this Agreement.
- (r) User Agency. The governmental agency or agencies identified in the Background Information that requested the Commission to undertake the construction and/or improvement of the Project.

### Section 2.02 Usage and Conventions

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

### Article III. INCORPORATION OF DOCUMENTS

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

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

### Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

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

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

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

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

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

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

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

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

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

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

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

**Section 4.11** Performance Standard.

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

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appropriately trained employees necessary for the Architect to perform the Services in the manner required by the Agreement.

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

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

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

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

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

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entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

### Article V. TERM

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

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

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

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

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

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



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

### Article VI. COMPENSATION OF ARCHITECT; REIMBURSEMENT FOR EXPENSES

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

### Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

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

- (a) **Information.** The Commission will provide the Architect all information reasonably required concerning the Commission's requirements for the Project and the Services.
- (b) **Review of Documents.** Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Architect and render decisions pertaining to them with reasonable promptness.
- (c) **Site Data.** To the extent the Commission determines to be necessary for the Architect to perform the Services, the Commission may furnish, or may authorize the Architect to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
  - (i) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.
  - (ii) A certified title.
  - (iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements
  - (iv) Title information as to restrictions, easements, zoning and deed restrictions.
  - (v) Information concerning availability of both public and service and utility lines. See Schedule A for more details.
  - (vi) If the Architect does procure these or any other services at the request of the Commission, the Architect shall not be liable for the substantive accuracy or completeness of such services, nor shall the Architect be vicariously liable for the procured services.
- (d) **Tests and Reports.** To the extent required for the Architect to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Architect to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See Schedule A for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Architect to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule D.
- (e) **Architect's Rights and Obligations with Respect to Commission-Provided Information ("CPI").** Architect may rely upon the CPI provided by the Commission as described in this Section 7.01, provided, however, that the Commission expects the Architect to review such CPI in detail and verify such CPI to the extent it may be reasonable and prudent for the Architect to do so for the proper performance of the Services under this Agreement. The Commission makes no warranties and representations with respect to the accuracy of the information provided. Architect must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Authorized Commission Representative. In the event that Architect believes that additional compensation is due to the Architect from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation if, and only if, Architect furnishes reasonable and appropriate evidence that Architect has met its obligation to review and verify the CPI.

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

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

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

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

### Article VIII. INDEMNIFICATION

**Section 8.01** Indemnification. The Architect must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, (including court costs and expert's fees) that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Architect's negligent performance or non-performance of the agreement or of any error or omission or negligent or willfully wrongful act of the Architect, or and any person employed by the Architect, or and any Subcontractor retained by the Architect in connection with this Project.

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

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, the Illinois Pension Code, or any other statute.

### Article IX. INSURANCE MAINTAINED BY THE ARCHITECT

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

### Article X. DEFAULT

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

- (a) Failure or refusal on the part of the Architect to duly observe or perform any obligation or agreement on the part of the Architect contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Architect by the Commission;
- (b) Any representation or warranty of the Architect set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- (c) The Architect becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Architect seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Architect's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
- (e) The Architect's material failure to perform any of its obligations under the Agreement, including any of the following:
  - (i) Failure due to a reason or circumstance within the Architect's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to Schedule C in this Agreement;
  - (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
  - (iv) Discontinuance of the Services for reasons within the Architect's reasonable control; or
  - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
  - (vi) The Architect shall have a ten day period to cure following written notice for the events of default listed here.
- (f) Any change in ownership or control of the Architect (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

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

### Article XI. CLAIMS AND DISPUTES

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

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

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

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

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

### Article XII. CONFIDENTIALITY

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

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

### Article XIII. ASSIGNMENT

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

### Article XIV. RELATIONSHIP OF PARTIES

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

### Article XV. GENERAL

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

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

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

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

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

**Section 15.06** Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Architect at

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their respective addresses set forth above, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Architect may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

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

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

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE A  
SCOPE OF SERVICES  
ARCHITECT OF RECORD  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

**A. General Requirements**

**I. Completion of Design of the Project**

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

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

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

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

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

**II. Project Site and Program Components**

The site is bounded by 75<sup>th</sup> Street to the North, 77<sup>th</sup> Street to the South, Spaulding Avenue to the East (new street construction), and Homan Avenue to the West (relocation and extension of existing street). The prototype building design is a 3-story, 209,160 square-foot facility consisting of steel framing, concrete with exterior masonry. The building is to function as the high school for the (5) Far South Community Area. Major programmatic components include music, art, and athletic functions. The site development will include all code- and ordinance-required amenities, including, but not limited to, improvements to the adjacent public rights of way, the relocation and extension of Homan Avenue and extension of Spaulding Avenue as well as a softball field, a baseball field, a football field and five (5) tennis courts.

**III. Term of this Agreement**

**Commencement Date of Services: May 5, 2009**

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

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### IV. Organization of the Services

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

### V. Responsibilities of the Architect in Performing the Services

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

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

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

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

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

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

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

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

### B. Requirements by Phase

#### **I. Part 1 – Design / Engineering for Site Preparation**

##### **A. Scope Development Phase**

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

1. Upon review of the Commission's Environmental Consultant's findings, develop a proposed Site Preparation scope of work coordinated with the geotechnical consultant findings and the proposed utility service connections into the new building. The site preparation design will include all work necessary to abate and demolish existing structures on the site, as well as to prepare the site both environmentally and geotechnically in order to implement the building construction and site development scope of work, including, but not limited to, the development of soil management strategies that will be subject to the review and approval of the Commission. The site preparation scope of work will also require the design of all utilities to be



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brought within 5 feet of the building perimeter. This proposed scope of work will be submitted to the Authorized Commission Representative for review and approval.

### B. Construction Documents Phase

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

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

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

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

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

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

### C. Bidding and Contract Administration Phase

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

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

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

### D. Closeout Phase

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

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

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

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

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

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

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

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### A. Schematic Design Phase

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Budget (comprised of the construction budgets for both Site Preparation and Building Construction scope of work).
2. Analysis of the requirements of the Project, including confirmation of the established conceptual design, the conditions of the site and the survey, and consultation with the Commission to establish the design, and the functionality and financial feasibility of the Project.
3. Facilitate and document a sustainable design charrette and follow up sessions with all subconsultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charrette is to confirm that the Project's target LEED™ rating of Silver is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.
4. Preparation of documents necessary to illustrate any required amendments to the public right of way.
5. As required, prepare Request for Clarification submittals for PBC or User Agency questions.
6. Preparation and presentation of Schematic Design options for the Project for review by the Commission and the User Agency. Preparation of schematic drawings and design studies (including materials) based upon analysis of Project requirements. Preparation of a general description of the scope of the Project, a preliminary estimate of construction costs ("AOR's Estimate of Probable Construction Costs").
7. Preparation of plans, elevations, sections, outline specifications and narratives, as required, to describe the architectural, structural, mechanical, plumbing, fire protection and electrical aspects of the selected design option for preparation of the AOR's Estimate of Probable Construction Costs.
8. In the event the AOR's Estimate of Probable Construction Costs exceeds the Construction Budget at the Schematic Design stage, the Architect will present one or more scope reduction alternatives, as directed by the Authorized Commission Representative, which can be delivered within the Construction Budget.
9. As required, review the Schematic Design documents along with necessary value engineering items, if any, with the Authorized Commission Representative and align the AOR's Estimate of Probable Construction Costs with the Construction Budget for the Project.
10. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, and Office of Emergency Management and Communications.
11. Conduct and prepare a code analysis package, including, but not limited to, the following components:
  - a) Occupancy classification
  - b) Construction type
  - c) Occupant load by area and floor
  - d) Travel distances
  - e) Accessibility
  - f) Exit types, units and widths
  - g) Plumbing fixture counts
  - h) Loading berths and parking requirements
  - i) Fire resistance requirements

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12. At the completion of Schematic Design Services, transmit two copies of the complete, and editable electronic version of the final milestone documents to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Schematic Design phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative.
13. Prepare and issue hard copies of the Schematic Design Drawings, Outline Specifications and Narratives to various stakeholders for the Schematic Design Milestone Review.
14. Schematic Design Phase Deliverables include:
  - a) Certification of Compliance with the Commission's Design Checklist.
  - b) Site Preparation Schematic Design Documents and Estimate of Probable Construction Cost (broken down by CSI division or other approved format);
  - c) Building Construction Schematic Design Documents and Estimate of Probable Construction Costs in the format provided in Exhibit X, attached hereto;
  - d) Sustainable Design Goals and target LEED checklist, including all LEED detail;
  - e) Stormwater analysis and management proposal;
  - f) Proposed Public Right of Way Amendment Plan;
  - g) Issuance of a zoning analysis package;
  - h) Issuance of a code analysis package;
  - i) Provide an initial utility coordination and public infrastructure plan;
  - j) Provide an initial energy simulation model using the DOE2 Modeling Software;
  - k) Request for Clarification compilation and log; and
  - l) Issuance of milestone packages (Site Preparation and Building Construction) for review.
15. Immediately upon the Authorized Commission Representative's review and written approval of the Deliverables of the Schematic Design Services phase, such written approval to be conveyed in a Notice to Proceed for the next phase of the Services, begin the next phase on the updated and approved schedule.

### B. Design Development Phase

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

1. Consistent with the approved Schematic Design phase Deliverables (including drawings and design studies), Architect will prepare plans, elevations and other drawings and outline specifications necessary to illustrate the size and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required (the "Design Development Documents").
2. Subject to the prior written consent of the Authorized Commission Representative, incorporate the Schematic Design Milestone Review comments into the Design Development Documents.
3. Preparation and presentation of documents necessary for User Agency departmental approvals.
4. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
5. Develop a hardware and device location plan for Commission and User Agency review and approval.
6. Develop a signage plan and specifications for Commission and User Agency review and approval.
7. Develop a Project Documentation Log based upon contract document requirements. A template for matrix development will be provided by the Authorized Commission Representative.

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8. Preparation of documents necessary for the Planned Development process as well as participation in any required meetings to facilitate the rezoning of the Project site.
9. Update the AOR's Estimate of Probable Construction Costs. Review the Design Development Documents along with the necessary cost and/or scope reduction items, if any, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required to align the AOR's Estimate of Probable Construction Costs with the Construction Budget for the Project.
10. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide an updated AOR's Estimate of Probable Construction Costs containing:
  - a) A narrative overview of the updated AOR's Estimate of Probable Construction Costs compared to the Construction Budgets (or the Revised Construction Budgets established during Schematic Design).
  - b) AOR's Estimate of Probable Construction Costs must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
  - c) A detailed comparison and reconciliation of the current and previous AOR's Estimate of Probable Construction Costs with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
  - d) A summary of all approved Construction Budget revisions.
11. At completion of the Design Development phase, transmit one complete set of the final Design Development Documents, including the updated AOR's Estimate of Probable Construction Cost and details, to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Design Development phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the Construction Documents.
12. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, and Office of Emergency Management and Communications.
13. Conduct and prepare a code analysis package, including, but not limited to, the following components:
  - a) Occupancy classification
  - b) Construction type
  - c) Occupant load by area and floor
  - d) Travel distances
  - e) Accessibility
  - f) Exit types, units and widths
  - g) Plumbing fixture counts
  - h) Loading berths and parking requirements
  - i) Fire resistance requirements
14. Prepare and issue hard copies of the Design Development Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Design Development Milestone Review. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.

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

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

17. Design Development Phase Deliverables include:

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

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

### C. Construction Documents Phase

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

1. Consistent with the approved Design Development Documents, Architect will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews and estimates will

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

2. Prepare and deliver 60%, 90% and 100% Construction Documents including modifications and revisions in the approved by written direction of the Authorized Commission Representative.
3. Using a complete set of Design Development Documents, reflecting all improvements described for the Project provide an updated AOR's Estimate of Probable Construction Cost containing:
  - a) A narrative overview of the updated AOR's Estimate of Probable Construction Cost compared to the Construction Budgets (or the Revised Construction Budgets established during Schematic Design).
  - b) AOR's Estimate of Probable Construction Cost must include a summary and division breakdown. The summary must include a concise description of the basis for the estimate, including source of pricing information, estimating methods, and descriptions for any mark-ups, factors, and allowances included for items such as escalation, contractor overhead and profit, and market conditions.
  - c) A detailed comparison and reconciliation of the current and previous AOR's Estimate of Probable Construction Cost with an explanation of any variance by component organized by CSI format or other appropriate format as directed by the Authorized Commission Representative.
  - d) A summary of all approved Construction Budget revisions.
4. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample Inspection and Testing Plan for use of the Architect. The Inspection and Testing Plan must provide for:
  - a) Verification of responsibilities for providing inspections, tests and certificates.
  - b) Scope of services for the testing and inspection services RFQ.
  - c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
5. Prepare and present an update of the AOR's Estimate of Probable Construction Costs prior to the completion of 60%, 90 % and 100% Construction Document Deliverables. Review the Construction Documents along with value engineering items with the Authorized Commission Representative to align AOR's Estimate of Probable Construction Costs with the Construction Budget.
6. If the AOR's Estimate of Probable Construction Costs exceeds the Construction Budget, then, upon written request of the Authorized Commission Representative, Architect must continue to revise, modify or correct any or all of the Project design, drawings and specifications as necessary in a manner satisfactory to the Commission until the correspondingly revised AOR's Estimate of Probable Construction Costs is within the Construction Budget. Such revisions, modifications and corrections in the plans, specifications and drawings will be submitted to the Authorized Commission Representative within a reasonable time (not to exceed 30 days) after notice and direction by the Authorized Commission Representative. The Services provided in this Section II.C.6 of Schedule A shall be provided by the Architect without compensation or any extension of time for the performance of the Services.
7. If the Authorized Commission Representative requests a change in scope of the Project, after review and comment and upon written request of the Authorized Commission Representative, Architect shall revise or modify any or all of the Project design, drawings and specifications as necessary in a manner satisfactory to the

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

8. At the completion of the each Construction Document milestone (60%, 90% and 100%), transmit hard copies of the milestone documents to the Authorized Commission Representative for review and transmittal to the User Agency. Prepare a written and oral report of the Construction Document phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.
9. Commission's Performance Evaluation of Construction Documents: The Commission will review the Architect's performance in providing Construction Documents after the project has been bid. The Architect will be required to attend a meeting to discuss its performance review.
10. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, and Office of Emergency Management and Communications.
11. Conduct and prepare a code analysis package, including, but not limited to, the following components:
  - a) Occupancy classification
  - b) Construction type
  - c) Occupant load by area and floor
  - d) Travel distances
  - e) Accessibility
  - f) Exit types, units and widths
  - g) Plumbing fixture counts
  - h) Loading berths and parking requirements
  - i) Fire resistance requirements
12. Prepare and issue hard copies of the Construction Document Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Construction Document Milestone Reviews. Upon receipt of the review comments, the Architect will be required to respond in writing on the review form furnished by the Authorized Commission Representative.
13. Update the Submittal and Closeout Matrix based upon Construction Document requirements.
14. Construction Document Deliverables for each milestone (60%, 90% & 100%) include:
  - a) Certification of Compliance with Commission's Design Checklist.
  - b) Issue updated Submittal and Closeout Matrix.
  - c) Site Preparation Construction Documents (including specifications) and Estimate of Probable Construction Cost in the format provided by the Commission.
  - d) Building Construction Documents (including specifications) and Estimate of Probable Construction Costs in the format provided by the Commission.
  - e) Updated LEED checklist.
  - f) Updated Stormwater Analysis and Management Proposal.
  - g) Compilation of issued meeting minutes.
  - h) Issuance of updated zoning analysis package and required rezoning documentation as required.

## PUBLIC BUILDING COMMISSION OF CHICAGO

- i) Provide an updated energy simulation model.
  - j) Issuance of updated code analysis package.
  - k) Issuance of updated MEP coordination documentation.
  - l) Request for Clarification compilation and log
  - m) Issuance of milestone packages for review.
15. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase (60%, 90% and 100%), begin the next phase on the updated and approved schedule.
16. Prior to submission of 90% Construction Documents to the Commission, Architect shall prepare coordination documents to confirm that the various elements of the Architect's Construction Documents are sufficiently coordinated to support an accurate bid process and minimize the potential for change orders during the construction phase of the project. The Architect will resolve any known conflicts prior to issuing the Bid Set of documents. Coordination documents shall address the following, at a minimum:
- a. Limited available space for installation or service. Architect shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect shall make revisions to the design drawings to resolve conflicts between various disciplines.
  - b. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
  - c. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
  - d. As required to manage discipline coordination, the Architect must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team. The Architect will provide reproducible and CAD drawing files of these documents to the PBC.
17. At a minimum, the Architect must prepare a combination of elevation and plan detail sections in areas where large services and/or a significant concentration of smaller services share adjacent space. As part of the 60% Design Review, the Architect will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:
- a) Above ceilings in corridors to confirm that services, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
  - b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
  - c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
  - d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.



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

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

19. The Architect will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.

20. The Architect will be responsible for the overall coordination review. As each coordination document is completed, the Architect will review and resolve significant conflicts. The Architect must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect with the Commission's design review team.

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

### D. Bidding Phase

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

1. Assemble and review all Bid Documents required, including, but not limited to all drawings, and technical specifications, Commissioning Agent Design Intent and Commissioning Plan.
2. Attend and document two Pre-Bid Conference Meetings. In addition to the general, open Pre-Bid Meeting, a technical working Pre-Bid Meeting will be for the purpose of making a detailed technical presentation and respond to questions from prospective bidders.
3. Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Consider and document all written requests for product substitutions before receipt of bids.
4. Review bids and prepare an evaluation and recommendation for award relative to the Project and Construction Budget. Assist in finalizing the agreement(s) with the contractor(s) to construct the Project.
5. If the lowest responsive and responsible bid obtained exceeds the Construction Budget, the Commission may either award the construction contract to the lowest responsive and responsible bidder, or request that the Architect, without additional compensation, make revisions to the Project, including design, scope, quality, drawings, specifications, deletions and substitutions for the purpose of decreasing Project costs to the point that the bids received are within the Construction Budget. All such revisions require the prior written approval of the Authorized Commission Representative. The right of the Commission to require such revision and re-bidding will not be exhausted by a single revision and re-bidding, but will be a continuing right until the lowest responsive and responsible bid received is within the Construction Budget.
6. Assist the Commission, without additional compensation, in the solicitation of new bids.
7. Attend the Commission's Pre-Bid Conference, Technical Review and review bids as required by the Authorized Commission Representative.

### E. Contract Administration Phase

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

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.

2. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
3. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect must comment upon and submit to the Authorized Commission Representative Architect's responses to requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
4. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
5. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
6. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
7. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
8. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.
9. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose reviewing the Work for deviations from the Construction Documents or defects, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.
10. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
11. Review the Work to establish preliminary acceptance of the Project.

## PUBLIC BUILDING COMMISSION OF CHICAGO

### F. Close Out Phase

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

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

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

#### Architect shall:

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

1. Specifications will follow performance criteria outline format.
2. Specifications will identify acceptable manufacturers.
3. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
4. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

- C. Develop a furniture, fixture and equipment plan to locate electronic devices, including power, data, communications, security and life safety equipment.
- D. Provide assistance in expediting, coordinating and securing all necessary orders, ordinances, permits, licenses, fees, or other approvals, as applicable, that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate all aspects of the Project with any quasi-public agencies or utility companies involved in the Project.
- E. Oversee the Contractor's procurement and assembly of all required permits, licenses, and certificates from the contractor and arrange delivery of same to the Commission.
- F. Energy Simulation Modeling Using Department of Energy DOE 2 Software. Using the DOE2 Energy Modeling Software, model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Public Building Commission. An updated model must be provided with each milestone submittal during the design of the Project.
- G. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels or geothermal panels, public art).
- H. The Architect will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.
- I. Administer the Project's LEED compliance and submittal program, including providing all submittals to the USGBC.
- J. The Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not necessarily limited to, the following:
1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Deputy Director of Utility Coordination. The Architect will assist the Deputy Director of Utility Coordination as necessary.
  2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
  3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
  4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
  9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.

## PUBLIC BUILDING COMMISSION OF CHICAGO

10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

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

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

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

#### IV ADDITIONAL SERVICES

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SCHEDULE B  
PROJECT DOCUMENTS**

**ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498**

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PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C  
PROJECT SCHEDULE

ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

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

Scope Development: Scope Development documents shall be completed not later than **June 25, 2009**.

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

1. 75% Construction Documents: 75% Construction Documents shall be completed no later than **August 25, 2009**.
2. 100% Construction Documents: 100% Construction Documents shall be completed no later than **September 16, 2009**.

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

Site Preparation work is anticipated to complete not later than **March 22, 2010**.

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

Schematic Design: Schematic Design documents shall be completed not later than **June 23, 2009**.

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

Design Development Documents shall be no later than **August 20, 2009**.

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

1. 60% Construction Documents: 60% Construction Documents shall be completed no later than **October 14, 2009**.
2. 90% Construction Documents: 90% Construction Documents shall be no later than **December 7, 2009**.
3. 100% Construction Documents: 100% Construction Documents shall be completed no later than **January 21, 2010**.

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

The Bid and Award phase of the project, from bid advertisement to bid opening through final contract award, is anticipated to require **203** calendar days to complete.

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

Construction of the Project building is anticipated to require **615** calendar days to complete after issuance of Notice to Proceed to the contractor to final completion.

**I. Building: Time of Completion**

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

**J. The Architect**

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

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE D  
COMPENSATION OF THE ARCHITECT

ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

I. ARCHITECT'S FEE

A. The Commission shall pay the Architect for the satisfactory performance of the Services a Fixed Fee ("Fee") of \$4,030,200.00. The Fee will be allocated and payments made on a monthly on percent complete basis as follows:

Allocation of Fee:

<b>Site Preparation</b>			<b>\$378,500.00</b>
Scope Development	35%	\$132,425.00	
Construction Documents	35%	\$132,425.00	
Bidding Phase Services	5%	\$ 18,925.00	
Construction Phase Services	20%	\$ 75,700.00	
Project Close-out	5%	\$ 18,925.00	
<b>Design/ Engineering of Building:</b>			<b>\$3,651,700.00</b>
Schematic Design	15%	\$ 547,755.00	
Design Development	20%	\$ 730,340.00	
Construction Documents	35%	\$1,278,095.00	
Bidding Phase Services	5%	\$ 182,585.00	
Construction Phase Services	20%	\$ 730,340.00	
Project Close-out	5%	\$ 182,585.00	

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

II. BILLING RATES AND COMPENSATION FOR ADDITIONAL SERVICES

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

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



## PUBLIC BUILDING COMMISSION OF CHICAGO

### IV. REIMBURSABLE EXPENSES

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

The following will be considered Reimbursable Expenses:

1. Plotting, printing, reproduction and distribution of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.
2. Printing and distribution costs associated with shop drawing and submittal reviews during construction.

The following are NOT Reimbursable Expenses:

1. Plotting, printing and distribution of drawings and specifications for the purpose of coordination between members of the Architect's team, or otherwise incidental to the Architect's Services are not Reimbursable Expenses.
2. Office and administrative expenses, including telephone system expenses, photocopying, duplicating costs, postage, office & drafting supplies, fax and delivery services (except as noted above in A. 1. and A. 2. are not Reimbursable Expenses.

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

1. Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.
2. Fees and costs of special consulting services requested by the Commission such as acoustical, theater, food service, masonry, roofing and elevator consultants will be paid as a reimbursable expense. Civil, structural, mechanical, electrical, plumbing and fire protection engineering services are included within the Fixed Fee.
3. Costs for rental or purchase of special items or equipment requested by the Commission.
4. Fees and costs to secure necessary permits or civil agency approvals, including permit fees and expenditure fees.
5. Costs of surveys, geotechnical and environmental technical testing and reports.
6. Other direct costs of the Project may be approved as a Reimbursable Expense by Commission's Authorized Representative provided that written approval is obtained in advance of incurring the expense and provided that the expense is to be reimbursed on a Lump Sum basis.

- C. Reimbursable Expenses shall not exceed \$525,000.00 except as approved by the Commission in the form of an Amendment issued in accordance with Section 4.13 of this Agreement.

### V. METHOD OF PAYMENT

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

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

- Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.
2. The Consultant must attach MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.
  3. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Architect.
  4. Invoice Disputes. If the Commission disputes certain items in the Architect's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

### VI. INVOICING

The Architect will submit one original of its monthly invoice to the Commission's Accounts Payable Department clearly noting the contract numbers for approval.

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

Public Building Commission Richard L. DeWitt Center - 50 West Washington, Room 226 - Chicago, Illinois 60602 - Tel: 312/914-3200 Fax: 312/914-4805

Project Name: SOUTHWEST AREA HIGH SCHOOL  
 Date: 3/6/09

Architect of Record: STR+Nia Collaborative  
 Contact Name: Jim Wimpark, Principal

Phone: 312.342.2022

Project Delivery Method: Agency CM, etc.

Service Category	Service Provider	M/WBE Utilization	Percentage of Project Team	Fee Breakdown by Project Phase					Project Close-Out	
				Proposed Total Fee	Schematic Design	Design Development	Construction Documents	Building		Contract Administration
Architectural / Interior	STR+Nia Collaborative	M/E (A, H, A)	67.1%	\$ 2,478,000.00	\$ 302,500.00	\$ 460,000.00	\$ 857,500.00	\$ 122,500.00	\$ 480,000.00	15%
Cost Consulting	STR Consulting	M/E	2.7%	\$ 88,000.00	\$ 12,000.00	\$ 18,000.00	\$ 28,000.00	\$ 4,000.00	\$ 16,000.00	4.00%
LED Consulting	H.J. Neuner	M/E	1.8%	\$ 67,000.00	\$ 10,000.00	\$ 15,000.00	\$ 23,000.00	\$ 3,000.00	\$ 13,000.00	4.00%
Cost Engineering	Yens Engineering Ltd	M/E	2.3%	\$ 82,000.00	\$ 12,250.00	\$ 17,100.00	\$ 26,250.00	\$ 3,500.00	\$ 14,000.00	3.50%
Landmarks Architecture	Jacobs Ryan	M/E	1.7%	\$ 61,500.00	\$ 9,180.00	\$ 13,240.00	\$ 20,070.00	\$ 2,725.00	\$ 10,425.00	4.27%
Structural Engineering	C.E. Anderson	M/E	8.9%	\$ 110,000.00	\$ 16,160.00	\$ 23,240.00	\$ 34,200.00	\$ 4,500.00	\$ 17,400.00	17.40%
M/E2 Engineering	STR+Nia	M/E (A, H, A) or M/E	15.7%	\$ 210,000.00	\$ 31,200.00	\$ 45,000.00	\$ 68,000.00	\$ 9,000.00	\$ 35,000.00	35.00%
Electrical Engineering	STR+Nia	M/E (A, H, A) or M/E	15.7%	\$ 210,000.00	\$ 31,200.00	\$ 45,000.00	\$ 68,000.00	\$ 9,000.00	\$ 35,000.00	35.00%
Painting & Fire Protection Engineering	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Specialist Consultant	ASH/STech Consulting	M/E (A, H, A) or M/E	0.7%	\$ 25,000.00	\$ 3,750.00	\$ 5,000.00	\$ 7,500.00	\$ 1,000.00	\$ 3,500.00	1.25%
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Proposed Total Fee for Basic Services associated with the Building Construction SOW				\$ 3,857,700.00	\$ 547,250.00	\$ 778,340.00	\$ 1,271,000.00	\$ 182,500.00	\$ 790,340.00	182,500.00

Building Construction and Site Development SOW Comments:  
 1. NOTE: Basic Services Fee does not include Public Rights-of-Way items of work. See "Allowances/Specified Considerations" below.  
 2. XX  
 3. XX  
 4. XX  
 5. XX

Service Category	Service Provider	M/WBE Utilization	Percentage of Project Team	Fee Breakdown by Project Phase					Project Close-Out	
				Proposed Total Fee	Schematic Design	Design Development	Construction Documents	Building/Assignment		Contract Administration
Architectural / Interior	STR+Nia Collaborative	M/WBE (A, H, A)	73.3%	\$ 388,000.00	\$ 165,000.00	\$ 420,000.00	\$ 320,000.00	\$ 15,000.00	\$ 45,000.00	15.00%
Cost Consulting	STR Consulting	M/E	3.2%	\$ 12,000.00	\$ 4,200.00	\$ 4,200.00	\$ 4,000.00	\$ 600.00	\$ 1,800.00	6.00%
LED Consulting	H.J. Neuner	M/E	2.7%	\$ 22,000.00	\$ 4,200.00	\$ 4,200.00	\$ 4,000.00	\$ 600.00	\$ 1,800.00	6.00%
Cost Engineering	Yens Engineering Ltd	M/E	8.9%	\$ 80,000.00	\$ 12,775.00	\$ 12,775.00	\$ 14,000.00	\$ 1,250.00	\$ 4,475.00	1.25%
Structural Engineering	C.E. Anderson	M/E	4.0%	\$ 15,000.00	\$ 5,250.00	\$ 5,250.00	\$ 6,000.00	\$ 750.00	\$ 2,250.00	7.50%
Specialist Consultant	ASH/STech Consulting	M/E	0.8%	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 150.00	\$ 450.00	1.50%
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	PROVIDE NAME	M/E (A, H, A) or M/E	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Proposed Total Fee for Basic Services associated with the Site Presentation SOW				\$ 371,000.00	\$ 133,475.00	\$ 278,340.00	\$ 157,400.00	\$ 18,250.00	\$ 54,775.00	54,775.00
Proposed Total Fee for Basic Services				\$ 4,228,700.00	\$ 680,725.00	\$ 1,056,680.00	\$ 1,428,400.00	\$ 199,750.00	\$ 845,115.00	199,750.00

Site Presentation SOW Comments:  
 1. XXX  
 2. XXX  
 3. XX  
 4. XX  
 5. XX

Project Name: SOUTHWEST AREA HIGH SCHOOL  
 Date: 3/26/09  
 Architect of Record: STR+NIA Collaborative  
 Contact Name: Jim Berguchi, Principal  
 Phone: 312.333.0000

ACR Reimbursable Consultant Allowances	Comments
Survey	Per 8500 Memory, P&C determined this service not required
Geotechnical Testing/Reporting	Per 8500 Memory, P&C determined this service not required
Food Service Consulting	Per 8500 Memory, P&C determined this service not required
Architectural Consulting	If Required
Interior Consulting	If Required
Historical Consulting	If Required
Financial Consulting	If Required
Acoustical Consulting	If Required
Lighting Consulting	If Required
Information Technology Consulting	Per 8500 Memory, P&C determined this service not required
Traffic Consulting	Per 8500 Memory, P&C determined this service not required
Business Consulting	If Required
Staffing Consulting	If Required
Other Specialty Consulting	Professional Retainer
Other Specialty Consulting	If Required
Other Specialty Consulting	If Required
Reimbursable Consultant Allowance	\$ 338,400.00

Reimbursable Expenses	Comments
Registration and Handling	Per P&C Prof. Services Agreement Schedule D
Travel	Per P&C Prof. Services Agreement Schedule D
Expenses	As Noted
Expenses	As Noted
Reimbursable Expenses Allowance	\$ 200,000.00

Allowances / Special Considerations	Comments
Public Right-of-Way Scope of Work	As Noted
Public Right-of-Way Civil Engineering Scope of Work	If Required
Public Right-of-Way Landscape Architectural Scope of Work	If Required
Accession	If Required
Total Allowances/Special Considerations	\$ 189,200.00
Proposed Total Fee for Reimbursables and Special Considerations	\$ 717,200.00
TOTAL PROPOSED FEE	\$ 4,747,460.00

- Notes:
- Unless noted otherwise, the Public Building Commission will procure the following consultants: Commissioning Agent / Authority, Environmental Testing / Consulting
  - Unless noted otherwise, the Site Preparation Scope of Work includes, but is not limited to, Site Remediation, Geotechnical Site Preparation, and Site Utility Work to E-07 from the building footprint
  - Unless noted otherwise, the Building Construction Scope of Work includes, but is not limited to, Building Construction, FF&E, and Site Utility Construction
  - Refer to Schedule D of the contract language for terms regarding Architect Compensation, including allowed reimbursable expenses.
  - Please note the project delivery method, as different delivery methods require different levels of document preparation.

  
 Signature of the Architect of Record

3/26/09  
 Date

Hourly Rate Schedule  
 Direct Salary Rate  
 STR+Nia Collaborative  
 PBC - Southwest Area High School

Firm/Personnel	Direct Salary Rate
<b>STR + Nia Collaborative</b>	
<b>STR Partners</b>	
Executive Principal	\$100.00
Principal	\$78.00
Senior Project Manager	\$60.00
Senior Project Architect	\$60.00
Project Architect	\$52.00
Architect/CADD	\$36.00
Administrative Personnel	\$30.00
<b>Nia Architects Inc.</b>	
Principal	\$80.00
Project Director/Associate Principal	\$70.00
Project Manager	\$60.00
Project Architect	\$50.00
Project Designer/Architect	\$46.00
Draftsmen/Architect Intern	\$38.00
Clerk/Secretary	\$30.00
<b>STR Consulting</b>	
Senior Estimator	\$52.00
Estimator	\$36.00
Administrative Personnel	\$30.00
<b>Terra Engineering</b>	
Principal	\$84.00
Senior Project Manager	\$79.00
Project Manager	\$72.00
Senior Project Engineer	\$72.00
Project Engineer	\$50.00
Chief Structural Engineer	\$68.50
Structural Engineer	\$61.00
Survey Manager	\$61.00
Survey Crew	\$72.00
Surveyor	\$43.00
Instrument Man	\$31.00
GIS Manager	\$37.00
GIS Analyst	\$35.00
Planner	\$31.00
Cad Manager	\$40.00
Cad Technician	\$38.00
Senior Technician	\$38.00
On-Site Representative	\$38.00
Clerical	\$34.00
<b>db HMS Design Build Engineering</b>	
Senior Principal/Architect/Engineer	\$64.00
Project Manager/Senior Engineer	\$48.00
Design Engineer	\$38.00
Designer	\$30.00
Design Drafter	\$24.00
Word Processor	\$20.00
<b>HJKessler Associates, Inc.</b>	
LEED Consultant	\$70.00
<b>C.E. Anderson</b>	
Principal-in-Charge	\$72.00
Senior Project Engineer	\$52.00
Project Engineer	\$43.00
Project Designer	\$28.00
CADD Technician	\$25.00
Clerical	\$23.00
<b>Jacobs/Ryan Associates</b>	
Partner/Landscape Architect 1	\$66.00
Associate/Landscape Architect 2	\$35.00
Associate/Landscape Designer 1	\$34.00
Associate/Landscape Designer 2	\$30.00
Associate/Landscape Designer 3	\$25.00
Clerical	\$28.00

Hourly Rate Schedule  
 Direct Salary Rate  
 STR+Nia Collaborative  
 PBC - Southwest Area High School

Firm/Personnel	Direct Salary Rate
<b>ArchITech Consulting</b>	
Senior Specifier	\$60.00
Staff Specifier I	\$46.00
Staff Specifier II	\$40.00
Staff Assistant	\$30.00
<b>Edge Associates, Inc.</b>	
Principal	\$50.00
Senior Associate	\$38.00
Project Manager	\$26.00
CAD Operator	\$22.00
Technical Assistant	\$16.00
<b>Innovative Aquatic Design, LLC</b>	
Principal	\$50.80
President	\$48.00
Project Manager	\$40.00
Project Designer	\$36.00
CAD Technician	\$24.00
Administrative Personnel	\$20.40
<b>Bill Conner Associates LLC</b>	
Principal	\$64.00
<b>Charter Sills &amp; Associates</b>	
Principal	\$74.00
Sr. Project Lighting Designer	\$62.00
Project Lighting Designer	\$54.00
Lighting Designer	\$46.00
<b>STR Building Resources LLC</b>	
Professional Engineer	\$60.00
Senior Envelope Consultant	\$48.00
Envelope Consultant	\$40.00
CAD Draftsman	\$28.00
<b>George E. Krug AHC/CDT</b>	
Hardware Consultant	\$34.00
<b>Shiner + Associates, Inc.</b>	
Senior Engineer	\$88.00
Engineer	\$74.00
<b>Kirkegaard Associates</b>	
Directors	\$70.00
Senior Consultants	\$54.00
Consultants	\$48.00
Technical Staff	\$40.00
<b>Metro Transportation Group</b>	
Senior Management	\$88.00
Principal	\$79.60
Planner/Engineer/Designer	\$56.80
Sr. Planner/Engineer/Designer	\$41.20
Senior Support	\$36.40
Support	\$27.20



PROJECT ROLE	ESTIMATED HOURS BY PHASE						
	Schematic	Design Dev	Construction Docs	Bidding	Construction Admin	Project Close Out	Total Hrs Est by Role
<b>AOR - STR + Nia Collaborative</b>							
<b>STR Partners</b>							
Technical Principal	300	350	450	50	125	20	1295
Design Principal	350	350	100				800
Senior Project Manager	300	500	900	75	275	65	2115
Project Architect	175	275	875	80	65	30	1500
Senior Project Associate	400	375	975	75	100	30	1955
Project Associate		500	975				1475
Project Associate		500	975				1475
Project Associate			975				975
Operations Administrator			175				175
<b>Nia Architects Inc.</b>							
Executive Principal	70	70	140	25	140	25	470
Principal	100	100	200	40	200	50	690
Senior Project Manager	160	160	250	125	1000	50	1745
Senior Project Architect	400	400	800	300	1500	150	3550
Project Architect	500	500	875	52	774	165	2856
Architect/CADD	1200	1200	2000	100	250	50	4800
Administrative Personnel	130	130	250	50	275	50	885
<b>COST ESTIMATING - STR Consulting</b>							
Senior Estimator	80	60	280	0	0	0	420
Administrative Personnel	8	8	28	0	0	0	44
<b>CIVIL ENGINEER - Terra Engineering</b>							
Principal	20	40	50	2	10	1	123
Project Manager	30	75	80	5	25	3	218
Project Engineer	63	125	145	5	45	5	388
Engineer							0
CAD Technician	75	130	150	8	8	1	372
Administrative Personnel							0
<b>LANDSCAPE ARCHITECT - JRA</b>							
Partner, LA1 (TWR)	20	28	50	8	28	8	142
Project Manager, LD2 (AW)	94	125	328	16	125	16	704
							0
<b>MEP+FP ENGINEER - dbHMS</b>							
Principal	220	314	354	100	292	40	1320
Project Manager	200	270	350	60	180	80	1140
Project Engineer	120	140	280	20	100	20	680
Engineer	40	115	255	40	100	20	570
CAD Technician	60	120	360	0	80	0	620
Administrative Personnel	20	46	26	20	43	20	175
							0
<b>STRUCTURAL ENGINEER - C.E. Anderson</b>							
Principal	10	10	24	8	16	8	76
Project Manager/Senior Eng.	60	60	300	12	24	8	464
Project Engineer	40	40	600	24	200	16	920
Engineer	120	240	1000	40	600	0	2000
CAD Technician	280	320	600	48	0	0	1248
Administrative Personnel	24	24	60	8	40	8	164
<b>LEED CONSULTANT - HJKessler Associates, Inc.</b>							
LEED Consultant	60	60	80	20	200	30	450
<b>SPECIFICATION CONSULTANT - ArchTech Consulting</b>							
Principal/Sr. Specifier	31	31	44	13	6	0	125
Staff Specifier I	14	14	19	5	3	0	55
<b>Total Hours Estimated By Phase</b>	<b>5774</b>	<b>7805</b>	<b>16378</b>	<b>1434</b>	<b>6829</b>	<b>959</b>	<b>39179</b>

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE E  
INSURANCE REQUIREMENTS  
ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

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

**E.1. INSURANCE TO BE PROVIDED:**

**E.1.1. Workers' Compensation and Employers Liability**

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

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

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

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

**E.1.3. Automobile Liability (Primary and Umbrella)**

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

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

**E.1.4. Professional Liability**

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

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

**E.1.5. Property**

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

**E.1.6. Valuable Papers**

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



## PUBLIC BUILDING COMMISSION OF CHICAGO

### E.1.7 Contractors Pollution Liability

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

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

### E.1.8 Railroad Protective Liability

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

### ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SCHEDULE F  
KEY PERSONNEL**

**ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498**

## KEY STAFF ROSTER

PBC – Southwest Area High School  
STR+Nia Collaborative

### Core Team

#### STR+Nia Collaborative – Architect of Record

Jan T. Taniguchi, AIA, CEFPI, NCARB, IFMA, LEED® AP  
Project Role: Project Executive

Anthony Akindede, AIA, CSI  
Project Role: Principal – Site Prep

Gary Jung, AIA  
Project Role: Senior Project Manager – Site Prep

Art Jones  
Project Role: Project Manager – Site Prep

Jennifer Costanzo, AIA, LEED® AP  
Project Role: Managing and Technical Principal

Colby Lewis, AIA, LEED® AP, CEFPI, NCARB  
Project Role: Design Principal/Project Manager

Michael T. Henderson, AIA, CEFPI-REFP, NCARB  
Project Role: QA/QC Principal

Alan Armbrust, AIA  
Project Role: QA/QC Manager

Sandra Moon, AIA  
Project Role: Senior Project Manager/Interior Architect

Don Hansen, AIA  
Project Role: Senior Project Architect

Scott A. Kuehn  
Project Role: Project Architect

Louis Ng, LEED® AP  
Project Role: Project Architect

Edwin Sanchez  
Project Role: Project Architect

## **KEY STAFF ROSTER**

**PBC – Southwest Area High School  
STR+Nia Collaborative**

### **Terra Engineering Ltd. – Civil Engineer**

Karen S. Steingraber, PE  
Project Role: Principal-in-Charge/Project Manager

Danielle Kowalewski  
Project Role: Assistant Project Manager

Christopher Miehle  
Project Role: Project Designer

### **Jacobs Ryan – Landscape Architect**

Terry Warriner Ryan, FASLA  
Project Role: Landscape Architect

Alison K. Winne, ASLA  
Project Role: Landscape Designer 1

Suji Kim  
Project Role: Landscape Designer 2

### **dbHMS Design Build Engineering**

Guy Valcour, P.E.  
Project Role: Principal-in-Charge

Sachin Anand, P.E., LEED® AP  
Project Role: Lead Mechanical

Chris Sbarbaro, LEED® AP  
Project Role: Project Engineer

Ali Nasir  
Project Role: Mechanical Engineer

Miguel Gonzalez  
Project Role: Senior Mechanical Engineer

## **KEY STAFF ROSTER**

**PBC – Southwest Area High School  
STR+Nia Collaborative**

### **C.E. Anderson and Associates – Structural Engineer**

Charles Anderson, SE  
Project Role: Principal-in-Charge

Randall N. Takahashi  
Project Role: Senior Project Engineer

Candice McCouch, SE  
Project Role: Project Engineer

### **STR Partners LLC – Interior Designer**

Sandra Moon, AIA  
Project Role: Senior Interior Architect

### **H.J. Kessler Associates – LEED® Consultant**

Helen J. Kessler  
Project Role: LEED Consultant

### **STR Consulting LLC – Cost Consultant**

Thomas McGing, AIA, CSI  
Project Role: Estimator/Scheduler

### **ArchiTech Specification Consultant**

Renee Doktorczyk, AIA, CSI, CCS  
Project Role: Architect & Specifier

## **KEY STAFF ROSTER**

**PBC – Southwest Area High School  
STR+Nia Collaborative**

### **Reimbursable Consultants**

#### **STR Building Resources LLC – Roof Consultant**

Jim Clark  
Project Role: Principal

Chris Shields, RRO  
Project Role: Project Manager

Tony Loden, CCS  
Project Role: Senior Consultant

#### **Innovative Aquatic Design - Pool Consultant**

James Leuders  
Project Role: Pool Consultant

Ryan R. Difatta  
Project Role: Pool Consultant

#### **Bill Connor Associates LLC- Theatrical Consultant**

Bill Connor  
Project Role: Theatrical Consultant

#### **Edge Associates- Food Service Consultant**

Ed Purmann  
Project Role: Food Service Consultant

#### **CharterSills Associates- Lighting Consultant**

Warren Charter or Mark Sills  
Project Role: Project Principal

Gwen Grossman and/or Sumi Han  
Senior Project Designer

## **KEY STAFF ROSTER**

**PBC – Southwest Area High School  
STR+Nia Collaborative**

### **Shiner + Associates - Acoustical Consultant**

Fredric Moritz  
Project Role: Principal

Brian Homans  
Project Role: Project Manager

Robert P. Elfering, Jr., P.E.  
Project Role: Acoustical Consultant

David G. Paoli, PE  
Project Role: Acoustical Consultant

### **Kirkegaard Associates- Acoustical and AV Consultant**

Anthony Shou  
Project Role: Senior Consultant/Project Manager

Terry Tyson, PE  
Project Role: Senior Consultant

Joanne Chang  
Project Role: AV Systems Consultant

Shimby McCreery  
Project Role: Room Acoustics/Noise Control

### **George E. Krug AHC/CDT- Hardware Consultant**

George E. Krug  
Project Role: Finish Hardware Consultant



## Resumes of Key Staff

## STR+Nia Collaborative



**JAN T. TANIGUCHI, AIA, CEFPI, NCARB, IFMA, LEED® AP**  
CEO/Design and Managing Principal - STR Partners LLC  
Project Role: Project Executive

AOR  
STR Partners LLC

### EDUCATION

Massachusetts Institute of Technology and  
Harvard University  
Master of Architecture  
Master of Science, Civil Engineering  
(Structural Engineering)  
Bachelor of Science, Art and Design  
Harvard Graduate School of Design  
Post-Graduate Studies

### PROFESSIONAL EXPERIENCE

STR Partners LLC, CEO/Managing Principal  
Jan Taniguchi, Architect, P.C.  
Skidmore, Owings & Merrill  
Senior Architect / Designer  
John Portman & Associates, Associate

### PROFESSIONAL AFFILIATIONS

American Institute of Architects  
Council of Educational Facility  
Planners International  
National Council of Architectural  
Registration Boards  
Illinois Association of School Business  
Officials  
International Facility Management  
Association  
American Arbitration Association  
U.S. Green Building Association  
LEED® 2.0 Accredited Professional  
Illinois Capital Development Board  
Project Manager Training

### REGISTRATIONS

Illinois, Guam, Hawaii, New York, Wisconsin

### RELATED EXPERIENCE

New Minooka Community High School, Phase I  
Minooka Community High School Cafeterium Addition  
Minooka Community High School Fitness/Fine Arts Addition  
Reed-Custer High School Field House  
Township HSD 214 Science Dept. Renovations (Three Schools)  
Libertyville High School Addition/Renovation  
Addison ESD 4 Capital Improvement Projects (Eight Schools)  
Clarendon Hills Middle School  
White Oak Elementary School  
Wilson Creek Elementary School  
Custer Park Elementary School Addition/Renovation  
Lincoln Elementary School Addition  
Walden Elementary School Addition/Renovation  
South Park Elementary School Addition/Renovation  
Harper Elementary School Addition/Renovation  
John F. Kennedy Elementary School Addition/Renovation  
Garfield Elementary School Addition/Renovation  
Grant-White Elementary School Addition/Renovation  
Crone Middle School  
Minooka Junior High School Addition  
John G. Shedd Aquarium Education Center Renovation  
Shabbona Middle School Addition/Renovation  
Reed-Custer Middle School Addition  
STR-Concept Middle School (Design)  
Reed-Custer Intermediate School Renovation  
Caruso Middle School Addition/Renovation  
Shepard Middle School Addition/Renovation  
Indian Trail Junior High School Addition  
Aux Sable Elementary School  
Walnut Trails Elementary School

*Our most valuable skills as architects are to listen to and focus on our clients' needs and to fulfill those needs by designing facilities that are of the highest quality and benefit.*

# Resumes of Key Staff

# STR+Nia Collaborative



**JAN T. TANIGUCHI, AIA, CEFPI, NCARB, IFMA, LEED® AP**  
REFERENCES

AOR  
STR Partners LLC

Reference	Projects with Reference	Project Description	Role
Mr. Jeffrey Stangland, Business Manager Minooka Community High School District 111 203 W. Mondamin Ave., PO Box 827 Minooka, Illinois 60447-9466 815-467-2557	New South High School Minooka HS Cafeterium White Oak Elementary School	New High School Addition New Elementary School	Principal-in-charge Principal-in-charge Principal-in-charge
Mr. David L. Clough, Superintendent Community High School District 128 50 N. Lakeview Parkway, Suite 101 Vernon Hills, IL 60061 847-247-4500	Libertyville High School Community High School District 128	High School Major Addition/Renovation District Wide Capital Planning	Managing Principal Managing Principal
Mr. Seymour Schwartz, Director B&G Township High School District 214 2121 S. Goebbert Rd. Arlington Heights, IL 60005 847-718-7600	Elk Grove High School Natatorium Prospect High School Elk Grove High School Hershey High School Wheeling High School	Precast Natatorium High School Major Addition/Renovation High School Major Addition/Renovation High School Addition/Renovation High School Addition/Renovation	Principal-in-charge Principal-in-charge Principal-in-charge Principal-in-charge Principal-in-charge
Dr. A. Donald Hendricks, Superintendent Addison Elementary School District 4 222 N. Kennedy Drive Addison, Illinois 60101-2497 630-458-2425	Reed-Custer Field House Reed-Custer Middle School Capital Plan At 8 Schools	New Fieldhouse New Middle School Life-Safety and Additions	Principal-in-charge Principal-in-charge Principal-in-charge
Mr. Al Gegenheimer, Superintendent Minooka CCSD 201 333 McEvilly Road Minooka, Illinois 60447 815-467-6121	Walnut Trails Elementary School Aux Sable Elementary School	New Elementary School New Elementary School	Project Executive Project Executive

## Resumes of Key Staff

## STR+Nia Collaborative

AOR  
Nia Architects Inc.

ANTHONY AKINDELE, AIA, CSI  
Principal / Founder



Anthony is Managing Principal and Founder of Nia Architects. He has over 20 years of experience in design, construction, and management of both new and rehabilitation projects. Mr. Akindele's expertise covers municipal, commercial, industrial, institutional and residential buildings. Prior to forming Nia Architects in 1996, Mr. Akindele was Associate Principal at Johnson & Lee Architects, where he spent nine years developing projects in different areas of the built environment. He also worked at the architectural and engineering firm of J.W. Sih and Associates for six years. He received his Bachelor's of Architecture in 1985 from the Illinois Institute of Technology, and he has since completed CAD courses and graduate courses in Construction Management at IIT as well. Mr. Akindele is professionally licensed in the state of Illinois, and he is an active member of the American Institute of Architects, the Construction Specification Institute, and the Society of American Registered Architects.

### Major Projects:

*Mount Vernon Haven Homes, Chicago*

Principal-In Charge

A 60-unit senior building located in the Austin neighborhood. The structure is composed of a combination of both structural steel and masonry load bearing walls with pre-cast concrete plank floors with lightweight concrete topping.

*Marshall Davis Homes, Chicago*

Principal-In Charge

A 60-unit senior building and town homes development in the historic Pullman Neighborhood. Conceptual design included a new gated community for the entire family. The development will have two 60-unit senior buildings, 16 single family homes, 28 town houses and seven six-flat buildings. Other features of the development include green roofs and a landscaped playground for different age groups.

### Education

- Graduate courses in Construction Management, Illinois Institute of Technology, Chicago
- Bachelor of Architecture, May 1985, Illinois Institute of Technology, Chicago
- Certificate of Completion, CADD, September 1988, Illinois Technical College, Chicago

### Professional Registration

- Illinois

### Professional Affiliations

- American Institute of Architects
- Society of American Registered Architects
- Construction Specification Institute

## Resumes of Key Staff

## STR+Nia Collaborative



**JENNIFER COSTANZO, AIA, LEED® AP, NCARB**  
Principal/Vice President - STR Partners LLC  
Project Role: Technical Principal

AOR  
STR Partners LLC

### EDUCATION

Miami University  
Master of Architecture  
Miami University  
Bachelor of Environmental Design

### PROFESSIONAL EXPERIENCE

STR Partners LLC  
Senior Project Manager  
Steed Hammond Paul Inc.  
Project Manager

### PROFESSIONAL AFFILIATION

American Institute of Architects  
Illinois Capital Development Board  
Project Manager Training  
National Council of Architectural  
Registration Boards

### REGISTRATION

Illinois, Ohio

*Only an informed decision can provide the best solution for the client and project. And only the abilities to listen carefully to all parties involved and to coordinate their efforts smoothly can lead to that decision.*

### RELATED EXPERIENCE

Elk Grove High School Natatorium  
Minooka Community High School, Phase I  
National Trail K-12 School Additions and Renovations  
New Miami Local K-12 Schools Additions and Renovations  
Northwest Local Schools, Addition to Freshman Center  
Fairfield City Schools, New High School  
Southwest City School District Four New Intermediate Schools  
Lakota Local Schools, New High School  
Libertyville High School, Life Safety Projects  
Gemini Jr. High School Addition/Renovation  
Hinsdale Middle School Renovation  
Shabbona Middle School Renovation  
Hill and Gregory Schools Tech Labs  
Welch Elementary School Addition  
White Eagle Elementary School Addition  
Bright Local School District, New Elementary Schools  
Lebanan City School District, New Grades 4-5 Elementary School  
Lakota Local Schools, Two New Elementary Schools  
Minooka Junior High School, District 201  
Adalson ESD 4 Capital Improvement Plan (Eight Schools)  
Holy Trinity Parish and School Master Planning  
District 204 Early Childhood Center Space Plan  
District 204 Crone and Granger Middle School Conversion  
to Freshman Center  
Fry Elementary School Addition  
(CDB) Kiley Developmental Center Re-Roofing, Phase III  
(CDB) Madden Mental Health Center Exterior Repair, Phase II  
Sandwich CUSD 430 Life-Safety Projects  
Deerfield PSD 109 10-Year Life-Safety Report  
Granger Middle School Life-Safety Project  
Pleasantdale Middle School Life-Safety Projects  
Lane Public Library, Renovations to Hamilton Branch  
Cincinnati Public Schools, Master Plan Study  
Butler County Courthouse, Hamilton, OH

# Resumes of Key Staff

# STR+Nia Collaborative



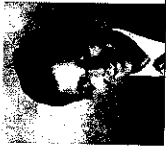
**JENNIFER COSTANZO, AIA, LEED® AP**  
REFERENCES

AOR  
STR Partners LLC

Reference	Projects with Reference	Project Description	Role
Mr. Dave Middleton, Superintendent Minooka Community High School District 111 301 S. Wabena Avenue Minooka, Illinois 60447-9466 815-467-2147	New South High School	New High School	Technical Principal/Project Manager
Mr. David Holm, Business Manager Indian Prairie Community Unit School District 204 780 Shoreline Drive Aurora, Illinois 60504 630-375-3000	Neuqua Gold Campus Granger Gold Campus Welch Elementary School White Eagle Elementary School Fry Elementary School	Freshman Center Conversion/Addition Freshman Center Conversion/Addition Elementary School Addition/Renovation Elementary School Addition/Renovation Elementary School Addition/Renovation	Project Manager Project Manager Project Manager Project Manager Project Manager
Mr. Al Gegenheimer, Superintendent Minooka CCSD 201 333 McEvilly Road Minooka, Illinois 60447 815-467-6121	New Junior High School	New Junior High School	Technical Principal/Project Manager
Dr. Kathleen Williams, Superintendent East Maine School District 63 10150 Dee Road Des Plaines, Illinois 60016 847-299-1900	Gemini Junior High School	Middle School Addition/Renovation	Project Manager
Dr. A. Donald Hendricks, Superintendent Addison Elementary School District 4 222 N. Kennedy Drive Addison, Illinois 60101-2497 630-458-2425	Capital Plan At 8 Schools	Life-Safety and Additions	Technical Principal/Project Manager

## Resumes of Key Staff

## STR+Nia Collaborative



### COLBY LEWIS, AIA, LEED® AP, CEFPI, NCARB

Executive Vice President/Design Principal - STR Partners LLC  
Project Role: Design Principal/Principal Project Manager

AOR  
STR Partners LLC

#### EDUCATION

Illinois Institute of Technology  
Master of Architectural Science  
Bachelor of Architecture  
Northwestern University  
Kellogg Management Institute  
Kellogg School of Management Graduate

#### PROFESSIONAL EXPERIENCE

STR Partners LLC  
Executive Vice President/Principal  
Takayama & Associates, Inc.  
Senior Project Architect  
Fujikawa Johnson & Associates, Inc.  
Designer

#### PROFESSIONAL AFFILIATIONS

American Institute of Architects  
Council of Educational Facility  
Planners International  
U.S. Green Building Association  
LEED® 2.0 Accredited Professional  
Illinois Capital Development Board  
Project Manager Training  
National Council of Architectural  
Registration Boards

#### REGISTRATION

Illinois  
Indiana

#### RELATED EXPERIENCE

New Minooka Community High School, Phase I  
Minooka Community High School Cafeterium Addition  
Sandwich Community School District High School  
John B. Murphy Elementary School ADA Upgrades (CPS)  
Sawyer Elementary School Addition (CPS)  
Swift Elementary School Addition (CPS)  
White Oak Elementary School  
Walnut Trails Elementary School  
Wheatland Elementary School  
Longwood Elementary School  
Aux Sable Elementary School  
Clow Elementary School Addition  
South Park Elementary School Addition/Renovation  
Hanover Highlands Elementary School Addition/Renovation  
Fairview Elementary School Addition/Renovation  
Lincoln Prairie Elementary School Addition/Renovation  
Minooka 201 New Junior High School  
Addison ESD 4 (Eight Schools)  
Shabbona Middle School Addition  
Harper Elementary School Addition/Renovation  
Romona Elementary School Renovation and Life Safety  
Central School 10-Year Life-Safety Survey  
Deerfield PSD 109 (Two Schools)  
Crone Middle School

*As architects, we bring together your energies, ideas, and values into material solidity. We use your inspiration to create beautiful and functional places to work and live. Together, we show that architecture is a social art.*

# Resumes of Key Staff

# STR+Nia Collaborative



**COLBY LEWIS, AIA, LEED® AP, CEFPI, NCARB**  
REFERENCES

AOR  
STR Partners LLC

Reference	Projects with Reference	Project Description	Role
Mr. Jeffrey Stangland, Business Manager Minooka Community High School District 111 203 W. Mandamin Ave., PO Box 827 Minooka, Illinois 60447-9466 815-467-2557	New South High School Shabbona Middle School Minooka HS Cafeterium White Oak Elementary School	New High School Middle School Addition High School Addition New Elementary School	QA/QC Principal-in-charge Design Principal Design Principal/Project Manager
Mr. Rick Schmitt, Superintendent Sandwich Community High School District 430 720 S. Wells Street Sandwich, Illinois 60548 815-786-2187	New High School	Schematic Planning and Design	Principal-in-charge
Mr. David Holm, Business Manager Indian Prairie Community Unit School District 204 780 Shoreline Drive Aurora, Illinois 60504 630-375-3000	Wheatland Elementary School Clow Elementary School Longwood Elementary School Crone Middle School	Elementary School Renovation Elementary School Addition/Renovation Elementary School Addition/Renovation New Middle School	Design Principal/Project Manager Design Principal/Project Manager Design Principal/Project Manager Design Principal
Mr. Al Gegenheimer, Superintendent Minooka CCSD 201 333 McEvilly Road Minooka, Illinois 60447 815-467-6121	New Junior High School Walnut Trails Elementary School Aux Sable Elementary School	New Junior High School New Elementary School New Elementary School	Principal-in-charge QA/QC QA/QC
Mr. Martin McConahay, Finance & Ops Wilmette Public Schools District 39 615 Locust Road Wilmette, Illinois 60091 847-256-2450	Harper Elementary School Romona Elementary School Central School	Elementary School Addition/Renovation Elementary School Addition/Renovation Life-Safety Report/Remediation	Principal-in-charge Principal-in-charge Principal-in-charge

GARY JUNG, AIA  
**Associate Principal**

**Education**

- Bachelor of Architecture,  
June 1990, **University of  
Illinois**, Chicago

**Professional Registration**

- Illinois
- Wisconsin

**Professional Affiliations**

- American Institute of Architects
- National Council of Architectural  
Registration Board

Gary Jung is an Architect and Project Designer at Nia Architects. He has more than 15 years experience in design, construction, and management of both new and rehabilitation projects. Mr. Jung's expertise covers municipal, commercial, industrial, institutional and residential buildings.

**Work Experience:**

*Nia Architects Inc., Chicago, IL*  
Architect, 2005 - Present

*Bovis Management Group/Rodriguez and Associates, Chicago, IL*  
Project Manager, 2000 - 2005

*Knight Architect Engineers and Planners, Chicago, IL*  
Project Architect/Construction Administrator, 1996 - 2000

*Sverdrup Facilities, Chicago, IL*  
Architect/Construction Administrator, 1993 - 1996

*John Brown Engineering, Chicago, IL*  
Staff Architect/Construction Administrator, 1990 - 1993

**Major Projects:**

*Chicago Public Schools—Prototype Schools*  
Project Manager

Project Manager in the Pre-Construction Department for the new and addition work for the Chicago Public Schools. Pre-Construction duties include monitoring project development from design through the bidding phase and ensure the quality control. Duties also included the management of the pre-purchased steel, planning and coordination of construction variables such as the project schedule, site preparation, demolition, construction operation, updating project manual, building permits, environmental issues, kitchen planning, utility relocation, and alley vacations. Recommendation and value engineering support was provided to the client to ensure that the construction figure is in alignment with the budget. These elementary and high schools range in size from 40,000 to 200,000 square feet.



## Resumes of Key Staff

## STR+Nia Collaborative

ART JONES

### Education

- Bachelor of Architecture and Engineering, 1953  
**University of Illinois**, Chicago
- Business Administration, 1956  
**Northwestern University**, Chicago, IL

### Military

- US Army

### PROJECT MANAGER

Art Jones is the Project Manager at Nia Architects, Inc. He has over 47 years experience in design, construction and management of both new and rehabilitated projects. Mr. Jones expertise covers municipal, commercial, industrial, institutional and residential buildings.

### Work Experience

*Nia Architects, Inc., Chicago, IL*  
Architect, 2005 - Present

*Bovis Management Group/ Riteway Construction Co. Chicago, IL*  
Project Manager/ Construction Manager, 2000 - 2005

*Metropolitan and Pier Expansion Authority. Chicago, IL*  
Project Manager, 1997 - 2000

*Riteway Construction Co/ Carlo Steel Corp. Chicago, IL*  
Project Manager/ Construction Manager, 1994 - 1996

*Meltuch Construction Co. Chicago, IL*  
Project Manager/ Construction Manager, 1985 - 1994

*Pepper Construction Co. Chicago, IL and Saudi Arabia*  
Civil Engineer and Project Manager, 1978 - 1985

*Skidmore Owens and Merrill Chicago, IL*  
Structural Designer, 1974 - 1977

### Major Projects:

*Sullivan Elementary School, Chicago, IL*

**Project Manager, Site Manager and Construction Manager**

Project Manager, Site Manager and Construction Manager for site preparation for a new 98,000 Sq. Ft., \$12,800,000.00, 3 story school.

AOR

Nia Architects Inc.



**MICHAEL T. HENDERSON, AIA, CEFPI-REFP, NCARB**  
Executive Vice President/Design Principal - STR Partners LLC  
Project Role: Educational Design Principal

AOR  
STR Partners LLC

**EDUCATION**

University of Cincinnati  
Bachelor of Architecture

**PROFESSIONAL EXPERIENCE**

STR Partners LLC  
Executive Vice President/Principal  
Eastlake Studio, Inc.  
Project Manager  
Milton Small Architects  
Designer  
Troft & Bean  
Designer  
Skidmore, Owings & Merrill  
Designer

**PROFESSIONAL AFFILIATIONS**

American Institute of Architects  
Council of Educational Facility  
Planners International  
National Council of Architectural  
Registration Boards  
Illinois Association of School Business  
Officials

**REGISTRATIONS**

Illinois, Indiana, Wisconsin,  
Ohio, North Carolina

**LECTURE/SEMINAR SPEAKER**

Illinois Association of School Business  
Officials: Environmental Health and Safety  
Seminar, Life Safety Code (2004)  
Aurora University: Architects in Education

**RELATED EXPERIENCE**

Elk Grove High School Addition/Renovation  
Elk Grove High School Natorium Addition  
Prospect High School Addition/Renovation  
Buffalo Grove High School Renovation/Life Safety  
Rolling Meadows High School Renovation/Life Safety  
Elk Grove High School Science Dept. Renovation  
Prospect High School Cafeteria Addition  
Prospect High School Science Dept. Renovation  
Reed-Custer High School - Addition/Renovation  
Libertyville High School Classroom Addition/Renovation  
Libertyville High School Gym Addition/Renovation  
Vernon Hills High School Locker Room  
Schiller Park Middle School  
Pleasantdale Middle School  
Vernon Hills High School Stadium and Concession Stand  
Vernon Hills High School Tennis Courts  
Hersey High School Science Dept. Renovation  
Wheeling High School Science Dept. Renovation  
Nequa Valley Freshman Center Conversion  
Vernon Hills High School Maintenance Building  
Waubonsie Valley Freshman Center Conversion  
Gemini Jr. High School Addition/Renovation  
Indian Prairie High School (Design)  
Avoca West Elementary School Addition/Renovation  
John F. Kennedy Elementary School Addition/Renovation  
Clarendon Hills Middle School  
Hinsdale Middle School (Design)

*Combining my skills in both art and technology allows me to give life to projects resulting in the highest quality product. I firmly believe state-of-the-art facilities that are aesthetically pleasing create living, working, and learning experiences that are more enjoyable and rewarding.*

# Resumes of Key Staff

# STR+Nia Collaborative



**MICHAEL T. HENDERSON, AIA, CEFPI-REFF, NCARB**  
REFERENCES

AOR  
STR Partners LLC

Reference	Projects with Reference	Project Description	Role
Mr. Seymour Schwartz, Director B&G Township High School District 214 2121 S. Goebbert Rd. Arlington Heights, IL 60005 847-718-7600	Elk Grove High School Natatorium Prospect High School Elk Grove High School Hershey High School Wheeling High School	Precast Natatorium High School Major Addition/Renovation High School Major Addition/Renovation High School Addition/Renovation High School Addition/Renovation	Principal-in-charge Principal-in-charge Principal-in-charge Principal-in-charge Principal-in-charge
Ms. Yasmine Dada, Business Manager Community High School District 128 940 W. Park Avenue Libertyville, Illinois 60048 847-367-3192	Libertyville High School Libertyville High School	High School Major Addition/Renovation Gymnasium Renovation	Principal-in-charge Principal-in-charge
Mr. David Holm, Business Manager Indian Prairie Community Unit School District 204 780 Shoreline Drive Aurora, Illinois 60504 630-375-3000	Neuqua Gold Campus Granger Gold Campus Weich Elementary School White Eagle Elementary School Fry Elementary School	Freshman Center Conversion/Addition Freshman Center Conversion/Addition Elementary School Addition/Renovation Elementary School Addition/Renovation Elementary School Addition/Renovation	Principal-in-charge Principal-in-charge Design Principal Design Principal Design Principal
Ms. Sue Kamuda, Director B&G Community Consolidated School District 181 5905 County Line Road Hinsdale, Illinois 60521 630-867-1350 x224	Clarendon Hills Middle School Hinsdale Middle School The Lane Elementary School Garfield Elementary School	New Middle School Middle School Renovation Elementary School Addition/Renovation Elementary School Addition/Renovation	Principal-in-charge Principal-in-charge Design Principal/Project Manager Design Principal/Project Manager
Dr. Joseph Porto, Superintendent Avoca School District 37 2921 Illinois Road Wilmette, Illinois 60091 847-251-3587	Avoca West Elementary School Pleasantdale Middle School	Elementary School Addition/Renovation Middle School Addition/Renovation	Principal-in-charge Principal-in-charge

## Resumes of Key Staff

## STR+Nia Collaborative



**ALAN ARMBRUST, AIA**  
Executive Manager - STR Partners LLC  
Project Role: QA/QC Manager

AOR  
STR Partners LLC

### EDUCATION

Illinois Institute of Technology  
Bachelor of Science in Architecture  
American Academy in Rome  
Post-Graduate Studies

### PROFESSIONAL EXPERIENCE

STR Partners LLC  
Executive Manager  
FGM Architects  
Vice President

### PROFESSIONAL AFFILIATIONS

American Institute of Architects  
Chicago Architectural Club  
Board of Directors  
Art Institute of Chicago  
Architecture Society -  
Board of Directors  
Triton College -  
Adjunct Faculty Member  
American Library Association

### RELATED EXPERIENCE

Rockford Public School District New Swimming Pool  
Warren Township High School District 121 Auditorium Renovation  
Sycamore School District 427 Auditorium Renovation  
College of DuPage - MAC Theater Auditorium Renovation/Upgrade Study  
College of DuPage Pool Renovation Study  
Northwestern University, Kellogg School of Management Auditorium Renovation  
South Holland School District 151 Renovation and Life Safety  
Harvard Community Unit School District 50 Facilities Study/Roof Replacement  
Frankfort Community Consolidated School District 157-C Life Safety  
Geneva CUSD 304 District Wide Master Plan  
Orland School District 135 Addition/Renovation  
Highland Park High School Life Safety Implementation  
Warrenville High School New High School Study  
Leyden Community High School District Life Safety

### REGISTRATIONS

### AWARDS

Chicago Architectural Club  
The Burnham Prize Competition  
Grand Prize Winner  
Chicago Chapter AIA  
Young Architect Award

*Every decision made over the life of a school project should be tested against two criteria: What is the best interest of the school district; and ultimately what is best for the students.*

# Resumes of Key Staff

# STR+Nia Collaborative



**ALAN ARMBRUST, AIA**  
REFERENCES

AOR  
STR Partners LLC

Reference	Projects with Reference	Project Description	Role
Mr. Ron Dulceak, Project Manager College of DuPage 425 Fawell Boulevard Glen Ellyn, Illinois 60137 630-942-2165	MAC Theater College of DuPage-Nataforium	Auditorium Renovation Pool Renovation Study	Project Manager / Project Designer Project Designer
Mr. Luke Glowiak, Asst. Superintendent Sycamore School District 427 245 W. Exchange Street Sycamore, IL 60178 815-879-8100	Warren Township High School	Auditorium Renovation	Project Manager / Project Designer
Dr. Phil Sobacinski, Superintendent Warren Township High School District 121 17962 Gages Lake Road Gages Lake, IL 60030 847-599-4444	Sycamore High School	Auditorium Renovation	Project Manager / Project Designer
Ms. Elena Romero Jensen, Project Manager Kellogg School of Management 2001 Sheridan Road Evanston, IL 60208 847-467-1056	Allen Center	Auditorium Renovation	Project Manager / Project Designer
Mr. Richard Nelson, Director of Facilities Rockford Public School District 201 S. Madison Street Rockford IL 61104	Dennis Nature Science Middle School	New Swimming Pool	Project Manager / Project Designer



**SANDRA MOON, AIA**

Senior Project Manager - STR Partners LLC

Project Role: Senior Project Manager/Interior Architect

AOR

STR Partners LLC

**EDUCATION**

University of Texas, Austin  
Master of Architecture  
Rice University  
Bachelor of Arts, Managerial Studies and  
Psychology

**PROFESSIONAL EXPERIENCE**

STR Partners LLC  
Senior Project Manager  
Eastlake Studio  
Project Manager  
Project Architect  
Quality Reviewer

**PROFESSIONAL AFFILIATION**

American Institute of Architects  
Illinois Capital Development Board  
Project Manager Training

**RELATED EXPERIENCE**

Minooka Community High School, Phase I  
Rolling Meadows High School Renovation  
Buffalo Grove High School Renovation  
John Hershey High School Renovation  
Prospect High School Master Plan  
Prospect High School Addition/Renovation  
University of Chicago Young Building Renovation  
Governors State University Grants Office Addition  
Prospect High School Training Room Renovation  
Prospect High School Science Lab Renovation  
Prospect High School Art Wing Addition  
Elmwood Park High School Auditorium Study  
Wilson Creek Elementary School  
Pleasantdale Elementary School Life-Safety Project  
Capital Planning at Addison ESD 4 (Eight Schools)  
Master Planning/Site Survey for LaGrange ESD 102  
John F. Kennedy Elementary School Gym and Classroom Addition/Renovation  
Reed Custer Intermediate School Renovation  
Pleasantdale Middle School Life-Safety Project  
John G. Shedd Aquarium - Business Office Renovation  
Schlesinger Marketing Research Office Expansion (150,000 sf)

*Listening intently to client needs and concerns is the primary skill for an architect to master. Once needs and priorities are understood, the architect must translate these concepts into an architecture that serves its functions, offers an appealing human experience, and is uniquely suited to the client's personality and needs.*

**REGISTRATION**

Illinois

# Resumes of Key Staff

# STR+Nia Collaborative



**SANDRA MOON, AIA**  
REFERENCES

AOR  
STR Partners LLC

Reference	Projects with Reference	Project Description	Role
Mr. Seymour Schwartz, Director B&G Township High School District 214 2121 S. Goebbert Rd. Arlington Heights, IL 60005 847-718-7600	Prospect High School Rolling Meadows High School Buffalo Grove High School John Hershey High School Forest View Educational Center	High School Major Addition/Renovation High School Addition/Renovation High School Addition/Renovation High School Addition/Renovation Tech. Services Renovation/Relocation	Project Designer/Manager Project Designer/Manager Project Designer/Manager Project Designer/Manager Project Designer/Manager
Mr. Jeffrey Stangland, Business Manager Minooka Community High School District 111 203 W. Mondamin Ave., PO Box 827 Minooka, Illinois 60447-9466 815-467-2557	New South High School	New High School	Project Designer/Manager
Mr. Howard Buffers, Superintendent Manhattan School District 114 15606 West Smith Road Manhattan, Illinois 60442 815-467-2557	Wilson Creek Elementary School	New Elementary School	Project Designer/Manager
Mr. John Asplund, Superintendent Reed-Custer CUSD 255U 255 Comet Drive Braidwood, Illinois 60408 815-468-2307	Intermediate School	Renovation	Project Designer/Manager
Dr. Roberta Taylor, Superintendent Schiller Park School District 81 4050 Wagner Avenue Schiller Park, Illinois 60176 847-671-1816	JFK Elementary School New Middle School	Elementary School Addition/Renovation New Middle School	Project Designer/Manager Project Designer/Manager



**DON HANSEN, AIA**  
Project Manager - STR Partners LLC  
Project Role: Senior Project Manager

AOR  
STR Partners LLC

**EDUCATION**

Iowa State University  
Bachelor of Architecture

**PROFESSIONAL EXPERIENCE**

STR Partners LLC  
Project Manager  
Cordogan, Clark & Assoc.  
Project Manager  
LIU Architects PC  
Project Coordinator

**PROFESSIONAL AFFILIATIONS**

American Institute of Architects  
Illinois Capital Development Board  
Project Manager Training

**REGISTRATION**

Illinois

**RELATED EXPERIENCE**

Libertyville High School Gymnasium Addition  
University of Chicago Young Building Renovation  
Vernon Hills High School Maintenance Storage Building  
Prospect High School Cafeteria Addition/Renovation  
Elk Grove High School Master Plan  
Wheeling High School Administrative Offices Renovations  
Elk Grove High School Natatorium  
Prospect High School Master Plan  
Vernon Hills High School Tennis Courts  
Elk Grove High School Addition/Renovation  
Libertyville High School Sprinkler Installation  
Vernon Hills Locker Room Addition  
White Oak Elementary School  
Clarendon Hills Middle School  
Sawyer Elementary School Addition  
Swift Elementary School Addition  
Indian Trail Junior High School Addition  
Crone Middle School  
Pleasantdale Middle School Addition/Renovation  
Krug Elementary School Addition  
O'Donnell Elementary School Addition  
Wesley Elementary School Renovation  
Betsy Ross Elementary School Addition

*Clear communication and close attention to details guide our way in successfully coordinating all aspects of a project. Our goal is to make the experience of building your project a rewarding one and to provide you with facilities that exceed your goals.*



# Resumes of Key Staff

# STR+Nia Collaborative



**DON HANSEN, AIA**  
REFERENCES

AOR  
STR Partners LLC

Reference	Projects with Reference	Project Description	Role
Mr. Seymour Schwartz, Director B&G Township High School District 214 2121 S. Goebbert Rd. Arlington Heights, IL 60005 847-718-7600	Prospect High School Elk Grove High School	High School Addition/Renovation High School Addition/Renovation	Project Designer/Manager Project Designer/Manager
Mr. Robert Laudadio, Director, B&G Forest Park School District 91 424 S. Des Plaines Avenue Forest Park, Illinois 60130 708-366-5700	Betsy Ross Elementary School Field Stevenson Elementary School	Elementary School Addition/Renovation Elementary School Addition/Renovation	Project Designer/Manager Project Designer/Manager
Ms. Yasmine Dada, Business Manager Community High School District 128 940 W. Park Avenue Libertyville, Illinois 60048 847-367-3192	Libertyville High School Vernon Hills Maintenance Bldg	Gymnasium Addition/Renovation New B&G Building	Project Designer/Manager Project Designer/Manager
Ms. Devra Ellis, Project Manager University of Chicago 5801 S. Ellis Avenue Chicago, Illinois 60637 815-467-2557	University of Chicago	Young Building Renovation	Project Designer/Manager
Dr. Roberta Taylor, Superintendent Schiller Park School District 81 4050 Wagner Avenue Schiller Park, Illinois 60176 847-671-1816	JFK Elementary School	Elementary School Addition/Renovation	Project Designer

## Resumes of Key Staff

## STR+Nia Collaborative



### SCOTT A. KUEHN

Architectural Staff - STR Partners LLC

Project Role: Project Architect

AOR

STR Partners LLC

#### EDUCATION

University of Michigan, Ann Arbor  
Bachelor of Science in Architecture

#### PROFESSIONAL EXPERIENCE

STR Partners LLC  
Project Manager  
Archideas, Inc.  
Project Manager  
Michael Heishensen Architects, Ltd.  
Architectural Staff and CAD Manager  
Perkins & Will  
Architectural Staff and CAD Coordinator

#### RELATED EXPERIENCE

Minooka Community High School-Phase I  
Minooka District 201 Middle School  
Harper Elementary School Addition and Life-Safety  
Romona Elementary School  
Central School Elementary School  
International School, Manila, Philippines  
Evanston Buildings and Grounds Facility Schematic Design / Feasibility Study  
Michael Best & Friedrich LLC Office Build-Out  
Paskanelli Inc. Office Build-Out  
JSQ Inc. Office Build-Out  
Creedon & Associates Office Build-Out  
Prairie Packaging Inc. Manufacturing Facilities Renovation  
Priority Foods Warehouse & Office Building  
Buffalo Grove Office Building  
High Ridge Office Building  
Bannockburn Office Building  
Dirksen Federal Building - Bankruptcy Court Renovation  
Federal Bankruptcy Courthouse, Greenboro, NC  
Federal Bankruptcy Courthouse, Jackson, TN  
LaSalle Bank, Carol Stream  
Comerica Banks  
Mercy Medical Center

*Our pride is reflected in the projects we create for clients. By combining an in-depth knowledge of technology with fine aesthetics, we create state-of-the-art projects that exceed client goals and are delivered on time and on budget.*

# Resumes of Key Staff

# STR+Nia Collaborative



**SCOTT A. KUEHN**  
REFERENCES

AOR  
STR Partners LLC

Reference	Projects with Reference	Project Description	Role
Mr. Marlin McConahay, Administrator - Finance & Ops Wilmette Public Schools District 39 615 Locust Road Wilmette, Illinois 60091 847-256-2450 Phone	Harper Elementary School Romona Elementary School Central School	Elementary School Addition/Renovation Elementary School Addition/Renovation Life Safety Report/Remediation	Project Designer/Manager Project Designer/Manager Project Designer/Manager
Mr. Jeffrey Stangland, Business Manager Minooka Community High School District 111 203 W. Mondamin Ave., PO Box 827 Minooka, Illinois 60447-9466 815-467-2557 Phone	New South High School	New High School	Project Designer
Mr. Al Gegenheimer, Superintendent Minooka CCSD 201 333 McEvilly Road Minooka, Illinois 60447 815-467-6121 Phone	New Junior High School	New Junior High School	Project Designer



**LOUIS NG, LEED® AP**

Project Manager - STR Partners LLC

Project Role: Project Architect

AOR

STR Partners LLC

**EDUCATION**

University of Manitoba  
Bachelor of Environmental Studies

**PROFESSIONAL EXPERIENCE**

STR Partners LLC  
Project Manager  
Senior Associate  
Purecreative Asia Ltd.  
Project Designer and Coordinator  
Thomas Chow Architects Ltd.  
Assistant Project Architect

**PROFESSIONAL AFFILIATIONS**

Association of Licensed Architects  
U.S. Green Building Council  
Green Building Certification Institute  
Capital Development Board  
Project Manager Training

**RELATED EXPERIENCE**

Minooka Community High School, Phase I  
Prospect High School Locker Room Expansion  
Minooka Community High School Cafeterium Addition  
Minooka Community High School Fitness/Fine Arts Addition  
Caruso Middle School Addition  
Minooka Junior High School Classroom Addition  
Minooka Community High School Life-Safety Project  
Minooka New Elementary School  
Walnut Trails Elementary School  
Lakewood Trails Elementary School  
Wilson Creek Elementary School Addition/Renovation  
Danielle Patterson Elementary School  
Owen Elementary School Addition/Renovation  
Fry Elementary School Addition/Renovation  
Manhattan SD114 Transportation Center  
D201 Middle School Addition/Renovation  
Addison ESD 4 (Eight Schools)  
White Eagle Elementary School Addition  
Weich Elementary School Addition  
Grant White Addition  
Garfield Elementary School Addition  
Master Planning for MCHS Parking Expansion and Future Classroom Additions  
Grundy County Special Education Cooperative Addition  
9th Grade Conversion at Crone & Granger Middle Schools  
Computer Classroom expansion at May Watts Elementary School  
Addison SD4 Schools Capital Planning  
Kipling Elementary School Ceiling Replacement  
Shabana Middle School Addition

*Sound knowledge of the entire building process, paired with meticulous attention to the details of that process, allow us to anticipate and resolve problems and coordinate client projects smoothly and effectively.*

**Resumes of Key Staff**

**STR+Nia Collaborative**



**LOUIS NG, LEED® AP  
REFERENCES**

**AOR  
STR Partners LLC**

Reference	Projects with Reference	Project Description	Role
Mr. Jeffrey Stangland, Business Manager Minooka Community High School District 111 203 W. Mandamin Ave., PO Box 827 Minooka, Illinois 60447-9466 815-467-2557	New South High School Minooka HS Cafeteria Fitness/Fine Arts Shabbona Middle School	New High School High School Addition High School Addition Middle School Addition	Project Designer/Manager Project Designer/Manager Project Designer/Manager Project Designer
Mr. David Holm, Business Manager Indian Prairie Community Unit School District 204 780 Shoreline Drive Aurora, Illinois 60504 630-375-3000	Owen Elementary School Ashwood Park Elementary School Neuqua Gold Campus Granger Gold Campus	New Elementary School New Elementary School Freshman Center Conversion/Addition Freshman Center Conversion/Addition	Project Designer/Manager Project Designer/Manager Project Designer Project Designer
Mr. Robert Laudadio, Director, Bldgs & Grnds Forest Park School District 91 424 S. Des Plaines Avenue Forest Park, Illinois 60130 708-366-5700	Grant White Elementary School Garfield Elementary School	Elementary School Addition/Renovation Elementary School Addition/Renovation	Project Designer Project Designer
Mr. Howard Butters, Superintendent Manhattan School District 114 15606 West Smith Road Manhattan, Illinois 60442 815-478-6090	Wilson Creek Elementary School	New Elementary School	Project Designer
Greg Himebaugh, Business Manager Deerfield Public Sch Dist 10 517 Deerfield Rd Deerfield, Illinois 60015 847-945-1844	Caruso Middle school	Middle School Addition/Renovation	Project Designer

## Resumes of Key Staff

## STR+Nia Collaborative



### EDWIN SANCHEZ

Project Manager - STR Partners LLC  
Project Role: Project Architect

AOR

STR Partners LLC

#### EDUCATION

Universidad Autonoma Metropolitana  
Bachelor of Architecture

#### PROFESSIONAL EXPERIENCE

STR Partners LLC  
Senior Associate  
Burns + Beyerl Architects  
Architect  
Rudolph Architects  
Staff Architect  
Proenza Architects  
Staff Architect  
Arquitectonica Hispana  
CAD Specialist  
Dias Banos Architects  
CAD Specialist  
Expresa Alpha Construcciones  
Draffisma

#### RELATED EXPERIENCE

New Minooka Community High School, Phase I  
Minooka Junior High School Addition  
Governor's State University Facilities Improvement  
Indian Prairie School District 204 Mobile Classroom  
Manhattan School District 114 - Transportation Center  
Schaumburg School District 54 Facilities Improvements  
Minooka School District 201 Elementary School  
Forest Park School District 91 Life Safety Work  
Minooka Elementary Addition  
Schaumburg School District 54 Middle School Renovations  
Addison School District 4 Life Safety

*My mastery of technological applications allows clients to realize the true benefits of efficient design. They appreciate the value of well-executed architecture.*

**Resumes of Key Staff**

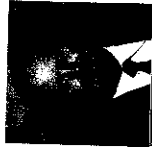
**STR+Nia Collaborative**



**EDWIN SANCHEZ**  
REFERENCES

AOR  
STR Partners LLC

Reference	Projects with Reference	Project Description	Role
Mr. William J. Hayes Schaumburg School District 54 524 E. Schaumburg Road Schaumburg, Illinois 60194 847-357-6856	Schaumburg School District 54	Middle School Renovation	Project Architect



**THOMAS MCGING, AIA, CSI**

Principal/Sr. Construction Consultant - STR Consulting LLC

Project Role: Estimator/Scheduler

Estimating  
STR Consulting LLC

**EDUCATION**

Illinois Institute of Technology  
Bachelor of Architecture

**PROFESSIONAL EXPERIENCE**

STR Consulting LLC

- Principal
- Senior Construction Consultant
- Project Manager/Estimator
- Owner's Representative
- Project Control, Inc.
- Project Manager
- Construction Field Manager
- Estimator
- Scheduler

**RELATED EXPERIENCE**

- New Minooka Community High School, Phase I
- Waubonsie Valley High School Repairs
- Minooka Freshmen Center
- Minooka Community High School Cafetorium Addition
- Minooka Community High School Fitness/Fine Arts Center
- Libertyville High School Addition/Renovation
- Libertyville High School Gym Addition
- Vernon Hills High School Concession Building
- IPSD - Newer High School and Elevation Study
- Lincoln-way High School
- Elmwood Park High School Auditorium
- Addison Trail High School
- Vernon Hills High School Stage Platform
- Elk Grove High School Renovation
- Prospect High School - Addition/Renovation/Labs
- Hersey High School - Addition/Renovation/Labs
- Buffalo Grove High School Addition
- Neuqua Valley Freshman Center, Gold Campus
- Waubonsie Valley Freshman Center, Gold Campus
- Addison ESD 4 Capital Improvement Projects

**PROFESSIONAL LICENSES**

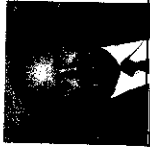
- Licensed Architect, Illinois
- American Institute of Architects
- Construction Specifications Institute
- American Society of Professional Estimators

*At STR we blend the form and function of design with the reality of time and budget. We have the expertise to help you avoid surprises and minimize pitfalls that can be encountered on any construction project. The fundamental planning of the budget and schedule are just as critical as the architectural layout, form, and function for a successful project. We strive to ensure that you receive the maximum return on your construction dollar investment.*



# Resumes of Key Staff

# STR+Nia Collaborative



**THOMAS MCGING, AIA, CSI**  
REFERENCES

Estimating  
STR Consulting LLC

Reference	Projects with Reference	Project Description	Role
Mr. Jeffery Stangland, Business Manager Minooka Community High School District 111 203 West Mandarin Street Minooka, Illinois 60447 815-467-2557	Minooka High School Cafeterium Addition Minooka High School Fine Arts/Fitness Center New Minooka High School	Cafeteria, Kitchen Addition Fitness Center Addition and Art Renovation Cost Control Services	Owner's Representative Owner's Representative Conceptual, Schematic, DD, & CD Estimates
Dr. Michael Wright, Former Superintendent Morris School District 54 54 White Oak Drive Morris, Illinois 60450 847-474-4357	White Oaks Elementary School Shabbona Middle School Addition / Renovation	New 180,000 s.f. School Middle School Renovation	Owner's Representative Owner's Representative
Thomas Zini Project Control 411 S. Wells, Suite 902 Chicago, IL 60607 312-922-5151 tzini@projectcontrol.com	Elk Grove Police Station	New Building - Green Roof	Cost Estimator
Daniel Atilano Burnidge Cassell Associates 25 S. Grove Ave. Suite 500 Eglin, IL 60120 847-695-1985 x126 d.atilano@bcca-arch.com	Pingree Grove Village Hall and Police Complex	Combind Village Hall and Police Facility	Cost Estimator
Michael Benstent Henry Brothers Construction Mgmt 9821 South 78th Ave Hickory Hills, IL 60457 708-430-5400	Lincoln-way North High School	413,317 sf High School Football Stadium	Cost Estimator - DD-60% CD



**CHRIS SHIELDS, RRO**

Senior Consultant - STR Building Resources LLC

Project Role: Senior Roofing/Waterproofing Consultant

Roofing Consultant  
STR Building Resources LLC

**EDUCATION**

Thornton Community College  
Architectural Engineering  
Associated Design School  
Certificate of Design and Drafting

**PROFESSIONAL EXPERIENCE**

STR Building Resources  
Consultant  
Legal Architects  
Roof Consultant, Design, Project management  
Brown and Kerr Inc.  
Construction , Project management

**PROFESSIONAL AFFILIATIONS**

RCI - The Institute of Roofing, Waterproofing and  
Building Envelope Professionals  
Registered Roof Observer

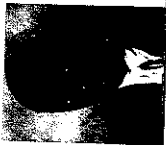
**RELATED EXPERIENCE**

Chicago Public Schools John T. McCutcheon School and Annex  
Chicago Public Schools Wildwood IB World Magnet School  
Chicago Public Schools John Hope College Preparatory School  
Chicago City Hall Green Roof  
Walmart Green Roof, Drawing review for Roof Scapes  
Matteson School District 159 New Middle School  
CLC Vault Waterproofing  
Waukegan Community Unit School District 60.  
Floosmoor School District 161  
Moline School District 40  
Sterling School District 5  
Community Consolidated School District 59  
Prairie Hills School District 144  
St Thomas the Apostle Church  
Wheaton - Warrenville School District 200 Hubble Middle School  
City of Rolling Meadows, Roof and window replacement  
North Palos Elementary School District 117 Facility Improvements  
William Rainey Harper College, Buildings A, B and C  
Deerfield School District 109  
Addison School District 4 Stone Elementary School  
Indian Prairie School District 204

*The value of a roof consulting company is determined by its ability to identify problems, design solutions that meet client needs and expectations, and effectively communicate information to both clients and contractors.*

# Resumes of Key Staff

# STR+Nia Collaborative



**CHRIS SHIELDS, RRO**  
REFERENCES

Roofing Consultant  
STR Building Resources LLC

Reference	Projects with Reference	Project Description	Role
Janet Gobernatz Pace 560 West Algonquin Road Arlington Heights, IL 60005	River Division Roof Replacement	Facilities Improvement/Roofing Replacement	Roofing / Building Envelope Consultant
Dr Douglas Heisbol Superintendent of Schools Laraway School District 70C 275 Laraway Road Joliet IL 60436	Laraway Elementary School Oak Valley Elementary School	Roof Replacement Roof Replacement	Roofing / Building Envelope Consultant Roofing / Building Envelope Consultant
Dan Moss Director of Buildings and Grounds North Palos School District 117 7825 West 103rd Street Palos Hills IL 60465	North Palos School District 117	District Wide Roofing Removal/Life Safety	Roofing / Building Envelope Consultant
Jay Strang, Director of Building Operations Morris School District 54 780 Shoreline Drive Aurora, IL 60504 630-675-1569	Roofing / Annual Update Surveys for 33 Schools Roofing Specifications and Services for 16 Schools	Roofing and Building Envelope Repairs/Replacement	Roofing / Building Envelope Consultant

## Resumes of Key Staff



*My role is to keep water out of buildings through proper detailing, careful inspection of work during installation, and education of owners on maintaining roofs and exterior enclosures so that they last longer.*

# STR+Nia Collaborative

Roofing Consultant  
STR Building Resources LLC

### EDUCATION

College of DuPage  
Associate Degree, Architectural  
Technology  
Roofing Industry Educational Institute  
Bursi Update Seminar  
University of Wisconsin  
Effective Project Management for  
Buildings and Construction  
Owens Corning Perma Map Seminar  
CSI Construction Specifications  
Certification  
Siplast Modified Asphalt Seminar

### PROFESSIONAL EXPERIENCE

Industrial Roofing Services, Inc.  
Project Manager  
Professional Service Industries, Inc.  
Project Manager  
D.E. Bush & Associates  
Roof Consultant

### REGISTRATION/AFFILIATION

The Construction Specifications Institute  
Certified Construction Specifier

### PROJECT EXPERIENCE

Tony Loden directs all activities relating to STR Building Resources' projects.

Mr. Loden brings more than 26 years of experience performing visual roof surveys, roof core sampling and laboratory analysis. He executes field inspection and observation services for new roofing and maintenance roofing applications. He also prepares written reports of analysis work, budget estimates, roofing specifications and details for an assortment of different types of facilities. As an expert in his field, he has performed forensic investigations and roof failure analysis for many legal cases.

Tony Loden has directed several thousand projects, including industrial facilities, mixed-use facilities, corporate and commercial facilities, and institutional and public facilities.

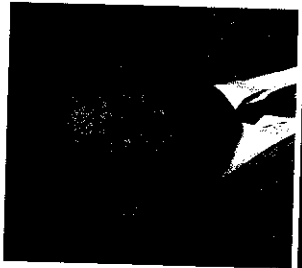
Clients maintain that Mr. Loden's hands-on experience and extensive expertise provide them with finished projects that routinely exceed their expectations.

### REPRESENTATIVE SCHOOL CLIENTS

Antloch High School District 117  
(Schaumburg) Community Consolidated School District 54  
Community High School District 128  
Indian Prairie School District 204  
Minooka Community High School District 111  
Minooka Community Consolidated School District 201  
Avoca School District 37  
Deerfield Public Schools District 109  
Pleasantdale School District 107  
Wilmette Public Schools District 39  
Reed-Custer Community Unit School District 255U  
Schiller Park School District 81  
Township High School District 214

## Resumes of Key Staff

## STR+Nia Collaborative



*The value of a roof consulting company is determined by its ability to identify problems, design solutions that meet client needs and expectations, and effectively communicate information to both*

Roofing Consultant  
STR Building Resources LLC

### EDUCATION

University of Wisconsin, Madison  
Bachelor of Science, Resource  
Management  
Minor: Business

### PROFESSIONAL EXPERIENCE

Industrial Roofing Services, Inc.  
Vice President/General Manager  
Tremco Manufacturing  
Regional Sales Representative  
Midwest Sales, Inc.

### PROJECT EXPERIENCE

With more than 20 years of roof consulting business experience and construction industry experience, Jim Clark is well qualified to lead projects to successful completion.

Mr. Clark's broad management experience, problem-solving skills, and ability to interpret and communicate client needs benefit STR Building Resources and its clients.

Mr. Clark has gained the confidence of many clients by determining their needs and implementing solutions that ultimately achieve their goals. Contractors, clients and employees alike appreciate his ability to successfully manage projects.

### REPRESENTATIVE SCHOOL CLIENTS

Antioch High School District 117  
(Schaumburg) Community Consolidated School District 54  
Community High School District 128  
Indian Prairie School District 204  
Minooka Community High School District 111  
Minooka Community Consolidated School District 201  
Avoca School District 37  
Deerfield Public Schools District 109  
Pleasantdale School District 107  
Wilmette Public Schools District 39  
Reed-Custer Community Unit School District 255U

## Resumes of Key Staff

## STR+Nia Collaborative

### KAREN S. STEINGRABER, P.E.

President/Principal

Project Role: Civil Consultant

Civil Consultant  
Terra Engineering Ltd.

#### EDUCATION

University of Texas

M.S.C.E.; B.S.C.E.,

Florida Atlantic University

Bachelor of Arts

#### PROFESSIONAL EXPERIENCE

Terra Engineering Ltd.

President

Perkins & Will

Senior Associate/Department Head

K-Site Engineering

President

Espey, Huston & Associates

Associate

#### PROFESSIONAL REGISTRATIONS

Illinois, Wisconsin, Iowa, Ohio,

Michigan, Texas

#### AWARDS / PROFESSIONAL AFFILIATIONS

Tau Beta Pi, Engineering Honor Society

Phi Kappa Phi, Honor Society

T.U. Taylor Engineering Scholarship

University of Texas Scholar

EPA Fellowship

Nat. Society of Professional Engineers

Illinois Society of Professional Engineers

American Society of Civil Engineers

University of Texas – Advisory Board for College of Engineering

Bradley University – Advisory Board for College of Engineering

#### PROFESSIONAL PAPERS

"GIS Lays Foundation for Saudi Arabian University", Geo Info Systems, 1992.

"Environmental Assessment", Northwestern University, 1988.

"Water Supply for Snowmaking Demand", 1982.

"Analysis of Streamflow and Water Quality in Elk Creek Basin", 1982.

"Appraisal Report on Main Elk Dam Wheeler Gulch Pipeline", 1981.

"Removal of Methane from Landfills".

"Guidelines for Assessment, Design and Operation of Municipal Landfills."

## Resumes of Key Staff

## STR+Nia Collaborative

**KAREN S. STEINGRABER, P.E.**

President/Principal

Project Role: Civil Consultant

Civil Consultant  
Tetra Engineering Ltd.

### EDUCATION

University of Texas

M.S.C.E.; B.S.C.E.,

Florida Atlantic University

Bachelor of Arts

### PROFESSIONAL EXPERIENCE

Tetra Engineering Ltd.

President

Perkins & Will

Senior Associate/Department Head

K-Site Engineering

President

Espey, Huston & Associates

Associate

### PROFESSIONAL REGISTRATIONS

Illinois, Wisconsin, Iowa, Ohio,

Michigan, Texas

### AWARDS / PROFESSIONAL AFFILIATIONS

Tau Beta Pi, Engineering Honor Society

Phi Kappa Phi, Honor Society

T.U. Taylor Engineering Scholarship

University of Texas Scholar

EPA Fellowship

Nat. Society of Professional Engineers

Illinois Society of Professional Engineers

American Society of Civil Engineers

University of Texas – Advisory Board for College of Engineering

Bradley University – Advisory Board for College of Engineering

### PROFESSIONAL PAPERS

"GIS Lays Foundation for Saudi Arabian University", Geo Info Systems, 1992.

"Environmental Assessment", Northwestern University, 1988.

"Water Supply for Snowmaking Demand", 1982.

"Analysis of Streamflow and Water Quality in Elk Creek Basin", 1982.

"Appraisal Report on Main Elk Dam Wheeler Gulch Pipeline", 1981.

"Removal of Methane from Landfills".

"Guidelines for Assessment, Design and Operation of Municipal Landfills."

## Resumes of Key Staff

## STR+Nia Collaborative

**KAREN S. STEINGRABER, P.E.**

President/Principal

Project Role: Civil Consultant

Civil Consultant

Terra Engineering Ltd.

### RELATED EXPERIENCE

#### **Rush Hospital Addition/MOB/Parking Garage**

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

#### **Central for Green Technology, Chicago, IL**

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

#### **Park Boulevard Redevelopment, Chicago, IL**

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

#### **City of Chicago Fire Stations, Chicago, IL**

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

#### **Town of Cicero - Public Buildings and Parking Garage**

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

#### **Chicago Public School Campus Parks**

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



## Resumes of Key Staff

## STR+Nia Collaborative

### DANIELLE KOWALESKI

Assistant Project Manager  
Project Role: Civil Consultant

Civil Consultant  
Terra Engineering Ltd.

#### EDUCATION

Illinois Institute of Technology  
Bachelor of Architecture  
Minor in Computer Aided Design

#### PROFESSIONAL EXPERIENCE

Terra Engineering Ltd.  
Assistant Project Manager  
Blue Work Design Group  
Architectural Intern  
Engineering Ministries International  
Architectural Intern

#### RELATED EXPERIENCE

##### Juarez High School

Site design and project management for this four part construction project for this south side City school. Work included awareness of various utility easements trisecting the sites as well as appropriate utility design in response.

##### 1327 S Wabash, Chicago, IL

Site design for the residential mid-rise in Chicago's south loop, permitting with the City of Chicago's Department of Water Management (MWRD), preparation of specifications, project management.

##### 2200 S. Busse, Elk Grove Village, IL

Site design for the renovated high tech facility and permitting with the Village of Elk Grove, MWRD, and Cook County Highway Department

##### CHA Scattered Sites

Site design and project management for CHA residences throughout Chicago. Work included modifying the site to comply with current ADA requirements.

##### Harlem & Ontario

Site design for this commercial and residential mixed-use development in Oak Park, IL, and permitting with MWRD and the Illinois Department of Transportation (IDOT). Calculated pre and post run-off rates and quantities to gain LEED credit for the site.

##### Fire Stations 102 and 121

Site design for two fire stations in Chicago, permitting with the City of Chicago's Department of Water Management, permitting with Chicago Department of Transportation, preparation of specifications, and project management.

##### 14th and State

Site design for the residential tower and parking garage in Chicago's South Loop. Site work also included a park at grade. Coordinated with the Water Department the various water taps and cut and caps necessary for development.

## Resumes of Key Staff

# STR+Nia Collaborative

### CHRISTOPHER MIEHLE

Staff Designer

Project Role: Project Designer

Civil Consultant  
Terra Engineering Ltd.

#### EDUCATION

M.S., Geography, 2003, Southern Illinois University, Carbondale  
B.S., Environmental Health, 2000, Illinois State University

#### WORK EXPERIENCE

**Project Designer, Terra Engineering, Ltd., Chicago, IL.**  
Chris has been involved in the planning, designing, and permitting of numerous site development projects in the Chicagoland area including the following:

- Rush University Medical Center – Site design and permitting for this multi-phased construction development for the prestigious Rush Medical Center. Work included preparation of design documents, permitting stormwater detention and sewer design with the City of Chicago Department of Water Management (DWM), and permitting ROW improvements with the Chicago Department of Transportation (CDOT).
- Rush University Medical Center, Harrison Tunnel – A pedestrian and utility tunnel under W. Harrison St. Harrison Tunnel work included assisting with utility design and permitting through DWM and CDOT.
- Library Research Pavilion – Site design for addition to University of Chicago's Regenstein Library. Project includes permitting stormwater detention, sewer design, and chilled water routing with DWM. ROW improvements including street restoration and ADA compliant walks were permitted through CDOT.
- Ridgeway Avenue Improvements – Street design of a section of Ridgeway Avenue in Chicago as part of CDOT street improvement program. Project included preparing grading and drainage plans, as well as ADA improvements.
- 2200 S. Busse, Elk Grove Village, IL - Site design for a renovated data center and permitting with the Village of Elk Grove, MWRD, and Cook County Highway Department
- Powell Elementary School – Site design, preparation of design documents, and permitting through CDOT and the City of Chicago Department of Buildings (DOB) sewer review section. Specific stormwater Best Management Practices (BMP's) implemented include permeable pavement and landscape infiltration.
- City of Chicago Fire Department Station 121 – Site design of ROW structures, ramps, and medians as well as permitting through CDOT.
- Chicago Lighthouse – Design of utilities and ROW improvements associated with an addition to the Chicago Lighthouse school for the blind. Permitting was completed through CDOT.
- Black Magnet School – Site design of parking area and ADA compliant ROW improvements. Permitting was completed through CDOT.
- University of Illinois at Chicago, Lincoln Hall Renovation- Routing of geothermal piping to service Lincoln Hall as well as preparing documentation to confirm compliance with related LEED requirements.
- CHA Washington Park – Site design for eight CHA residences. Work included preparing construction documents and permitting with DWM.
- Peggy Notebaert Nature Museum – Site design for permeable paver multi-use area.
- Black Magnet School – Site design of parking area and ADA compliant ROW improvements. Permitting was completed through CDOT.

## Resumes of Key Staff

## STR+Nia Collaborative

**CHARLES ANDERSON, SE, PE**

Structural Engineer  
C.E. Anderson & Associates

President

Project Role: Principal-in-Charge

### Community Center Facilities

Del Webb's Sun City  
Niles Park District  
Northfield Community Center  
Oak Brook Park District  
Orland Park Village Center

Huntley, Illinois  
Niles, Illinois  
Northfield, Illinois  
Oak Brook, Illinois  
Orland Park, Illinois

### Hospital/ Laboratory Projects

Gundersen Lutheran, East Building, S.E.O.R.  
University of Chicago Medical Center  
Pediatrics Biomedical Research Building, S.E.  
Biomedical Research Building, S.E.O.R.  
Brommen Medical Center, S.E.O.R.  
Loyola University, Ambulatory Care Facility, S.E.O.R.

Lacrosse, Wisconsin  
Chicago, Illinois  
St. Louis, Missouri  
Philadelphia, Pennsylvania  
Normal, Illinois  
Maywood, Illinois

### PROFESSIONAL BACKGROUND

1995 - Present **C.E. Anderson & Associates, Inc.**  
Chicago, Illinois

Founded C.E. Anderson & Associates to provide structural engineering consulting services, conceptual design, analysis, construction documents, investigations, evaluations, building surveys, reports, value engineering, and historical building adaptive reuse and preservation studies. Responsible for guiding the performance of 23 staff members, coordinating the structural analysis and design through all stages of its structural design; proposal development, identification of design requirements, on-going supervision of design concepts and their respective requirements, written details, and project schedules. Additional responsibilities include client contact, advancement of office technology, office finances, and personnel management.

1984 - 1985 **Chipman Adams Ltd.**  
Park Ridge, Illinois

Vice President  
Responsible for establishing and marketing an engineering department for the firm. Coordinated and implemented structural design of all office projects, including interface with other intra-office and engineering disciplines, and client contact.

1982 - 1984 **Perkins & Will Group, Inc.**  
Chicago, Illinois

Vice President

Elected Vice President, April 1982. Continued as Coordinator of Project Managers, responsible for performance of Chicago office project managers, and management of specific on-going projects. Responsible for monitoring office budgets and financial forecasts, office revenue billing and manpower projections and monthly review of all Chicago projects.

1989 - 1982

**Perkins & Will Group, Inc.**  
Chicago, Illinois

Elected Associate Principal of the firm and appointed Coordinator of Project Management for the Chicago Office. In addition to Project Management of several major projects, responsible for hiring, coordination, assignments and personnel performance reviews of all Chicago Office Project Managers. As a coordinating manager responsible for developing and monitoring departmental budget for capital expenditures and labor projections, provide assistance and advice to other project managers and monitor progress and profitability.

**Associate Principal  
Senior Project Manager**

Managing Principal responsible for the Kraft General Foods Corporation Headquarters, 100 North Riverside and 225 West Wacker Drive projects. Involvement in all aspects of client relations, contractual matters and project profitability. Work with business development personnel to further the development of the market sector.

1980 - 1989

**Perkins & Will Group, Inc.**  
Chicago, Illinois

**Senior Associate  
Project Manager**

Responsible for management of project from conception through construction phase reporting to the project managing principal and design principal. Responsibilities as Project Manager include development of initial fees, day-to-day client contact, scheduling and coordination of multidiscipline project teams, departmental distribution and monitoring of internal budgets, overall profitability and project accountability.

1974 - 1980

**Perkins & Will Group, Inc.**  
Chicago, Illinois

**Associate  
Project Structural Engineer**

Beginning as a Senior Engineering Designer responsible for analysis and design, culminating as a project engineer responsible for the coordination and implementation of structural design, which included seismic design of several facilities. Responsibilities included: structural team coordination and assignments, project interface with other in-office disciplines and client contacts.

1974

**University of Illinois  
Department of Architecture**  
Urbana, Illinois

**Graduate Teaching Assistant**

Instructor of undergraduate Strength of Materials and Basic Steel Design classes.

### EDUCATION

**University of Illinois**  
Urbana, Illinois

1974

Master of Science in Architectural Engineering

**University of Illinois**  
Urbana, Illinois

1973

Bachelor of Architecture

**University of Illinois**  
Versailles, France

1972

Architecture Study Abroad Program

## Resumes of Key Staff

## STR+Nia Collaborative

**CHARLES E. ANDERSON, SE, PE**

Structural Engineer  
C.E. Anderson & Associates

President

Project Role: Principal-in-Charge

### PROFESSIONAL ORGANIZATIONS

American Society of Civil Engineers  
Chicago Committee on High Rise Buildings  
Structural Engineers Association of Illinois  
American Concrete Institute  
Post Tensioning Institute  
National Council of Examiners for Engineering and Surveying

### PROFESSIONAL SPEAKING ENGAGEMENTS AND ARTICLES

The 14th Annual Conference of the AIA Corporate Architects Committee  
"Managing Real Estate Assets in the 90's"

The Chicago Architecture Foundation

"Morton International Building: Neo-Modernism Above Railroad Yards"

Guest lecturer: University of Illinois, Urbana, Illinois

Engineering News-Record, Interview

"Derring-do on the Rails Near the Chicago River"

## Resumes of Key Staff

### RANDALL N. TAKAHASHI

#### Senior Project Engineer

#### Project Role: Senior Project Engineer

Randy has more than 30 years experience in structural engineering. He received his Bachelor of Architecture and Master of Science in Architectural Engineering from the University of Illinois, Urbana campus.

Randy began his career with Professor Ingvar Schousboe in his Chicago office and after two years, joined Perkins & Will in Chicago. As a project engineer, he worked on a wide variety of building types including health care facilities, governmental facilities, transportation facilities, large-scale corporate headquarters, educational facilities and high-rise office buildings.

He is a founding member of C.E. Anderson & Associates.

#### REPRESENTATIVE PROJECT EXPERIENCE

##### Higher Education Projects

Biomedical Research Building  
University of Pennsylvania  
Bio-Nuclear Research Building  
Ohio State University  
Education City Bridge Arts and Science  
Grand Rapids Junior College, Student  
Union and Technology Center  
Mandel Hall at the University of Chicago  
New Ambulatory Care Center for  
Loyola University Medical Center  
Northwestern University Medical Center  
Pediatrics Biomedical Research Building  
Washington University  
University of Chicago Medical Center  
University of Illinois -  
School of Architecture  
Weill Cornell Medical College, School of Medicine

##### Educational Facilities

Perry High School  
Solon High School  
Troy High School  
Grayslake High School

##### Historical Building Renovation Projects

Mandel Hall at the University of Chicago  
**Hospital/ Laboratory Projects**  
University of Chicago Medical Center  
Northwestern University Medical Center  
New Ambulatory Care Center for  
Loyola University Medical Center  
Palos Community Hospital Ambulatory Care Facility  
Colonel Blanchfield Army Hospital  
Butterworth Hospital  
Pediatrics Biomedical Research Building  
Washington University

Perry, Ohio  
Solon, Ohio  
Troy, Michigan  
Grayslake, Illinois

Chicago, Illinois

Chicago, Illinois  
Chicago, Illinois

Maywood, Illinois  
Palos Hills, Illinois  
Fort Campbell, Kentucky  
Grand Rapids, Michigan

St. Louis, Missouri

## STR+Nia Collaborative

### Structural Engineer C.E. Anderson & Associates

Biomedical Research Building  
University of Pennsylvania  
Bio-Nuclear Research Building  
Ohio State University

Philadelphia, Pennsylvania  
Columbus, Ohio

#### PROFESSIONAL BACKGROUND

1995 -Present **C.E. Anderson & Associates, Inc.**  
Chicago, Illinois **Senior Project Engineer**

Responsible for leading structural engineering teams to provide consulting services, conceptual design, analysis, construction documents, investigations, evaluations, building surveys, reports, etc. on a variety of different projects, including financial institutions, commercial buildings, religious facilities, schools, medical facilities, municipal buildings, and large hotel/condominium complexes. Each project is personally supervised through all stages of its structural design: proposal development, identification of design requirements, on-going supervision of design concepts and their respective requirements, written details, and project schedules. Also responsible for development of the firm's marketing strategies and project management systems, including project schedules and budgets. Additional responsibilities include client contact, advancement of office technology, and personnel management.

1994 - 1995 **Chipman Adams**  
Park Ridge, Illinois **Senior Project Engineer**

1974 - 1994 **Perkins & Will Group, Inc.**  
Chicago, Illinois **Associate  
Senior Project Engineer**

Responsible for the structural design of new schools, laboratory buildings for major colleges, hospital additions and expansions, high rise office buildings throughout the United States, Europe, and Southeast Asia.

1972 - 1974 **Schoesboe Seidensticker**  
Chicago, Illinois **Engineering Designer**

Responsible for analysis and design of structural systems for commercial and institutional buildings with emphasis on over-all production of contract documents and interdisciplinary coordination.

#### EDUCATION

**University of Illinois**  
Urbana, Illinois Master of Science in Architectural Engineering 1971

**University of Illinois**  
Urbana, Illinois Bachelor of Architectural 1970

**University of Illinois**  
La Napoule, France Architectural Study Abroad 1969

## Resumes of Key Staff

# STR+Nia Collaborative

### CANDICE MCCOUCH, SE

Structural Engineer  
C.E. Anderson & Associates

Project Engineer

Project Role: Senior Project Engineer

Candice has over 8 years of experience as a structural engineer. She received her Bachelor of Architectural Engineering, Structural Option and Master of Architectural Engineering from the Pennsylvania State University. She had summer internships with Delon Hampton & Associates in Washington, DC and CUH2A in Princeton, NJ prior to graduation. Candice began practicing structural engineering full-time with Fisher + Partners Structural Engineers in Chicago after graduation. She has experience with a variety of building types, including residential, retail, government, office and educational. Candice joined C.E. Anderson & Associates in 2007 as a Project Structural Engineer.

#### PROJECT EXPERIENCE

111 North Sangamon	Chicago, Illinois
746 North Milwaukee	Chicago, Illinois
909 West Washington	Chicago, Illinois
Clybourn Galleria	Chicago, Illinois
The Commonwealth	Chicago, Illinois
Crate & Barrel	Geneva, Illinois
The Edge	Chicago, Illinois
Lofts 54	Chicago, Illinois
Morton Arboretum Visitors' Center	Champaign, Illinois
Paramount Lofts	Liste, Illinois
Prairie House	Chicago, Illinois
The Promenade	Chicago, Illinois
Renaissance Hotel	Chicago, Illinois
St. Olaf Science Complex	Chicago, Illinois
Wheaton Academy	Northfield, Minnesota
Zemon Residence	Wheaton, Illinois

#### PROFESSIONAL BACKGROUND

2007 - Present	C.E. Anderson & Associates, Inc. Chicago, Illinois	Project Engineer
2006 - 2007	Holabird & Root Chicago, Illinois	Project Engineer
2000 - 2006	Fisher + Partners Structural Engineers Chicago, Illinois	Associate

#### EDUCATION

The Pennsylvania State University Bachelors/Masters of Architectural Engineering-Structural Option University Park, PA	1999
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#### PROFESSIONAL REGISTRATIONS

Illinois	Structural Engineer
Indiana	Structural Engineer
New Jersey	Structural Engineer
Washington D.C.	Structural Engineer
Wyoming	Structural Engineer

Guy Valcour, P.E.

Education & Certification

Illinois Institute of Technology  
Construction Management/Architecture -  
1987 to 1991  
United States Navy, Nuclear Engineering  
-1981 to 1987

Professional Affiliations

American Society of Heating,  
Refrigerating and Air-Conditioning  
Engineers (ASHRAE)  
American Society of Plumbing Engineers  
(ASPE)  
National Fire Protection Association  
(NFPA)  
American Consulting Engineers Council  
(ACEC)

Registration

Registered Professional Engineer -  
Wisconsin

Email

gvalcour@dbhms.com



Principal

Guy Valcour is one of the founding principals of dbHMS Engineering. His role includes estimating, quality control for mechanical, electrical and plumbing and the coordination of designed systems.

Guy has over twenty years of experience in the building construction industry involving HVAC, Plumbing, Electrical and Fire Protection Systems design, and project management. He has also provided construction support, construction estimates and value engineering services.

Selected Project Experience

Education

UNO Charter School - Chicago, Illinois (LEED Gold)  
Clarendon Hills Middle School - Clarendon Hills, Illinois  
Additions/Renovations to HVAC Systems - Township High School District 214, Wheeling, Elk Grove, and Prospect High Schools, Illinois  
Classroom/Office Renovation, 12,000 sq. ft. - University of Chicago, Chicago, Illinois  
New Elementary School - Old Post Elementary School, Oswego, Illinois  
Addition, Renovation and Life Safety - Pleasantdale Middle School, Burr Ridge, Illinois  
Thermal Storage for Three High Schools - School District 214, Wheeling, Elk Grove Village & Mt. Prospect  
Addition/Renovation A/C Units - District 214 High School, Buffalo Grove, Illinois  
New Boilers/Rooftop Units - District 214 High School, Buffalo Grove, Illinois  
New Day Care Facility - United Charities, Chicago, Illinois  
Peer Review 360,000 sq. ft. New 6-8 Grade School - Matteson, Illinois  
High School New Emergency Systems, 460,000 sq. ft. - (CPS) Calumet High School, Chicago, Illinois  
New Boys and Girls Club - James Jordan Boys and Girls Club, Chicago, Illinois

Renovations

Renovation, New Boilers/Unit Ventilators - Dunbar High School, Chicago, Illinois  
Adaptive Reuse Project - Veite Farm Community Center, Barrington, Illinois

Residential

Hybrid House - Energy Efficient Single Family Home, Chicago, Illinois  
Net Zero Energy House - Ravenswood and Argyle, Chicago, Illinois  
Clara's Village - Low Income Housing, Chicago, Illinois (Chicago Green Homes Project)  
Complete MEP Renovation, 252 Unit, 5 Bldg. - (CHA) Chicago, Illinois  
Franklin & Illinois Residential Building - 26-Story High-Rise.  
The Elysian - 60 Story High Rise, Chicago, Illinois  
42 Unit - 14 Story High Rise - 1146 South Wabash, Chicago, Illinois  
Complete MEP Renovation, 252 Unit - 5 Bldg. - (CHA), Chicago, Illinois  
New Condominiums/Pool/Athletic Facility/Garage - Northfield Condominiums, Northfield, Illinois  
Single Family, 10,000 Sq. Ft. Residence - Chicago, Illinois  
Plumbing, 42 Unit High Rise - 1146 Wabash, Chicago, Illinois  
Demolition Hazard Wastes - Chicago Housing Authority, Chicago, Illinois

Commercial

Columbia College Media Center - Video and Sound Stages, Chicago, IL (LEED Gold)  
Science Storms Exhibit, Museum of Science and Industry - Chicago, IL  
Blue Planet Red Planet Exhibit, Museum of Science and Industry - Chicago, IL  
Outsider - Sound Rooms and Editing Studios, Chicago, Illinois  
Warehouse 460,000 sq. ft. - Laraway Road, Joliet, Illinois  
Service Garage, Office and Parts Storage 12,000 sq. ft. - Wheeling, Illinois

Steel Banding Mfg. 60,000 sq. ft., 4,000 amp service, 25 ton cranes, 6,000 sq. ft. office - Wheeling, Illinois  
Banco Popular, Interior Renov. 4 Locations - Chicago, Westmont, River Grove, Prospect Heights, Illinois  
Research and Development Facility, 360,000 sq. ft. \$30 million - Kraft Foods, Inc., Glenview, Illinois

Restaurants

Baja Fresh 5,000 sq. ft. Restaurant - 3 Locations, Chicago, Lombard, Riverwoods, Illinois  
Elephant Bar Restaurant, 4,000 sq. ft. - California  
ESPN Zone - Chicago, IL

Hospitals

Space Renovations and Repair - Columbus Hospital, Chicago, Illinois  
100 Bed Addition - DuPage County, DuPage, Illinois  
New Medical Offices/Lab/Parlors - Professional Office Building, Chicago, Illinois  
90,000 Square Foot Office and Outpatient Facility - Sherman Hospital, Elgin, Illinois  
Rehabilitations/Various Locations - Metro-Family Facilities, Chicago, Illinois

Institutional

Kitchen Plumbing Coordination Drawings, 60,000 sq. ft. - Kendall College, Chicago, Illinois  
Site Renovations for 4 Facilities - Banco Popular, Various Locations, Chicago, Illinois

Sustainable Design

Aqua Tower - 83-Story High-Rise Mixed-Use Building, Chicago, IL (LEED Certified)  
Green Exchange - Sustainable Business Incubator, Chicago, IL (LEED Gold)  
Ford Calumet Environmental Center - Visitor Center, Chicago, IL (LEED Platinum)  
Radio Flyer Corporate Headquarters - Office, Chicago, IL (LEED Platinum)  
Net Zero Energy Home - Single Family Home, Chicago, IL (LEED Platinum)  
Hybrid House - Single Family Home, Chicago, IL  
Franklin & Illinois Residential Building - 26-Story High-Rise

HVAC Upgrades

Chicago Temples - High Rise Infrastructure Replacement, Chicago, IL  
West Pavilion HVAC Upgrade - Museum of Science and Industry, Chicago, IL

**dbHMS**  
design-build engineering

**Sachin Anand,**  
**P.E., LEED AP**

**Education & Certification**

Oklahoma State Univ., Master of Science, 1998, Mechanical Engineering  
Delhi College of Engineering, Delhi, India, Bachelor of Engineering, 1994, Mechanical

**Professional Affiliations**

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)  
National Fire Protection Association (NFPA)  
American Society of Plumbing Engineers (ASPE)  
National Fire Protection Association (NFPA)

**Registration**

LEED™ Accredited Professional Registered Professional Engineer, Illinois

**Email**

sanand@dbhms.com



**Principal**

Sachin Anand has designed, commissioned and managed projects from commercial, residential and healthcare to industrial and award-winning sustainable. Sachin is a LEED™ accredited professional and brings several years of experience to the team. He runs the team with uncompromising quality checks at each design phase and strives to maintain the clients goals with a creative design solution. In 2007, Christy Webber Landscape's New Office, his design, was the only building in Illinois to receive the Federal \$1,801/sf credit for achieving 50% energy reduction over ASHRAE 90.1. Several of his projects have been featured in national and local publications including the Chicago Tribune.

He is an Adjunct Professor at Illinois Institute of Technology's College of Architecture. Active in ASHRAE, Sachin frequently presents on topics of sustainability for a multitude of audiences. He has spoken on topics like ASHRAE 90.1, Energy Conservation Codes, Energy Modeling, LEED, Integrated Design, etc. He has been a reviewer for projects which apply for the Green Permit Program in the City of Chicago. He has also served as a commissioning agent on several LEED projects and performed code reviews for the City of Chicago under their Developer Services program.

**Publications, Presentations and Juries**

- Speaker** Greening the Heartland, St. Louis 2008
- Speaker** Reducing your Carbon Diet: Strategies from the Cool Tool Midwest Regional Meeting, Chicago 2008
- Speaker** National Association of Energy Service Companies Looking Under the Hood of LEED and ENERGY STAR® Certification and Ratings Systems
- Speaker** AIA National Convention, San Antonio 2007
- Speaker** ASHRAE Standard 90.1 and the IECC - what architects need to know
- Speaker** Construction Specifications Institute, Chicago 2007
- Speaker** What Design and Construction Professionals Need to Know About the Energy Codes
- Speaker** AIA Chicago Professional Development Conference, Chicago 2007
- Jury Speaker** Energy Modeling
- Jury Speaker** AIA Kansas City Sustainable Design Awards, October 2006.
- Speaker** AIA National Convention, Los Angeles 2006
- Speaker** ASHRAE Standard 90.1 and the IECC - what architects need to know
- Speaker** ASHRAE Chicago and Illinois Chapters, 2005-2006
- Speaker** ASHRAE Standard 90.1
- Speaker** Chicago Chapter of USGBC, 2006
- Article Paper** Differences between LEED NC 2.1 and LEED NC 2.2 "Pipe Down" Consulting Specifying Engineer, March 2003
- Article Paper** Comparison of Air Filtration Efficiency Measurements of Pleated and Flat Sheet Filters. SAE Paper #970671. Presented at the 1997 SAE International Congress and Exposition, Detroit, MI (Feb. 1997).

303 W. Erie, Suite 510, Chicago, Illinois 60654 | phone: 312.915.0657 | fax: 312.915.0688 | www.dbhms.com

# STR+Nia Collaborative

**MEP/FP ENGINEER**  
**db HMS Design Build Engineers**

**Sustainable Design**

Aqua Tower - 83-Story High-Rise Mixed-Use Building, Chicago, IL (LEED Certified)  
Green Exchange - Sustainable Business Incubator, Chicago, IL (LEED Gold)  
Christy Webber Landscapes - Office and Warehouse, Chicago, IL (LEED Platinum)  
**Red-Caluned Environmental Center - Visitor Center, Chicago, IL (LEED Platinum)**  
Radio Flyer Corporate Headquarters - Office, Chicago, IL (LEED Platinum)  
Net Zero Energy Home - Single Family Home, Chicago, IL (LEED Platinum)  
Hybrid House - Single Family Home, Chicago, IL (LEED Platinum)  
Bolingbrook Corporate Center - Warehouse, Bolingbrook, IL (LEED Silver)  
Gary Comer Youth Center - Mixed Use Community Center, Chicago, IL  
Herman Miller Showrooms - Office Furniture Showroom, Washington DC, Dallas, TX, New York, NY (LEED Gold)  
Tuhill Corporation Headquarters - Offices, Burr Ridge, IL  
Chicago Christian Industrial League - Mixed Use Development, Chicago, IL  
Morton Arboretum Visitor's Center - Visitor Center and Cafe, Lisle, Illinois  
New Visitor Information, Education and Administrative Center - Sugar Creek Forest Preserve, Will County, Illinois  
New Village Hall - Village of Matteson, Matteson, Illinois  
Franklin & Illinois Residential Building - 26-Story High-Rise

**Education**

UNO Charter School - Chicago, Illinois (LEED Gold)  
Akiba Schechter Day School - Chicago, Illinois  
Clarendon Hills Middle School - Clarendon Hills, Illinois  
Additions/Renovations to HVAC Systems - Township High School District 214, Wheeling, Elk Grove, and Prospect High Schools, Illinois  
University Café Renovation - Northwestern University, Evanston, Illinois  
Underground Book Storage Facility - Northwestern University, Evanston, Illinois

**Specialty**

Columbia College Media Center - Video and Sound Stages, Chicago, IL (LEED Gold)  
Science Storms Exhibit, Museum of Science and Industry - Chicago, IL  
Blue Planet Red Planet Exhibit, Museum of Science and Industry - Chicago, IL  
Shure Technical Center - Acoustical Research Facility, Niles, Illinois  
Shure Critical Learning Center - Recording Studio, Niles, Illinois  
Cutters - Sound Rooms and Editing Studios, Chicago, Illinois  
Outsider - Sound Rooms and Editing Studios, Chicago, Illinois

**HVAC Upgrades**

Chicago Temple - High Rise Infrastructure Replacement, Chicago, IL  
Renovation Senior Citizen Housing - Sullivan/Racine Apartments, Chicago Housing Authority  
Chiller Replacement 33-Story High Rise Condominiums - 535 North Michigan, Chicago, Illinois  
Design of Replacement Chiller - Harbor House Condominiums, Chicago, Illinois  
West Pavilion HVAC Upgrade - Museum of Science and Industry, Chicago, IL  
HVAC Upgrades - Sherwood Elementary School, Chicago, Illinois

**Offices**

e-Suites Remodeling - Museum of Science of Industry, Chicago, Illinois  
Yellow Mozzanine Offices - Museum of Science of Industry, Chicago, Illinois  
Adaptive Re-Use Offices - University of Illinois, Chicago, Illinois  
Mechanical and Plumbing Upgrades - McHigh Office Building, Chicago, Illinois

**Restaurants**

Baja Fresh, 5,000 sq. ft. Restaurant - 3 Locations, Chicago, Lombard, Riverwoods, Illinois  
Elephant Bar Restaurant, 4,000 sq. ft. - California  
ESPN Zone - Chicago, IL

**Hospitals**

Multiple Tenant Upgrades - University of Chicago Hospitals - Chicago, Illinois

**Libraries**

Northwestern University Library - Multiple Projects, Evanston, IL  
Oakbrook Public Library - Oak Brook, IL  
Zion Banton Library - Zion, IL





**Chris Sbarbaro, LEED AP**

**Education & Certification**

University of Illinois at Chicago,  
Bachelor's of Science, Mechanical  
Engineering 2003

**Professional Affiliations**

American Society of Plumbing Engineers  
(ASPE)

**Registration**

LEED™ Accredited Professional  
Registered Engineer-in-Training (EIT),  
Illinois

**Email**

[csbarbaro@dbhms.com](mailto:csbarbaro@dbhms.com)



**LEED Consultant / Project Engineer**

**Selected Project Experience**

Chris Sbarbaro started his professional career in construction as an operating engineer where he performed multiple tasks installing storm sewer, sanitary sewer, water main, and fire hydrants loops. He then made a career change and began designing mechanical equipment, specifically for wastewater treatment. At dbHMS he focuses on the sustainable aspects of design. He has engineered some unique systems including rainwater harvesting, solar hot water systems, earth tubes, etc. He is also proficient in energy modelling.

**Residential**

- Aqua Tower** – 86 story mixed-use, Chicago, IL (LEED Certified)
- Berseau Terrace** – 4 story mixed-use, Chicago, IL (LEED Certified)
- Main and Osage** – Student Housing, Normal, IL (LEED Certified)
- Masterson Residence** – Single Family Home, Chicago, IL

**Sustainable**

- Ford Calumet Environmental Center** - Visitor Center, Chicago, IL (LEED Platinum)
- Radio Flyer Corporate Headquarters** – Office, Chicago, IL (LEED Platinum)
- FONA International** – Laboratory and Pilot Plant, Geneva, IL (LEED Certified)

**Specialty**

- Columbia College Media Center**— Video and Sound Stages, Chicago, IL (LEED Gold)
- Science Storms Exhibit, Museum of Science and Industry**—Chicago, IL
- Blue Planet Red Planet Exhibit, Museum of Science and Industry**—Chicago, IL
- Park Ono Garage** – Parking Garage and Retail, Chicago, IL (LEED Certified)
- Ottawa Regional Hospital Mental Health Facility** – Clinic – Ottawa, IL (LEED Platinum)

**Food Service**

- Bayless Restaurant** – High end Restaurant, Chicago, Illinois (LEED Silver)



MEP/FP ENGINEER  
db HMS Design Build Engineers



## Ali Nasir

### Education & Certification

Illinois Institute of Technology,  
Chicago, IL, MS - Mechanical  
Engineering 2007

NED University of Engineering  
& Tech., Karachi, Pakistan -  
Bachelor of Engineering 2004

### Professional Affiliations

American Society of Heating,  
Refrigeration And Air Conditioning  
Engineers (ASHRAE)

American Society of Mechanical  
Engineers (ASME)

United States Green Building Council  
National and Chicago Chapter Member  
(USGBC)

American Society of Plumbing Engineers  
(ASPE)

### Email

[anasir@dbhms.com](mailto:anasir@dbhms.com)

## Mechanical Engineer

Armed with a master's degree in mechanical engineering and a nose for HVAC systems, Ali has managed a range of mechanical design projects at dbHMS. Sustainable design and energy modeling are his specialties. At dbHMS, he trains interns for energy modeling and manages design projects.

### Selected Project Experience

#### Education

Christ of the King, The Jesuit School - Chicago, Illinois  
UNO Charter School - Chicago, Illinois (LEED Gold)

#### Residential

Main and Osage - Student Housing, Normal, Illinois  
Masterson Residence - Single Family Green Home, Chicago, Illinois

#### Commercial

Kildeer Marketplace - Retail spaces, Kildeer, Illinois (LEED Silver)  
Park One Garage - Retail spaces and parking, Chicago, Illinois

#### Sustainable

Shellbourne Conference Center Expansion - Community Center, Valparaiso, Indiana

#### Energy Audit

The Women's Treatment Center - Chicago, Illinois  
Churchview Senior Housing - Chicago, Illinois  
Paul Revere High School - Chicago, Illinois

#### Energy Modeling

Ford Calumet Environmental Center - Visitor Center, Chicago, Illinois (LEED Platinum)  
Radio Flyer Corporate Headquarters - Office, Chicago, Illinois (LEED Platinum)  
Bolingbrook Corporate Center 4 - Warehouse, Bolingbrook, Illinois (LEED Silver)  
Bolingbrook Corporate Center - Warehouse, Bolingbrook, IL (LEED Silver)  
Rock Run 9 - Warehouse, Joliet, Illinois (LEED Silver)  
East Pointe - Warehouse, South Brunswick, New Jersey  
UNO Kildare Ave Campus - School, Chicago, Illinois  
Bowne Building - Office, 333 West Ohio, Chicago, Illinois  
Wilmette Village Center - Office, 811 Green Bay Rd, Wilmette, Illinois  
Fountain View - Apartment Complex, 2326 W. Giddings St., Chicago, Illinois  
Devon Bank - Wheeling, Illinois  
Aurora Police Station - Aurora, Illinois  
Elk Grove Village Admin - Office, Elk Grove Village, Illinois  
Franklin & Illinois - Apartment Complex, Chicago, Illinois  
Chicmead Museum - Museum, Cincinnati, Ohio

#### Specialty

City of Chicago - Energy Code Review for various buildings, Chicago, IL



**Miguel Gonzalez**

**Education & Certification**

Ashtford University, Bachelor's of Arts, Organizational Management, 2008

University of Illinois at Urbana Champaign, Minor in Engineering, 1996

**Professional Affiliations**

American Society of Heating, Refrigeration And Air Conditioning Engineers (ASHRAE)

**Email**

mgonzalez@dbhms.com



**Senior Mechanical Engineer**

An HVAC specialist, Miguel's projects span the globe. Beijing, Dubai and Boston are just a few of the cities where he designed and managed projects. His repertoire include HVAC designs for the tallest building in the world—the Burj Dubai Tower—and a 500,000 square-foot U.S. embassy compound. He's worked on commercial, institutional and competition-winning construction projects over his 7-year career. At dbHMS he works as a project manager and mentor for junior engineers.

Miguel has extensive knowledge and experience in mechanical, electrical and plumbing design and contracting. He has worked on site acquisition, feasibility analysis, development of overall project planning, delivery and strategy. In addition, Miguel has first-hand knowledge of Section 106 of the US National Historic Preservation and the Secretary of the Interiors, "Standards for Rehabilitation" and preservation materials and methods.

**Selected Project Experience**

**Mixed-Use**

- Burj Dubai Tower – Highest Building in World, Dubai, UAE
- White Magnolia Plaza – Mixed-Use 66-story Buildings, Shanghai, China
- Wenzhou Lucheng Plaza – 75-story Mixed-Use High-Rise Building, Wenzhou City, China
- Zhengzhou Greenland Plaza – 56-story Zhengzhou, China

**Institutional**

- U.S. Embassy – Beijing, China
- Jordanian Government Project – Classified location, Jordan
- U.S. Consulate – Guangzhou, China (LEED Silver)
- U.S. Census Bureau Headquarters – Suitland, Maryland

**Sustainable**

- 601 Congress Street – 14-Story Office Building, Boston, MA (LEED Certified)

**Offices**

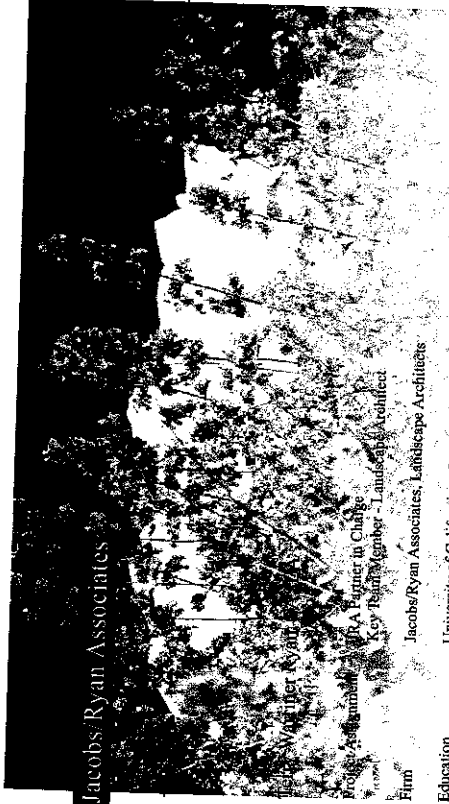
- Ottawa Out-patient Mental Health Facility – Ottawa, IL (LEED Silver)
- FONA International Ingredients Mall – Geneva, IL (LEED Gold)
- Sheilbourne Conference Center – Valparaiso, IN (LEED silver)

**Schools**

- Peck Elementary School – Chicago, IL (LEED Silver)

## Resumes of Key Staff

### Jacobs Ryan Associates



**Firm**  
Project Architect, Partner in Charge  
Senior Designer - Landscape Architect  
Landscape Architect  
Landscape Architect  
Landscape Architect

**Education**  
University of California at Los Angeles (UCLA), Los Angeles, CA;  
Bachelor of Arts/Design, Landscape Architecture, 1975, cum laude.

**Registration**  
Licensed by Exam and registered to practice landscape architecture in California, #2158; Illinois, #157-000003; Texas, #958; Michigan, #3901000924; Tennessee, #00000343; Indiana, #LA80860013; Wisconsin, #014-0000351; Maryland, #1186; Florida, #LA-0000817; Connecticut, #LAR-906; Virginia, #0406 000948; Missouri, #2000148386. CLARB Certified, 1985 to present.

**Years of Experience**  
33 years. JRA Partner since 1982; with JRA since 1979. Prior experience in Los Angeles, California, Warren E. Lanesen, FASLA and Associates.

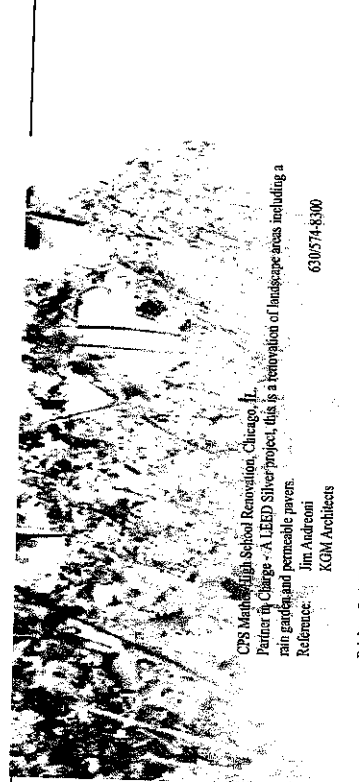
**Relevant Project Experience**  
Ms. Ryan's professional practice has been landscape design for and consultation to municipalities, individual institutions, corporations, developers and owners, for a variety of project types, including campuses, parks, and office buildings. A sampling of relevant project experience includes:

PBC Haugan School, Green Roof and Jensen Park, Chicago, IL.  
Landscape Architect, Partner in Charge - Redesigned the campus park's entire site plan to accommodate the needs of the neighborhood users, facilitate pedestrian circulation and to assist the Chicago Park District with ease of maintenance. Also designed a 3800 square foot green roof system over facilities shared by Jensen Park and the Helge Haugan School.  
Reference: Derek Ottens  
STL Architects  
312/644-9850x227

Belmont Cragin School and Green Roof, Chicago, IL.  
Jacobs/Ryan Associates is designing landscape and green roof for a new school seeking a LEED Gold Rating. Strategies employed include permeable pavements, underground detention, under vegetated bio swales, rain gardens and a green roof.  
Reference: Derek Ottens  
STL Architects  
312/644-9850x227

## STR+Nia Collaborative

### LANDSCAPE ARCHITECT Jacobs Ryan Associates



CPS Mathias High School Renovation, Chicago, IL.  
Partner in Charge - A LEED Silver project, this is a renovation of landscape areas including a rain garden and permeable paving.  
Reference: Jim Anderson  
KGM Architects  
630/574-8300

Brighton Park Elementary School, Chicago, IL.  
Partner in Charge - This is a LEED Silver project for the Public Building Commission, designed with a green roof, permeable paving, and a prairie with trails.  
Reference: Colby Lewis  
STR Partners, LLC  
312/259-9393

Barrington Area Library Renovation, Master Plan & Sculpture Garden, Barrington, IL. Design Partner - Landscape architectural design for a variety of spaces surrounding a new addition to the library. Landscape areas included courtyards and a terraced garden, including wetland, native plant areas and educational signage. 1994 ASLA Illinois Chapter Award of Merit for the original renovation project. Subsequent phases included site master planning of interpretive areas and natural wetlands, placement of sculpture throughout the site and furniture additions to the plan as more donor money becomes available. With Ross Barney + Jankowski, Architects.  
Reference: Barbara Shugden, Head Librarian  
Barrington Area Library  
708/382-1300

Maywood Public Library, Maywood, IL.  
Landscape architectural design for a variety of spaces surrounding a new addition to the library. Landscape areas included parking lot plantings, screening berms, entry plantings and integration into a city park.  
Reference: Ms. Cret Ross Barney  
Ross Barney + Jankowski  
312/232-3600

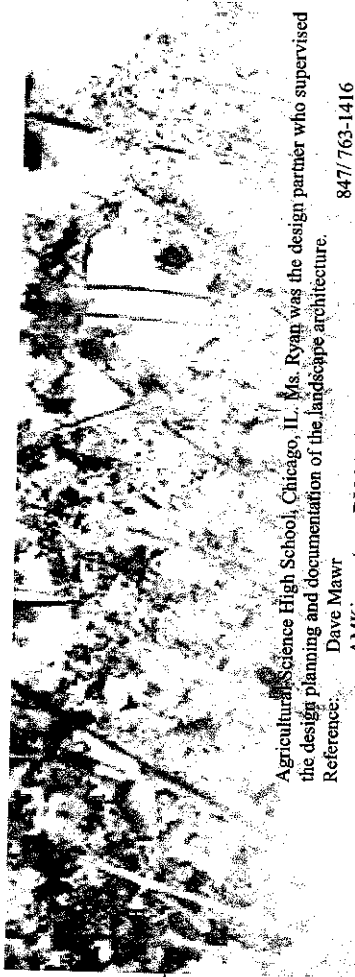
Ames School, Chicago, IL.  
Partner in Charge - Landscape Architectural design of a public middle school involving street trees, screen planting, parking lot, soccer field and a formal courtyard designed for school instruction and ceremonies.  
Reference: Nicole Scully  
A. Epstein & Sons International, Inc.  
312/454-9100

Toni Peck (Snoorra Sandovaal) Elementary School, Chicago, IL.  
Partner in Charge - Landscape Architectural design of a CPS public elementary school next to Seneca Park, including street trees, parking lot, and an unusual and colorful children's courtyard designed to encourage various types of learning, interaction and play.  
Reference: Rick Schroeder  
Knight Architects Engineers Planners  
312/46-2300

## Resumes of Key Staff

## STR+Nia Collaborative

LANDSCAPE ARCHITECT  
Jacobs Ryan Associates



Agriculture Science High School, Chicago, IL. Ms. Ryan was the design partner who supervised the design planning and documentation of the landscape architecture.

Reference: Dave Mawr

AMKinney (now DLM Architects)

847/763-1416

3 PBC School Campus Parks: Gale, Smyth and Gary Ortiz de Domingues, Chicago, IL. Landscape Architect, Partner in Charge - Designs for three campus parks located next to Chicago Public Schools, including streetscapes, pedestrian paths, site furniture, fencing, lighting, sport courts and fields, running tracks, play areas and playgrounds and landscape planting enhancements and beautification.

Reference: Robert Bigelow

HOH/Harry O. Hefter Associates

312/346-8131

### Publications and

"The Modern Prairie", article part of cover story "Landscape Published Works Architecture in the Midwest", *Landscape Architecture*, April 1992. "Berm: A Four Letter Word", *Landscape Architecture*, April 1992. "Their Kind of Town", *Landscape Architecture*, May 1991. "Jacobs/Ryan Associates, The Private Sector-Small and Intermediate Firms," *Innovative Solutions in Landscape Architecture*, a book by Steven L. Cantor, Van Nostrand Reinhold, 1997, featuring 2 IBT projects; and cover picture of *Contemporary Trends on Landscape Architecture* by same author and publisher, 1997, featuring IBT Gurnee. "The Power of Green: Can Green Space Really Reduce Crime?", *ILASLA Elevation*, Summer 2008.

Chair, ASLA Editorial/Publishing Committee, *Landscape Architecture*, 1998-03. Managing Editor, *Illinois Landscape Architecture*, 1989-1993.

### Honors and Awards

Fellow, American Society of Landscape Architects, October 1997, for Executed Works.

President's Award Illinois Chapter ASLA: 1998 for the Chicago Department of Environment Nature Center/Nature Preserve Network Feasibility Study. Honor Award, Illinois Chapter ASLA: 2007 for Wabash Plaza Vietnam Veterans Memorial, Chicago, Illinois, and 1993 for Illinois Bell Telephone Remote Switching Facility, Gurnee, Illinois. Merit Awards, Illinois Chapter ASLA: 1989 for Port Clinton Square Atrium, Highland Park, Illinois; 1990 for Buffalo Grove Town Center, Retail I & II, Buffalo Grove, Illinois; 1991 for Northeastern Illinois University, Campus Landscape Master Plan, Chicago, Illinois; and 1994 for Barrington Area Library, Barrington, Illinois.

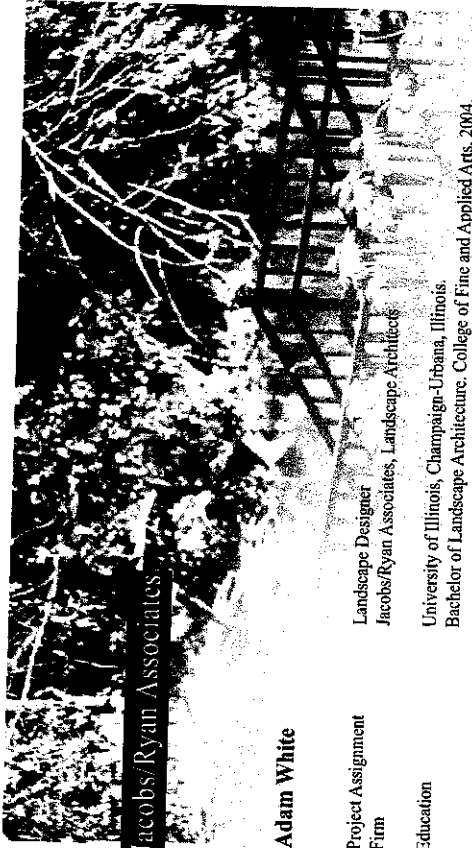
### Appointments and Offices

Trustee, Illinois Chapter ASLA, 2003-2009. Illinois State Board of Landscape Architects, 1990-1997. Board Chair, 1995-1996. Appointed by Governor James Thompson to the first board to license Landscape Architects in the State of Illinois. 1991, 1992, 1995 CLARB Annual Meeting Illinois Delegate. Jury member, 1989 SARA Professional Design Awards, Society of American Registered Architects.

## Resumes of Key Staff

# STR+Nia Collaborative

LANDSCAPE ARCHITECT  
Jacobs Ryan Associates



### Adam White

Project Assignment  
Firm

Landscape Designer  
Jacobs/Ryan Associates, Landscape Architects

Education

University of Illinois, Champaign-Urbana, Illinois.  
Bachelor of Landscape Architecture, College of Fine and Applied Arts, 2004.

Years of Experience

Prior to joining JRA, Mr. White worked at the Park District of Highland Park in Highland Park, Illinois from 2004-2006. Mr. White then joined DLK Civic Design as a landscape designer pursuing his interest in landscape architecture where he worked on several school and streetscape projects. Mr. White joined JRA in 2008 as a landscape design Associate.

Relevant Project  
Experience

Belmont Cragin School, Chicago, IL.

Mr. White assisted with LEED final landscape design and construction documents for an elementary school including rain gardens and green roofs. He is now assisting with construction administration.

UIUC Lincoln Hall, Champaign, IL.

Mr. White assisted with the LEED landscape construction documents for exterior and courtyard area renovations of an historic structure on the campus quad.

Wabash Underbridge and Michigan Avenue River Walk, Chicago, IL.

Mr. White prepared landscape design, construction drawings and specifications on the extension of the Chicago Riverwalk from west of Michigan Avenue to State Street.

Brighton Park Elementary School, Chicago, IL.

Mr. White prepared landscape design and construction documents for a LEED elementary school including the design of a green roof and a prairie.

Camp Porter Barracks and Infrastructure, Great Lakes, IL.

Mr. White has assisted with preparing construction documents for the Small Arms Trainer and the Special Recruit Barracks; and answered requests for information regarding streetscape elements.

CPS Mather High School, Chicago, IL.

White took construction documents from 80% to 100% and finalized all LEED Documentations.

Professional

Adam White is proficient at the following design softwares:  
Auto CAD, MicroStation, Photoshop, InDesign.

# Resumes of Key Staff

# STR+Nia Collaborative

## GEORGE KRUG

Owner

Project Role: Project Consultant

FINISH HARDWARE CONSULTANT  
George E. Krug AHC/CDT

GEORGE E. KRUG AHC/CDT  
297 ST. MARYS PARKWAY  
BUFFALO GROVE, IL 60089-2117  
PHONE 847-537-7841 FAX 847-537-0141

Resume George E. Krug AHC/CDT

1992 to Present;

Self employed Independent Architectural Hardware Consultant. Consulting on public and private projects.

Prior to 1992 employed with Hardware Manufacturers and Hardware Distributors in various positions.

Hardware Consultant

Independent Architectural Consultant (AHC), with credentials for Construction Document Technologist (CDT).

As a Independent Architectural Hardware Consultant I am not affiliated in any way with any Hardware Manufacturers, Distributors, or Sales Agency.

Over the past sixteen years the majority of my work has been with the Chicago Public Schools, consulting for Managing Architects and Architects of Record (AOR).

### Recent Projects

CPS Little Village High School  
CPS Albany Park Middle School  
CPS Haugan Middle School  
CPS Neal F. Simeon Career Academy  
CPS Claremont Academy (Anderson Academy)  
CPS Duke K. Ellington School  
CFD Air Sea Rescue Facility  
CFD Engine Company 63  
CPL Logan Square Branch Library  
CPL Vodak-East Side Branch Library  
Private Lake Shore Medical Center - Chicago, ILL.  
CPS Peterson Elementary School Addition & Renovation  
BPS/CPS Southwest Middle School  
BPS/CPS Langston Hughes/Davis Developmental Elementary School  
BPS/CPS Mark T. Skinner Elementary School

### In Progress

PBC/CPS South Shore Replacement High School  
PBC/CPS Kelly Curie Cage Park High School  
PBC/CPS Belmont Cragin Elementary School  
PBC/CPS Avondale/Irving Area Elementary School  
PBC/CPS Boon Clinton Elementary School  
CPS Benito Juarez High School Addition & Renovation  
Private Near North Montessori School

## Resumes of Key Staff

## STR+Nia Collaborative

**RENEE DOKTORCZYK, CSI, CCS, SCIP**

**SPECIFICATION CONSULTANT**  
ArchITech Consulting, Inc.

President

Project Role: Specification Writer

**LICENSE:** Architect, State of Illinois

**CERTIFICATION:** Certified Construction Specifier, CSI

**EDUCATION:** Illinois Institute of Technology  
Bachelor of Architecture, 1991

University of Illinois at Chicago  
Certificate in Business Administration, 1999

**WORK EXPERIENCE:**

Jessen & Assoc., Inc.  
Intern Architect  
Rolling Meadows, IL  
1988 - 1990

ArchIText  
Managing Editor/Intern Architect/Architect  
Chicago, IL  
1990 - 1998

ArchITech Consulting, Inc.  
President/Treasurer/Secretary  
Mount Prospect, IL  
1998 - Present

**PROFESSIONAL ORGANIZATIONS:**

**Construction Specifications Institute: Chicago Chapter**

Past-President, 2006-2007

President, 2005-2006

Vice-President, Professional, 1995-1996, 2003-2004

Treasurer, 2001-2003

Construction Industry Affairs Committee, 1999-2001

Professional Director, 1993-1995, 1999-2001

Chair, Publications Committee, 1993-1996

Newsletter Editor, 1991-1996

**American Institute of Architects: Chicago Chapter**

**AWARDS AND HONORS:**

Certificate of Appreciation, Chicago Chapter, CSI 1992-1996, 1998-2007

Outstanding Service Award, Chicago Chapter, CSI 2002-2003

Publications Commendation, North Central Region, CSI, 1995

Publications Commendation, Chicago Chapter, CSI, 1993-1994

Institute Publication Commendation, CSI, 1993



## Resumes of Key Staff

## STR+Nia Collaborative

### HELEN J. KESSLER, FAIA, LEED® AP

Principal - HJKessler Associates, Inc.

Project Role: LEED Consultant

LEED Consultant  
HJKessler Associates, Inc.

#### EDUCATION

University of Pennsylvania

M.B.A., The Wharton School

The University of Arizona

Bachelor of Architecture

#### PROFESSIONAL AFFILIATIONS/REGISTRATIONS

Licensed Architect, States of Illinois and Arizona

LEED Accredited Professional and Corporate Member,

U.S. Green Building Council

Chair, Energy Code Committee, Chicago Buildings

Department (1999 - 2003)

Voting Member, ASHRAE Commissioning Guideline

Committee (GPC-0) (1999 - 2005)

Chair, Education/Research Committee, US Green

Building Council, Chicago Chapter (2002 - present),

Member, Program Committee

US Green Building Council, LEED New Construction,

Existing Buildings and Energy and Atmosphere TAG

Corresponding Member

Chicago Chapter AIA, Board of Directors (1995)

Chicago Chapter AIA, Co-Chair - Committee on the

Environment (1993 - 1995)

Governor's Appointee to Arizona Solar Energy

Commission (1979 - 1984)

Co-chair and board member, Arizona Solar Energy

Association (1979 - 1984)

Appointed to Tucson-Pima County Metropolitan

Energy Commission (1980 - 1984)

Fellow, American Institute of Architects (AIA)

Chicago Real Estate Executive Women (CREW),

Board of Directors (2005), Secretary (2006 - 2007)

Illuminating Engineering Society of North America (IESNA)

#### RELATED EXPERIENCE

Exelon Headquarters Project, Chicago, Illinois

Museum of Broadcast Communications, Chicago, Illinois

Orland Park Police Headquarters, Orland Park, Illinois

Jewish Reconstructionist Congregation, Evanston, Illinois

Greater Auburn Gresham Development Corporation

28th Ward Yard

Holocaust Museum and Education Center

College of DuPage Technical Education Center, Glenn Ellyn, Illinois

Westinghouse High School, Chicago, Illinois

Northwestern University Institute of Preteomics and Nanobiotechnology

Friends of the Chicago River Center

Rundell Place Condominiums, Chicago, Illinois

**HJK** HJKESSLER ASSOCIATES, INC

## Resumes of Key Staff

## STR+Nia Collaborative

### EDWARD R. PURMANN

President/Principal

Project Role: Food Service Consultant

Food Service Consultant  
Edge Associates Incorporated

#### EDUCATION

National-Louis University  
Bachelor of Arts - Applied Behavioral Sciences  
University of Houston  
Graduate Studies

#### PROFESSIONAL EXPERIENCE

Edge Associates, Inc  
President  
Design Associates  
Vice President  
Cini-Little International  
Senior Associate/Regional Manager

#### RELEVANT EXPERIENCE

As a founder and principal of Edge Associates, Inc., Mr. Purmann has over thirty-eight years of foodservice planning and design experience. During this time he has worked on virtually every type of foodservice operation from elementary schools to colleges, from hospitals to skilled care/assisted living, from employee dining to correctional facilities. This varied experience enables Ed to bring innovative approaches gleaned from each industry segment to the design issues of today's ever-changing food service operations.

Ed is responsible for the conceptual design and is involved in all phases of a project through the punch list.

#### REFERENCES

#### AWARDS / PROFESSIONAL AFFILIATIONS

Food Service Equipment Supplies Specialist Magazine  
Young Lion 1986 - Food Service Consultant  
Institutions Magazine Design Award Winner 1972  
CFSP Standards Committee 1987  
Program Chairman NAFEM 1986  
Food Facilities Consultant Society 1984 - 1990  
International Member

Ralph Weaver  
Naperville Community SD 203  
251 West Hillside Road  
Naperville, Illinois 60540-6500  
630-420-6469

Daniel Bolm  
Crete-Monee School District  
760 West Exchange Avenue  
Crete, Illinois 60417  
708-672-2837

Asif Dada  
Yorkville CUSD #115  
602A Center Parkway  
Yorkville, Illinois 60560  
630-553-4382

Barbara Brown  
Sodexo School Services  
Naperville Community Unit SD 203  
1320 South Olympus  
Naperville, Illinois 60565  
630-420-6599

Theatrical / Theatrical Lighting  
Bill Connor Associates LLC

**BILL CONNER**

Principal, Bill Connor Associates LLC

Bill approaches each project with passion and commitment. Every project is a unique problem requiring discovery of the needs and desires of all of the users and stakeholders of a facility. Bill's early investigation utilizes both formal, structured approaches as well as non-traditional techniques including extended on site stays permitting easy, informal interchange with the users and conducting design workshops where, with quick drawing and modeling techniques, users can react immediately to and participate in the conceptual and schematic design of the actual spaces.

Bill Connor's professional training allowed him to combine college teaching with work as a professional lighting designer for five years early in his career. He taught at SUNY Potsdam, Bates College, and Colby College. While teaching in Maine, he designed lights for the Felice Lesser Dance Theatre Foundation, New York, and for Maria Jimena Lasansky. During this time, Bill was appointed to the Maine State commission on the Arts and Humanities Dance Panel. In 1982 he became a full time consultant, specializing in comprehensive systems planning and facility design services for performing arts programs and worship facilities.

Bill graduated from SUNY Potsdam with Honors in 1974 and earned an MFA from the Yale School of Drama in 1979. Bill is a member and codes officer of the American Society of Theatre Consultants since 1989; a member of the Entertainment Services and Technology Association and member of its Technical Standards Committee and Rigging Working group, a member of the United States Institute of Theatre Technology, and the National Fire Protection Association. He participates actively in the development of the national model building and fire codes as the Senior member of Technical Committee for Assembly Occupancies and Membrane Structures of NFPA 101, the Life Safety Code, serving since 1988. Bill also is on the committee for NFPA 5000, The Building Code and frequently testifies at the code change hearings for the International Building Code. He has been a member of the Special Occupancies sub-committee for the ADAAG Federal Review Advisory Committee representing ASTC; and author of proposed changes submitted to the Access Board regarding sightlines and distribution of wheelchair locations and is a member of the ANSI A117.1 committee, the Standard for Accessibility, currently chairing its task group for coordination of the Standard with the International Building Code.

Bill Connor is a Certified Rigger - Theatre, being one of the first class to take and pass the examination prepared by the Entertainment Technician Certification Program.

**Employment**

Consultant and Owner, Bill Connor Associates LLC, Oak Park, Illinois March 2005 to present  
Principal Consultant, Schuler & Shook, Inc. Chicago, Illinois February 1999 to February 2005  
Consultant, Jerit/Boys Inc. Oak Park, Illinois June 1989 to February 1999  
Consultant, Systems Design Associates Inc. New Haven, Connecticut June 1982 to June 1989  
Associate Professor, Bates College, Lewiston, Maine September 1979 to June 1982  
Professor Adjunct, Colby College, Waterville, Maine September 1978 to June 1979  
Professor Adjunct, SUNY Potsdam, New York September 1974 to June 1975

## Resumes of Key Staff

## STR+Nia Collaborative

### PAUL SANOW

Consultant, Bill Connor Associates LLC

Theatrical / Theatrical Lighting  
Bill Connor Associates LLC

#### Employment

Theatre Consultant – Bill Connor Associates LLC  
Technical Sales Specialist – Vincent Lighting Systems, Erlanger, KY  
Adjunct Instructor (temporary appt) – University of Cincinnati, CCM, Cincinnati, OH  
Project Manager – Vincent Lighting Systems, Erlanger, KY  
Field Service Technician – Vincent Lighting Systems, Cleveland, OH  
Master Electrician – New Mexico Repertory Theatre, Santa Fe, NM

2007 – present  
2002 – 2007  
2001 – 2002  
1998 – 2002  
1992 – 1998  
1991 – 1992

#### Education

Graduated from the University of Cincinnati, College-Conservatory of Music 1991 BFA in Theatre Design & Production, emphasizing in lighting design and technical production. Degree work included approximately thirty main stage and workshop theatrical productions in a variety of positions including lighting designer, master electrician and technical director. Employed as Shop Assistant for Theatre Scene Shop supervising student crews for all four years of degree program. Selected for spring internships at the Kings Island theme park as Assistant Lighting Designer.

#### Certification & Memberships

Entertainment Technician Certification Program - Certified Entertainment Electrician - 2007  
United States Institute of Technology (USITT)

#### Personal

Paul has been involved in theatre in one form or another since well before high school. During the summer months away from college time was spent at various summer stock theatres including the Hampton Playhouse and Dartmouth Summer Rep in New Hampshire. When the New Mexico Repertory Theatre fell on hard times he had the privilege of being the lighting designer for the last two productions of this professional theatre. The time at Vincent Lighting Systems was an opportunity to gain experience and develop a fondness for console demonstrations. Between training and system commissioning work there was even time to do some freelance lighting design. This evolved to a successful run as a project manager, executing, planning and designing theatrical lighting systems.

When not working on theatres, Paul can often be found in his workshop building custom and reproduction period furniture. Otherwise he tries to spend time with his wife Maryanne and young daughter Tamara. If he's especially lucky he gets to a few baseball games during the season. If that's not enough there is always a project in the home to keep him busy.

## Resumes of Key Staff

## STR+Nia Collaborative

Lighting Consultant  
CharterSills & Associates

### Project Team Resumes

**Warren Charter**, Principal in Charge

#### Education

Bachelor of Science in Architectural Studies  
University of Illinois  
Urbana, IL

#### Design Experience

14 years CharterSills and Associates, IL  
6 years The Lighting Group, CA  
5 years Lighting Source, CA

#### Professional Associations

LC Certified by the National Council on Qualifications  
for The Lighting Profession  
International Association of Lighting Designers  
Illuminating Engineering Society of North America  
American Institute of Architects, Associate Member  
LEED AP by The United States Green Building Council

**Mark Sills**, Principal in Charge

#### Education

Bachelor of Arts in Marketing  
Colorado State University  
Fort Collins, CO

#### Design Experience

14 years CharterSills and Associates, IL  
6 years The Lighting Group, CA  
5 years Lighting Source, CA

#### Professional Associations

Illuminating Engineering Society of North America  
American Institute of Architects, Allied Member

## Resumes of Key Staff

## STR+Nia Collaborative

Lighting Consultant  
CharterSills & Associates

### **Gwen Grossman, Senior Project Designer**

#### **Education**

MFA Theatrical Lighting Design  
University of California at San Diego  
San Diego, CA

BFA Theatrical Design and Production  
University of Cincinnati  
College of Conservatory of Music

#### **Design Experience**

4 years CharterSills and Associates, IL  
3 years Focus Lighting, NY  
1 year CPR Group, NY

#### **Professional Associations**

LC Certified by the National Council on Qualifications  
for The Lighting Profession  
Illuminating Engineering Society of North America  
American Institute of Architects, Allied Member

### **Sumi Han, Senior Project Designer**

#### **Education**

Master of Science in Lighting  
Rensselaer Polytechnic Institute(RPI)  
Troy, NY

Master of Engineering in City Planning  
Hong-IK University  
Seoul, Korea

#### **Design Experience**

4 years Patrick B. Quigley & Assoc., CA  
1 year E Squared Lighting, CA  
2 years Tim Thomas & Associates, CA

#### **Professional Associations**

U.S. Green Building Council, Los Angeles Chapter  
Designers Lighting Forum  
LC Certified by the National Council on Qualifications  
for The Lighting Profession  
International Association of Lighting Designers  
Illuminating Engineering Society of North America  
American Institute of Architects, Associate Member  
LEED AP by The United States Green Building Council

## Resumes of Key Staff

## STR+Nia Collaborative

Acoustical & A/V Consultant  
Kirkegaard & Associates

### Selected Project Experience

Village Theatre of Cherry Hills  
Canton MI

Kellie Curie High School  
Chicago, IL

Mott and Kettering High Schools  
Waterford MI

Skokie Theatre  
Skokie IL

Barrows Auditorium  
Wheaton College  
Wheaton IL

Gary Comer Youth Center  
Chicago IL

Chicago Public Schools  
Chicago IL

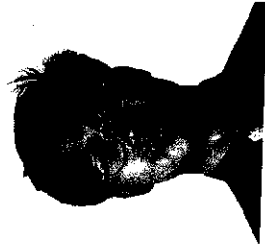
Cobb Energy Performing Arts Center  
Atlanta GA

Callaway Concert Hall  
LaGrange College  
LaGrange GA

University of Delaware Music School  
Wilmington DE

RPI - Experimental Media Performing Arts Center  
Troy NY

University of Oregon School of Music + Dance  
Eugene OR



### Anthony Shou Senior Consultant Project Manager

At Kirkegaard Associates, Anthony focuses on room acoustics and its integration into architectural design of renovations to existing auditoria, new performing arts facilities, and academic institutions. His consulting experiences encompass programming through construction and the acoustical tuning of performance spaces. Anthony's diverse background allows him to balance the science in acoustics and the art in architecture.

Prior to joining Kirkegaard Associates, Anthony earned a Master of Architecture degree from the University of Oregon. During school, he taught as a Graduate Teaching Fellow in many courses such as Spatial Composition and Structures and was a member of the Curriculum Advisory Committee. He began teaching, during his undergraduate studies, as a Teaching Assistant. Anthony received a Bachelor of Arts degree in biology from the University of Chicago with a minor in the visual arts.

## Resumes of Key Staff

## STR+Nia Collaborative

### Selected Project Experience

EMPAC Rensselaer  
Polytechnic Institute  
Troy NY

Sandler Center for the  
Performing Arts  
Virginia Beach VA

Pressure Point Recording  
Studios  
Chicago, IL

Strathmore Concert Hall  
Rockville, MD

WBEZ-Lehman Family  
Studios At Navy Pier  
Chicago IL

University of Wisconsin -  
Whitewater  
Whitewater, WI

University of Wisconsin-  
Madison - Microbial  
Sciences Building  
Madison WI

Riverside Theatre  
Vero Beach, FL

Schwartz Center for the  
Performing Arts  
Emory University  
Atlanta GA

Harpo Television Studios  
Chicago IL

St. Luke's Discovery Center  
London, England



### **Terry Tyson, P.E.** **Director of Operations,** **Senior Consultant, Associate**

A key member of Kirkegaard's project and management team, Mr. Tyson is an expert in mechanical systems noise and sound & vibration control. As an active professional engineer, his experience includes a wide variety of projects.

Terry is a member of the American Society of Heating, Refrigerating and Air-Conditioning Engineers Technical Committee on Noise and Vibration Control; the American Institute of Chemical Engineers; The Construction Specifications Institute; and the American Society of Mechanical Engineers.

Terry is a graduate of the University of Illinois, Chicago (BS Chemical Engineering 1985).

### Acoustical & A/V Consultant Kirkegaard & Associates



## Resumes of Key Staff

## STR+Nia Collaborative

### Selected Project Experience

Holland Performing Arts  
Center  
Omaha NE

Strathmore Concert Hall  
Bethesda MD

University of Wisconsin  
Microbial Science Building  
Madison WI

Friendship Missionary  
Baptist Church  
Charlotte NC

Northwestern Memorial  
Hospital – New Prentice  
Women's Hospital  
Chicago IL

Edwardsburg High School  
Auditorium  
Edwardsburg MI

Bowdoin College  
Recital Hall  
Brunswick ME

Indiana Purdue  
Fort Wayne Music Building  
Fort Wayne IN

Second Presbyterian  
Church  
Bloomington IL

Holocaust Memorial  
Foundation of Illinois  
Skokie IL

University of Chicago  
Goldblatt Pavilion  
Conference Room G217  
Chicago IL



### Joanne Chang AV Systems Consultant

Ms. Chang joined Kirkegaard Associates with thirteen years of experience in professional theatrical productions. Her diverse production background includes production management, stage management and technical direction. She was a technical staff member of Cloud Gate Dance Theatre, a renowned dance company in Taiwan, and toured with the company to several countries in Europe, Asia and North America.

Prior to join Kirkegaard Associates, she worked as a project manager and AV system designer for Performance, Arts, Technology, and Design Consultants Inc., a theatre consultant firm with an office in Taiwan. She has participated in theatre planning and AV system design works for performing arts and international meeting facilities.

In 2007, Joanne received certification as a video displays calibration technician from Image Science Foundation – Commercial.

Joanne is a graduate of National Taiwan University (BA, Sociology 1994) and Yale University School of Drama, New Haven, CT (MFA, Technical Design and Production 2002)

## Resumes of Key Staff

## STR+Nia Collaborative



### **Shimby McCreery** Room Acoustics / Noise Control

Shimby's work at Kirkegaard covers a broad range of disciplines. He works with architects to develop the design and integration of room acoustics solutions into performing and recording arts venues and places of worship. He helps mechanical engineers with the development and review of noise control systems for sound critical facilities. Shimby can also be found working in Kirkegaard's acoustic research facilities testing new products and materials for use in current projects.

Shimby received a Master's Degree in the Architectural Sciences with a focus in Acoustics from the Rensselaer Polytechnic Institute in 2006. His thesis developed the use of computer modeling to simulate virtual acoustic environments and was presented at the Acoustic Society of America meeting in November, 2006.

Prior to completing his graduate studies, Shimby worked as an Architectural Acoustician in Sao Paulo, Brazil where he worked on a number of international projects. Shimby received a BS in Mechanical Engineering from the Georgia Institute of Technology in 2004. His senior thesis worked on a novel approach to active noise cancellation using piezo-electric actuators.

### Selected Project Experience

Acoustical & A/V Consultant  
Kirkegaard & Associates

Rensselaer Polytechnic  
Institute - EMPAC  
Troy, NY

Royal Festival Hall  
London, UK

Xalapa Symphony Hall  
Xalapa, Mexico

Puerto Rico Musical  
Conservatory  
Santurce, Puerto Rico

Heinz Symphony Hall  
Pittsburgh, PA

ETA Creative Performing Arts  
Complex  
Chicago, IL

IPFW Music Building  
Fort Wayne, IN

Inspiring Body of Christ  
Church  
Dallas, TX

Colin County Arts Center  
Allen, TX

Olivet Nazarene University  
Chapel  
Bourbonnais, IL

Merit School of Music  
Chicago, IL

St. John the Evangelist  
St. John, IN

## Resumes of Key Staff

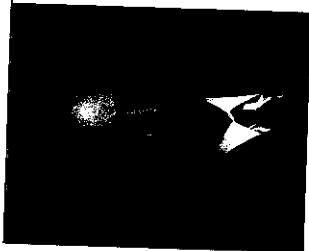
## STR+Nia Collaborative

### JAMES M. LUEDERS

President

Project Role: Natatorium Consultant

Natatorium Consultant  
Innovative Aquatic Design, LLC



Jim Lueders has been designing Aquatic Facilities since 1972. During that time, he has worked on over 2,000 projects. These projects range from small condominium and hotel pools to large water parks. He has also shared his many years of experience in the aquatic design field as a guest speaker at the University of Illinois at Chicago Circle Campus Architecture School. Jim will act as the principal-in-charge throughout the duration of these projects.

#### RELEVANT EXPERIENCE

Fenger Academy  
Renovation of Competition Pool  
Jones College Prep High School  
New Poured Concrete Competition Pool  
Kelvyn Park High School  
New Shotcrete Concrete Competition Pool  
Kennedy-King College  
New Poured Concrete Competition Pool  
Little Village Lawndale High School  
New Poured Concrete Competition Pool  
Westinghouse High School  
New Shotcrete Concrete Competition Pool

#### PROFESSIONAL AFFILIATIONS

Association of Pool and Spa Professionals  
Illinois Department of Public Health  
Swimming Pool Code Committee  
World Water Park Association

## Resumes of Key Staff

## STR+Nia Collaborative

### RYAN DIFATTA

Vice-President

Project Role: Natatorium Consultant



Ryan DiFatta has been designing Aquatic Facilities since 1998. During that time, he has worked on numerous projects including new construction and renovation of existing facilities. After being hired as a draftsman by Innovative Aquatic Design, LLC, Ryan quickly progressed through the ranks. In a short period of time, he has gone from project manager to designer and now vice president. Ryan is proficient in the design and construction phases of all aquatic facilities and will act as the day-to-day technical project manager throughout the duration of these projects.

Natatorium Consultant  
Innovative Aquatic Design, LLC

#### RELEVANT EXPERIENCE

Fenger Academy  
Renovation of Competition Pool  
Fenwick High School  
New 12,700 sq. ft. Indoor Competition Pool  
Homewood-Flossmoor High School  
New Olympic Sized Competition Pool  
Kelvyn Park High School  
New Shotcrete Concrete Competition Pool  
Kennedy-King College  
New Poured Concrete Competition Pool  
Stevenson High School  
New Olympic Sized Competition Pool

#### PROFESSIONAL AFFILIATIONS

Association of Pool and Spa Professionals

World Water Park Association

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SCHEDULE G**

**OTHER CONDITIONS**

**ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498**

**NONE**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT A  
DISCLOSURE OF RETAINED PARTIES**

**ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498**

**Affidavit follows on next page**

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A  
DISCLOSURE OF RETAINED PARTIES

ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: AOR Services for Southwest Area High School  
Description of goods or services to be provided under Contract: Architecture and engineering services
2. Name of Consultant: STR+Nia Collaborative
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

Signature

Date

Jan T. Taniguchi  
Name ( Type or Print)

Principal  
Title

Subscribed and sworn to before me

this 13\* day of Feb 2009

Theresa S Studnicka  
Notary Public

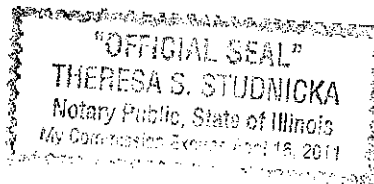


EXHIBIT B



PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A  
DISCLOSURE OF RETAINED PARTIES

ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

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

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: AOR Services for Southwest Area High School  
Description of goods or services to be provided under Contract: Architecture and engineering services
2. Name of Consultant: STR Partners LLC
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

Signature

Date

Jan T. Taniguchi  
Name ( Type or Print)

Principal  
Title

Subscribed and sworn to before me

this 12<sup>th</sup> day of Feb 2009

Theresa S Studnicka  
Notary Public

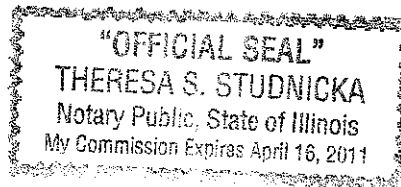


EXHIBIT B

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A  
DISCLOSURE OF RETAINED PARTIES

ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

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

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: AOR Services for Southwest Area High School

Description or goods or services to be provided under Contract: Architectural and Engineering Services.

2. Name of Consultant: Nia Architects, Inc. 1130 S. Wabash Ave Ste 200 Chicago, IL. 60605

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

Retained Parties:


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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

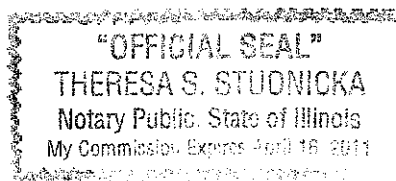
 _____ Signature	02.10.09 _____ Date
--	---------------------------

<b>Anthony Akindele</b> _____ Name ( Type or Print)	<b>President</b> _____ Title
---	------------------------------------

Subscribed and sworn to before me

this 10th day of February 2009

Theresa S Studnicka  
 Notary Public



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498**

**Affidavit follows on next page**

PUBLIC BUILDING COMMISSION OF CHICAGO

DISCLOSURE AFFIDAVIT

ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

Name: STR+Nia Collaborative

Address 350 W. Ontario St., Suite 200/ Chicago, IL 60654

Telephone No.: 312-464-1444

Federal Employer I.D. #: 26-4222597 Social Security #: \_\_\_\_\_

Nature of Transaction:

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

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

The undersigned Jan T. Taniguchi as Principal  
(Name) (Title)

and on behalf of STR+Nia Collaborative

("Bidder/ Proposer" or "Consultant") having been duly sworn under oath certifies that:

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

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

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

**SECTION 1. FOR ~~PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)~~ JOINT VENTURE**

a. State of Incorporation or organization Illinois

**PUBLIC BUILDING COMMISSION OF CHICAGO**

b. Authorized to do business in the State of Illinois: Yes  No  Each Entity of the Joint Venture is Authorized to do business in the State of Illinois

c. ~~Names of all officers of corporation or LLC~~  
Principals for the purpose of this Joint Venture  
(or attach list):

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
Jan Taniguchi	Principal		
Anthony Akindele	Principal		

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

Name (Print or Type)	Address	Ownership Interest
STR Partners, LLC	350 W. Ontario St, Ste 200, Chicago, IL 60645	70%
Nia Architects, INC	1130 S. Wabash St, Ste 200, Chicago, IL 60605	30%

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

N/A

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

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

**SECTION 2. PARTNERSHIPS**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIP**

- a. The bidder/proposer or Consultant is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]  
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

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

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. State of incorporation \_\_\_\_\_

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**II. CONSULTANT CERTIFICATION**

**A. CONSULTANT**

1. The Consultant, or any affiliated entities of the Consultant, or any responsible official thereof, or any other official, agent or employee of the Consultant, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

a. 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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

### B. SUB-CONSULTANTS

1. The Consultant has obtained from all sub-consultants being used in the performance of this contract or agreement, known by the Consultant at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Consultant, is not aware of any such sub-consultant or sub-consultant's affiliated entity or any agent, partner, employee or officer of such

## PUBLIC BUILDING COMMISSION OF CHICAGO

sub-consultant or subconsultant's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

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

### C. STATE TAX DELINQUENCIES

1. The Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Consultant is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
  2. Alternatively, the Consultant has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
  3. If the Consultant is unable to certify to any of the above statements [(Section II (C))], the Consultant shall explain below. Attach additional pages if necessary.
- 
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**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

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

**D. OTHER TAXES/FEEES**

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

---

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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

---

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

**III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

---

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

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

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

### a. INCORPORATION INTO CONTRACT AND COMPLIANCE

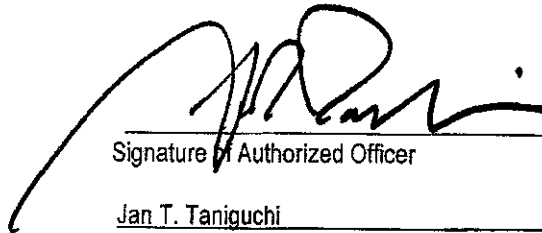
The above certification shall become part of any contract awarded to the Consultant set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which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

### V. VERIFICATION

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

  
\_\_\_\_\_  
Signature of Authorized Officer

Jan T. Taniguchi  
\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

Principal  
\_\_\_\_\_  
Title

312-464-1444  
\_\_\_\_\_  
Telephone Number

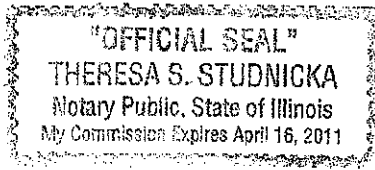
State of Illinois

County of Cook

Signed and sworn to before me on this 13 day of February, 2009, by

Jan T. Taniguchi (Name) as Principal (Title) of

STR+Nia Collaborative (Bidder/Proposer or Consultant)



  
\_\_\_\_\_  
Notary Public Signature and Seal

## PUBLIC BUILDING COMMISSION OF CHICAGO

### Notes 1-5 Disclosure Affidavit

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



# AIA<sup>®</sup> Document C101<sup>™</sup> – 1993

## *Joint Venture Agreement for Professional Services*

**AGREEMENT** made as of the Twelfth day of February in the year Two Thousand Nine

*(In words, indicate day, month and year.)*

**BETWEEN** the First Party:  
*(Name and address)*

STR Partners LLC  
350 W. Ontario St., Suite 200  
Chicago, IL 60654

and the Second Party:  
*(Name and address)*

Nia Architects Inc.  
1130 S. Wabash Ave., Suite 200  
Chicago, IL 60605

**Party (Third, Fourth, Name Address etc.)**

To form a Joint Venture to be known as:  
*(Name and address)*

STR+Nia Collaborative  
350 W. Ontario St., Suite 200  
Chicago, IL 60654

It is the intention of the Parties to form this Joint Venture in order to enter into an agreement or agreements with the Owner for professional services in connection with the following Project:

*(Include name, address and location of Project; name and address of Owner; and detailed description of scope.)*

The new Southwest Area High School to be constructed at West 77th Street and Homan Avenue, Chicago, Illinois. The project is a prototype high school of the Public Building Commission of Chicago and will be approximately 200,000 square feet, designed to house 1,200 students in grades 9 through 12.

The Owner:

Public Building Commission of Chicago  
Richard J. Daley Center, Room 200  
50 W. Washington St.  
Chicago, IL 60602

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



The Parties agree as set forth below.

Init.

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### ARTICLE 1 RIGHTS OF THE PARTIES

The Terms and Conditions of this Agreement shall govern the relationship of the Parties and the rendering of services required under this Agreement and under any subsequent agreement with the Owner relating to the Project. The agreement or agreements with the Owner shall be referred to as the "Project Agreement."

### ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Parties shall share, in the manner provided in this Agreement, the general obligations and responsibilities for professional services to be performed under the Project Agreement in the manner provided in this Agreement.

§ 2.2 Each Party shall perform the specific services required of it as set forth in Article 16.

§ 2.3 Neither Party to this Agreement shall enter into a separate agreement with the Owner for professional services in connection with this Project without the approval of the other Party.

§ 2.4 The relationship between the Parties shall constitute a joint venture for the performance of the services required of the Joint Venture under the Project Agreement. The services required of each Party to the Joint Venture shall be limited to the performance of services required in this Agreement.

§ 2.5 The Parties intend that the responsibilities and obligations, financial and otherwise, assumed under this Agreement shall be borne by each in proportion to their participation as provided in Section 18.1, or as may be otherwise described in this Agreement. If for any reason any Party shall limit its participation in responsibilities and obligations to less than that described in this Agreement, its respective share of compensation under this Agreement shall be adjusted by the Policy Board to account for such reduced participation.

§ 2.6 All public statements and releases, including the issuance of photographs and renderings, for all media for the duration of this Agreement, are subject to the prior approval of the Policy Board. In subsequent presentations not made by the Joint Venture, and in any brochures or other releases of the Parties hereto, materials depicting or relating to the Project shall be identified as work of the Joint Venture and not that of a particular Party.

### ARTICLE 3 REPRESENTATIVES AND POLICY BOARD

§ 3.1 Each Party shall designate a Primary Representative to serve on the Policy Board. Each Party's Primary Representative shall have complete authority to bind that Party. STR Partners designates Jan T. Tanguchi to serve on the Policy Board, and Nia Architects designates Anthony Akindele to service on the Policy Board.

§ 3.2 Each Party shall also designate an Alternate Representative to the Policy Board. Each Party's Alternate Representative shall serve only when the Primary Representative is absent. The Primary and Alternate Representatives shall serve as such without compensation, except as otherwise described in this Agreement.

§ 3.3 Should any of the foregoing representatives become unable to perform the duties of such representative or for any reason cease to be employed by the Party who nominated them, such Party shall promptly, by written notice served upon the other Party, name a successor.

§ 3.4 Each of the Parties to this Agreement may at any time replace the Primary or Alternate Representatives designated by it by a written notice served upon the other Parties as provided in Article 14.2.

§ 3.5 Meetings of the Policy Board for the transaction of business of the Joint Venture may be called, subject to reasonable notice, by the representative of either Party.

### ARTICLE 4 MANAGEMENT OF THE JOINT VENTURE

§ 4.1 The Policy Board shall have full responsibility and authority for performance of the Project Agreement, including, but not limited to, reassignment of services between the Parties, preparation of the schedule of services, settlement of disputes with the Owner, and any other matters affecting the performance of services under this Agreement.

§ 4.2 The Policy Board shall appoint a Project Manager and an Assistant Project Manager who shall (1) be responsible for the direction and management of the Work in accordance with policies and procedures established by the Policy Board, (2) be responsible for coordination of the Work, and (3) be responsible for contacts with the Owner and the Owner's authorized representatives.

§ 4.3 Actions and decisions of the Policy Board shall be by unanimous vote, or as otherwise set forth in Article 20, and shall be final, conclusive and binding upon the Parties. In the event that the Policy Board shall be unable to reach a unanimous decision, the Parties agree that the matter in controversy shall be referred to the person designated in Article 20, who shall make an interim decision which shall be subject to mediation and arbitration.

## **ARTICLE 5 ACCOUNTING**

**§ 5.1** The Parties shall jointly retain an accountant to perform such duties as may be determined by the Policy Board. For the purposes of this Agreement, certified figures of the accountant shall be final, conclusive and binding upon the Parties.

**§ 5.2** One person designated by the Policy Board shall be appointed Treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account based on generally accepted accounting principles or upon such basis as the Policy Board may determine. STR Partners LLC shall keep the books and records of the Joint Venture.

**§ 5.3** The Parties shall each keep separate full and current books of account, based on generally accepted accounting principles or upon such basis as the Policy Board may determine, detailing their individual participation in the Joint Venture.

**§ 5.4** One or more joint bank accounts (hereinafter called the "Joint Account") shall be opened in such financial institutions as may be determined by the Policy Board.

**§ 5.5** Each Party shall designate an individual or individuals authorized on its behalf to endorse checks deposited in and to sign checks drawn against the Joint Account. Checks drawn against said Joint Account shall require the signature(s) of the person or persons designated by the Policy Board.

**§ 5.6** All payments received by the Joint Venture in connection with this Agreement shall be promptly deposited in the Joint Account and invoices received by the Joint Venture shall be paid by check drawn against the Joint Account. Each Party will invoice the Joint Venture for their portion of services and reimbursable expenses. Neither Party shall obligate the Joint Venture for more than \$5000 without the written consent of the other Party.

**§ 5.7** Records of the Joint Venture which are required pursuant to law to be retained beyond the duration of this Agreement shall be retained at such place or places as determined by the Policy Board, and the cost thereof shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

**§ 5.8** Upon termination of the Joint Venture, all facilities and Joint Venture property shall be disposed of at fair market value or at a price determined by the Policy Board and the proceeds shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

## **ARTICLE 6 PROPERTY**

**§ 6.1** Joint Venture property shall consist of the capital contributions described in Article 15 and other property obtained with the funds of the Joint Venture.

**§ 6.2** Joint Venture property shall be identified and recorded in the Joint Venture accounts.

**§ 6.3** Property made available for Joint Venture use shall remain the property of the contributing Party. A schedule of property made available for Joint Venture use by each Party is included in Article 17. Upon termination of this Agreement, or at such other time as determined by the Policy Board, this property shall be returned to the contributing Party.

## **ARTICLE 7 PRELIMINARY EXPENSES**

**§ 7.1** All expenses related to this Agreement incurred by a Party, up to and including the date of this Agreement, shall be borne by the Party incurring such expenses unless otherwise provided in Article 20.

**§ 7.2** All expenses related to this Agreement incurred by a Party, from the date of this Agreement up to and including the date as of which the Project Agreement is entered into, shall be submitted for approval of the Policy Board, and if approved, shall be borne by Parties according to their respective interests as described in Section 18.1, or as otherwise determined by the Policy Board.

## ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

**§ 8.1** If determined by the Policy Board or required by the Project Agreement, intellectual property, designs, drawings, specifications and other instruments of service prepared pursuant to this Agreement shall be copyrighted in the name of the Joint Venture. Each Party shall have the rights and privileges of copyright ownership insofar as is consistent with this Agreement, and each Party shall be entitled to prepare documents for other projects based on such Project documents. No Party shall assign or transfer its copyright interest, permit reproduction of Project documents, or condone infringement of the copyright by others except upon written consent of the other Party.

**§ 8.2** Documents prepared specifically for this Project by only one of the Parties to this Agreement may not be copyrighted solely by that Party, unless otherwise determined by the Policy Board. Each Party hereby grants the other and the Joint Venture a license to use and reproduce such documents in furtherance of this Agreement. Where the Party owning such copyright is in default under this Agreement, the other Party may use and reproduce such documents, and prepare other documents derived from them for the Project, under the Project Agreement or any other agreement between the Parties and the Owner, regardless of whether such agreement was entered into on a separate or joint basis.

**§ 8.3** If determined by the Policy Board, intellectual property, including designs, drawings, specifications and other instruments of service prepared specifically for this Project by consultants to the Joint Venture shall be copyrighted jointly in the name of the Joint Venture as a "work made for hire" under the conditions established in Section 8.2. All agreements with consultants to the Joint Venture shall include such a provision.

## ARTICLE 9 INSURANCE

**§ 9.1** Each Party to this Agreement shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as may be required by the Owner or as will protect the Party from claims set forth below which may arise out of or result from the Party's services under this Agreement and for which the Party may be legally liable, whether such operations be by the Party or by a consultant to that Party or by anyone directly or indirectly employed by such Party, or by anyone for whose acts such Party may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the services to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Party's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Party's employees;
- .4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Party, or (2) by another person;
- .5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for damages to the construction documents and other valuable papers needed to fulfill obligations under this Agreement; and
- .8 Claims for damages arising out of the Party's negligent acts, errors or omissions in the performance of professional services.

**§ 9.2** The insurance required by Section 9.1 shall be written for not less than the limits of liability specified in Article 19 or as required by law, whichever coverage is greater. Coverages, with the exception of Section 9.1.8, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of this Agreement or any services performed under this Agreement (whichever is earlier) until all services to be performed by the Parties to this Agreement have been completed or until such time as this Agreement has been terminated. Each Party will maintain the coverage required in Section 9.1.8, if available, for three years following the date of Substantial Completion. Each Party shall name the other as an additional insured on its general liability insurance. Any excess/umbrella insurance required shall be following form.

**§ 9.3** Certificates of Insurance acceptable to the other Party shall be filed with that Party prior to commencement of services. These Certificates and the insurance policies required by Sections 9.1.1 through 9.1.8 shall contain a provision stating that coverages afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the other Party. If any Party to this Agreement reduces the limit of liability carried on the coverage required by Section 9.1.8, that Party will give 30 days' written notice to the other Party to this Agreement.

**§ 9.4** The Parties to this Agreement may elect to provide any of the coverages required in Section 9.1 under policies covering all of the Parties to this Agreement. The premium and deductibles for those policies shall be paid as described in Article 19.

**§ 9.5** If required by the Policy Board, each Party to this Agreement and, where applicable, the Joint Venture shall procure fidelity coverage protecting against loss due to fraudulent or dishonest acts. Each Party shall indemnify the Joint Venture and the other Party for losses, damages, expenses and costs caused by fraudulent, dishonest or gross negligence to the extent such losses, damages, expenses and costs are not covered insurance available to the Joint Venture.

## **ARTICLE 10 COMMENCEMENT AND TERMINATION**

**§ 10.1** This Joint Venture will commence as of the date of this Agreement.

**§ 10.2** This Agreement shall remain in full force and effect until terminated by written agreement of the Parties hereto or until the Project Agreement has been performed and all Joint Venture property and money have been fully disposed of or distributed in accordance with this Agreement. The obligations of each Party to contribute in accordance with this Agreement to the satisfaction of debts and liabilities of the Joint Venture and all obligations pursuant to Section 9.2 shall survive the termination of this Agreement. This Joint Venture Agreement may also be terminated in the event that the Project Agreement is terminated for convenience.

**§ 10.3** This Agreement may be terminated by either Party upon not less than seven days' written notice should the other Party substantially fail to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

**§ 10.4** If, in the event of termination, the unpaid balance of compensation due the defaulting Party exceeds the cost of completing the work of the defaulting Party and expenses made necessary thereby, such excess shall be paid to the defaulting Party. If such costs exceed the unpaid balance, the defaulting Party shall pay the balance to the nondefaulting Party. This obligation for payment shall survive termination of this Agreement.

**§ 10.5** If the Joint Venture does not enter into a Project Agreement with the Owner, then neither Party may enter into a contract to perform any services contemplated for this Project without the written consent of the other Party.

## **ARTICLE 11 CONTINUANCE**

**§ 11.1** In the event of death, dissolution, liquidation or any other incapacity of any Party, the other Party shall complete the Project Agreement. The estate, trustee or other entity representing the departing Party shall share in any compensation in the proportion that the work performed by the departing Party bears to the total share of work required from that Party under this Agreement.

**§ 11.2** In the event of default or nonperformance by any Party not resulting in termination, the other Party shall complete the Project Agreement. Compensation due the defaulting or nonperforming Party shall be adjusted as provided in Section 18.1.2.

**§ 11.3** Nothing contained herein shall give such estate, trustee or other entity representing the departing, defaulting or nonperforming Party, or the Party itself, any right to participate in the administration of the affairs of the Joint Venture.

## **ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1** Claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and, and if required by the Project

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Agreement to arbitration in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect.

**§ 12.2** In addition to and prior to arbitration, the Parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal, equitable, or arbitration proceedings as provided in Section 12.3 based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

**§ 12.3** Demand for arbitration, if required by the Project Agreement, shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. If arbitration is not required by the Project Agreement, the parties hereto shall mediate, and in the event mediation is unsuccessful, any claims shall be filed in a court of competent jurisdiction for resolution. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

**§ 12.4** An arbitration pursuant to this Article 12 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any person or entity with whom that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 12.5** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **ARTICLE 13 LEGAL COUNSEL**

**§ 13.1** The Joint Venture shall retain, for the duration of this Agreement, legal counsel mutually agreeable to all Parties for use in connection with matters requiring the assistance of legal counsel. The expense of legal counsel for the Joint Venture shall be borne by the Parties in proportion to their participation as described in Section 18.1, or as otherwise determined by the Policy Board.

**§ 13.2** Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any Party without the consent of the others. If separate counsel is retained to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

#### **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

**§ 14.2** Written notice between the Parties to this Agreement shall be deemed to have been duly served if delivered in person or by registered or certified mail to the Primary or Alternate Representative of such Party.

**§ 14.3** The principal place of business of the Joint Venture shall be as designated in Article 20, or such other location as may be subsequently agreed upon by the Parties.

**§ 14.4** This Agreement shall be governed by the laws of the State of Illinois.

Init.

§ 14.5 The fiscal year of the Joint Venture shall be as designated in Article 20.

§ 14.6 Neither Party shall assign this Agreement without the written consent of the other.

§ 14.7 The right of any person, firm or corporation, claiming by, through or under any Party (including, but not limited to, judgment or other creditors, receivers, trustees, assignees, executors and administrators), to assert any claim against the rights or interests of any Party shall be limited in any event to the right to claim or receive after completion of the Project Agreement, and after the closing of the account of the Joint Venture, the proportional interest of such Party as described in Section 18.1, and then only subject to the equities of the other Party as set forth in this Agreement.

§ 14.8 The parties to this Agreement, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party with respect to all covenants of this Agreement, subject to any limitations stated in Section 14.6 or elsewhere in this Agreement.

## ARTICLE 15 CONTRIBUTIONS

§ 15.1 The initial capital contribution of each Party to this Agreement shall be as follows:

Party (First, Second, etc.)	Capital Contribution (\$ 0.00)
FIRST PARTY	\$700.00
SECOND PARTY	\$300.00

§ 15.2 Should the Policy Board determine that additional funds are required or desirable to perform the Project Agreement, to pay any losses arising therefrom or to eliminate deficits resulting from prior overpayments to the Parties, the Parties shall, within ten days after determination by the Policy Board, contribute such additional funds in the respective proportions set forth in Section 18.1. Should any Party be unable, fail or neglect to contribute and deposit additional funds in the Joint Account, then the other Party shall have the right to advance the deficiency, and, in such event, the Party advancing such deficiency shall receive interest on such funds at the rate established by the Policy Board from the time of their advancement to the time of their repayment. Such excess funds shall be repaid in full, including said interest, from the first monies thereafter received from the Owner or from others in connection with the Project Agreement which are distributable to the Parties. Such funds shall be repaid before other payments are made to the Parties. Interest paid for funds thus advanced shall be charged against the Party whose failure necessitated the funds being advanced.

*(Insert rate of interest agreed upon.)*

15.00% per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the principal place of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 15.3 Should the Policy Board determine that funds are available in excess of Joint Venture needs, such excess funds shall first be applied to return of funds advanced until such advances have been entirely repaid, and balance of such excess shall be distributed to the Parties in the respective proportions set forth in Section 18.1. Upon completion of this Agreement, funds remaining after payment of outstanding indebtedness of the Joint Venture shall be distributed to the Parties in accordance with their respective interests as set forth in Section 18.1.

§ 15.4 In no event will advance distribution of anticipated profit reduce the obligation of the Parties for future expenses of the Joint Venture if these future expenses should exceed the gross compensation to the Joint Venture.

## ARTICLE 16 SCHEDULE OF SERVICES

The Parties agree to provide the following specific services, respectively:

*(If this Schedule is not used for this purpose, type in the appropriate reference document.)*

Refer to Letter of Intent (attached as Exhibit A), dated "Revised January 29, 2009"

3



(Table deleted)

**ARTICLE 17 SCHEDULE OF PROPERTY**

The Parties agree to make available the following property for the use of the Joint Venture, respectively:  
(If this Schedule is not used for this purpose, type in the appropriate reference document or, when appropriate, the phrase "Not Applicable" should be typed in the middle of the sheet.)

Not Applicable  
(Table deleted)

**ARTICLE 18 JOINT VENTURE OPERATIONS**

Joint Venture Operations under this Agreement shall be based on:  
(Indicate Division of Compensation or Division of Profit/Loss, fill out the appropriate section below, and strike the inapplicable section.)

Refer to Letter of Intent (attached hereto as Exhibit A), dated "Revised January 29, 2009"

The First Party shall be responsible for "stamping/sealing" the contract documents.

**DIVISION OF COMPENSATION**

**§ 18.1 INTERESTS OF THE PARTIES**

**§ 18.1.1** Based on the services allocated to each Party and described in Article 16, compensation paid to the Joint Venture shall be divided as follows:

Refer to Letter of Intent (attached hereto as Exhibit A), dated "Revised January 29, 2009"

<b>Party (First, Second, etc.)</b>	<b>Dollars or percentage</b>
------------------------------------	------------------------------

**§ 18.1.2** If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. In the event that such funds are insufficient to reimburse the nondefaulting Party, the defaulting Party agrees that they will make payment to the nondefaulting Party to the extent of such insufficiency.

**§ 18.1.3** Unless otherwise agreed upon, the Joint Venture shall have no employees. All necessary personnel shall be provided from the staffs of the Parties.

**§ 18.1.4** Except as provided below or determined by the Policy Board, all nonreimbursable expenses under the Project Agreement shall be borne by the Party incurring such expenses.

(Paragraph deleted)  
(Table deleted)  
(Paragraphs deleted)

**§ 18.2 REIMBURSEMENTS**

**§ 18.2.1** Parties shall be reimbursed for time of personnel used on behalf of the Joint Venture as set forth below:

Refer to Letter of Intent (attached as Exhibit A), dated "Revised January 29, 2009".  
(Table deleted)

**§ 18.2.2** For the purposes of this Agreement, the following are designated as Principals:

<b>Party (First, Second, etc.)</b>	<b>Name of principal</b>
FIRST PARTY	Jan T. Taniguchi, AIA
SECOND PARTY	Anthony Akindede, AIA

**§ 18.2.3** Unless otherwise agreed upon, the Joint Venture shall have no employees. Necessary personnel shall be provided from the staffs of the Parties. New personnel employed specifically for work on the Project will be assigned to the payroll of one of the Parties by mutual agreement at time of employment.

**§ 18.2.4**

The expenses identified in the Public Building Commission of Chicago's Professional Services Agreement as allowable "Reimbursable Expenses" shall be reimbursed by the Joint Venture at cost to the Party incurring *(Paragraphs deleted)* them.

**§ 18.2.5** For REIMBURSABLE EXPENSES, as described in Section 18.2.4, and any other items included as Reimbursable Expenses, a multiple of One ( 1.00 ) times the expenses incurred by the Parties to this Agreement in the interest of the Project.

**§ 18.2.6** Full and complete books of account described in Section 5.3 relating to the Joint Venture shall be available to the other Party for inspection at mutually convenient times.

**ARTICLE 19 INSURANCE COVERAGES**

*(After consultation with each Party's insurance counsel, insert the minimum limits of insurance required for each Party or the Joint Venture for each type of insurance required in Section 9.1, and any other coverages which may be necessary to protect the Parties to this Agreement. Deductible and payment apportionment listed in Section 9.4 and time requirements listed in Section 9.2 should also be inserted here.)*

The insurance coverage of each party shall be per the requirements set forth in the Public Commission of Chicago's Professional Services Agreement.

**Type of insurance**

**Minimum limit (\$ 0.00)**

**ARTICLE 20 OTHER CONDITIONS OR SERVICES**

**§ 20.1** Principal Place of Business: 350 W. Ontario St., Suite 200, Chicago, IL 60654

**§ 20.2** Jurisdiction:

**§ 20.3** Fiscal Year: The fiscal year shall be from January 1 to December 31

**§ 20.4** Alternate Decision Maker:  
*(Insert other conditions and descriptions of other services.)*

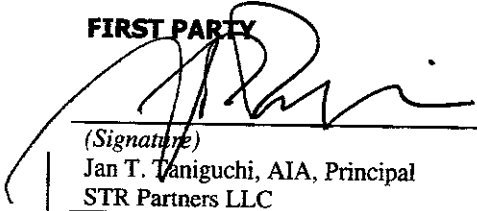
First Party: Jennifer Costanzo, AIA  
Colby Lewis, AIA

Second Party: Gary Jung, AIA


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This Agreement entered into as of the day and year first written above.

**FIRST PARTY**

  
\_\_\_\_\_  
(Signature)  
Jan T. Taniguchi, AIA, Principal  
STR Partners LLC  
\_\_\_\_\_  
(Printed name and title)

**SECOND PARTY**

  
\_\_\_\_\_  
(Signature)  
Anthony Akindele, AIA, Principal  
Nia Architects Inc.  
\_\_\_\_\_  
(Printed name and title)

PUBLIC BUILDING COMMISSION OF CHICAGO

DISCLOSURE AFFIDAVIT

ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

Name: STR Partners LLC

Address 350 W. Ontario St., Suite 200/ Chicago, IL 60654

Telephone No.: 312-464-1444

Federal Employer I.D. #: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Nature of Transaction:

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

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

The undersigned Jan T. Taniguchi as Principal and Member  
(Name) (Title)  
and on behalf of STR Partners LLC

("Bidder/ Proposer" or "Consultant") having been duly sworn under oath certifies that:

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

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

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

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

a. State of Incorporation or organization ILLINOIS

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
Jan T. Taniguchi	Member	Jan T. Taniguchi	Director
Ric R. Rinosa, Jr.	Member	Ric R. Rinosa, Jr.	Director
John Colby Lewis	Member	John Colby Lewis	Director
Michael T. Henderson	Member	Michael T. Henderson	Director
Jennifer Costanzo	Member	Jennifer Costanzo	Director

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

Name (Print or Type)	Address	Ownership Interest
Jan T. Taniguchi	41W147 Kings Mill Dr./St. Charles, IL 60175	30%
Ric R. Rinosa, Jr.	748 Berwick Pl. / Roselle, IL 60172	25%
John Colby Lewis	729 Emerson St., #2W / Evanston, IL 60201	20%
Michael T. Henderson	131 S. 8th Ave. / LaGrange, IL 60647	20%

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

Member managed

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

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

**SECTION 2. PARTNERSHIPS**

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

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Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIP**

- a. The bidder/proposer or Consultant is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]  
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

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

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

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Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. State of incorporation \_\_\_\_\_

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**II. CONSULTANT CERTIFICATION**

**A. CONSULTANT**

1. The Consultant, or any affiliated entities of the Consultant, or any responsible official thereof, or any other official, agent or employee of the Consultant, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. 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

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

### B. SUB-CONSULTANTS

1. The Consultant has obtained from all sub-consultants being used in the performance of this contract or agreement, known by the Consultant at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Consultant, is not aware of any such sub-consultant or sub-consultant's affiliated entity or any agent, partner, employee or officer of such



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sub-consultant or subconsultant's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

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

C. STATE TAX DELINQUENCIES

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

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PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

**D. OTHER TAXES/FEEES**

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

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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

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

**III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

---

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

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

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

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

**a. INCORPORATION INTO CONTRACT AND COMPLIANCE**

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

**V. VERIFICATION**

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

  
\_\_\_\_\_  
Signature of Authorized Officer

Jan T. Taniguchi  
\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

Principal  
\_\_\_\_\_  
Title

312-464-1444  
\_\_\_\_\_  
Telephone Number

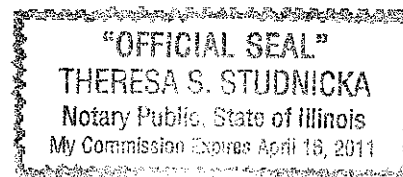
State of ILLINOIS

County of COOK

Signed and sworn to before me on this 12<sup>th</sup> day of FEB, 2009 by

Jan T. Taniguchi (Name) as Principal (Title) of

STR Partners LLC (Bidder/Proposer or Consultant)



Theresa S Studnicka  
\_\_\_\_\_  
Notary Public Signature and Seal

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B  
DISCLOSURE AFFIDAVIT

ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

Name: Nia Architects, Inc.

Address: 1130 S. Wabash Ave.

Telephone No.: 312.431.9515

Federal Employer I.D. #: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Nature of Transaction:

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

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

The undersigned Anthony Akindele, as President  
(Name) (Title)

and on behalf of Nia Architects, Inc.  
("Bidder/ Proposer" or "Consultant") having been duly sworn under oath certifies that:

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

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

Bidder/Proposer/Consultant is a:

<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> LLC
<input type="checkbox"/> Partnership	<input type="checkbox"/> LLP
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Not-for-Profit Corporation
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other

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

a. State of Incorporation or organization Illinois

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Anthony Akindele</u>	<u>President</u>	<u>Anthony Akindele</u>	<u>Director</u>
<u>Fredrick Fadowole</u>	<u>V. President</u>	<u>Fredrick Fadowole</u>	<u>Director</u>
_____	_____	_____	_____

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

Name (Print or Type)	Address	Ownership Interest
<u>Anthony Akindele</u>	<u>1812 S. State St. Chicago, IL. 60616</u>	<u>85</u> %
<u>Fredrick Fadowole</u>	<u>11720 S. Longwood Dr. Chicago, IL. 60643</u>	<u>15</u> %
_____	_____	_____ %

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

\_\_\_\_\_

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

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

**SECTION 2. PARTNERSHIPS**

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

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Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIP**

- a. The bidder/proposer or Consultant is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]  
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. State of incorporation \_\_\_\_\_

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**II. CONSULTANT CERTIFICATION**

**A. CONSULTANT**

1. The Consultant, or any affiliated entities of the Consultant, or any responsible official thereof, or any other official, agent or employee of the Consultant, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. 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



## PUBLIC BUILDING COMMISSION OF CHICAGO

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

### B. SUB-CONSULTANTS

1. The Consultant has obtained from all sub-consultants being used in the performance of this contract or agreement, known by the Consultant at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Consultant, is not aware of any such sub-consultant or sub-consultant's affiliated entity or any agent, partner, employee or officer of such

**PUBLIC BUILDING COMMISSION OF CHICAGO**

sub-consultant or subconsultant's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

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

**C. STATE TAX DELINQUENCIES**

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

\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

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

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

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

**a. INCORPORATION INTO CONTRACT AND COMPLIANCE**

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

**V. VERIFICATION**

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

*Anthony Akindele*  
Signature of Authorized Officer

Anthony Akindele  
Name of Authorized Officer (Print or Type)  
President  
Title

312.431.9515  
Telephone Number

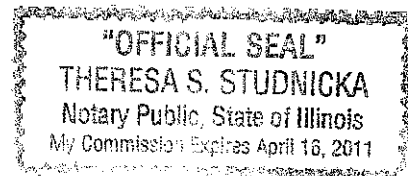
State of Illinois

County of Cook

Signed and sworn to before me on this 10th day of February, 2009 by

Anthony Akindele (Name) as President (Title) of

Nia Architects, Inc. (Bidder/Proposer or Consultant)



*Theresa S Studnicka*  
Notary Public Signature and Seal

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**STR+Nia Collaborative**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----  
 Other (see instructions) ▶ **Joint Venture**

Exempt  
payee

Address (number, street, and apt. or suite no.)

**350 W. Ontario St., #200**

City, state, and ZIP code

**Chicago, IL 60654**

Requester's name and address (optional)

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : :
or
Employer identification number
26 : 4222597

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

**ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498**

**1. Policy Statement**

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

**2. Aspirational Goals**

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission contracts to certified MBEs and 5% of the annual dollar value of all Commission contracts to qualified WBEs.
- b. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

**3. Definitions**

- a. For purposes of this Special Condition, the following definitions applies:
  - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
  - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.

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- (3) "Professional Service Contract" means a contract for professional services of any type.
- (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
- (5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
- (6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.
- (7) "Good faith efforts" means actions undertaken by a Professional Service Provider to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- (8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (9) "Minority" means:
- a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
    - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
    - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and
  - b. Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.
- (10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.
- (11) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.
- (12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more



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economically disadvantaged women.

### 4. Determining MBE/WBE Utilization

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

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

### 5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
  - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the

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State of Illinois, METRA, and Women's Business Development Center.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

### 6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

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**7. Request for Waiver**

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - (1) Attendance at the Pre-proposal conference;
  - (2) The Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;
  - (4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;
  - (5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, including:
    - i. The name, address and telephone number of MBE and WBE firms contacted;
    - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
  - (7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.
  - (8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:
  - (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;
  - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

**8. Failure To Achieve Goals**

- a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:

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(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.

(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting proposals to meet the goals.

(5) Making a portion of the work available to MBE or WBE sub=consultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE sub-consultants and suppliers, so as to facilitate meeting the goals.

(6) Making good faith efforts despite the ability or desire of a Professional Service Provider to perform the work of a contract with its own organization. A Professional Service Provider that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Professional Service Provider.

(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

- b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 18.02. Disputes Book 2.

### 9. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien

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from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to MBE and WBE sub-contractors.

10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.
- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultants or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

11. Prohibition On Changes To MBE/WBE Commitments

The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Professional Service Provider shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Professional Service Provider of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

- (1) The Professional Service Provider must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the

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MBE/WBE contract requirements.

(2) The Professional Service Provider's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the sub-consultant to honor the proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the sub-consultant to meet insurance, licensing or bonding requirements; g) the sub-consultant's withdrawal of its proposal; or h) decertification of the sub-consultant as MBE or WBE.

(3) The Professional Service Provider's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Professional Service Provider; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

The Professional Service Provider's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

(4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE/WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Professional Service Provider when a substitution of sub-consultants becomes necessary for the Professional Service Provider in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Professional Service Provider to locate specific firms, solicit MBE and WBE proposals, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

### 13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the

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requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

14. Severability

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

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SCHEDULE B - Joint Venture Affidavit (1 of 4)

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

1. Name of joint venture STR+Nia Collaborative
2. Address of joint venture 350 W. Ontario St., #200  
Chicago, IL 60654
3. Phone number of joint venture 312-464-1444
4. Identify the firms that comprise the joint venture  
STR Partners LLC and Nia Architects, Inc.
  - A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)  
Both firms of joint venture are MBE and will collectively be providing AOR services for the Southwest Arca High School
  - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
N/A
5. Nature of joint venture's business  
AOR services for the Southwest Area High School
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 100%
8. Specify as to:
  - A. Profit and loss sharing STR receives 70% of net fee / Nia: 30%
  - B. Capital contributions, including equipment STR-70%; Nia: 30%
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
N/A
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
N/A



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SCHEDULE B - Joint Venture Affidavit (2 of 4)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions

Jan T. Taniguchi / Asian / Male / STR Partners LLC  
Anthony Akindele / African / Male / Nia Architects, Inc.

B. Management decisions such as:

1) Estimating

Jan T. Taniguchi / Asian / Male / STR Partners LLC  
Anthony Akindele / African / Male / Nia Architects, Inc.

2) Marketing and Sales

Jan T. Taniguchi / Asian / Male / STR Partners LLC  
Anthony Akindele / African / Male / Nia Architects, Inc.

3) Hiring and firing of management personnel

Jan T. Taniguchi / Asian / Male / STR Partners LLC  
Anthony Akindele / African / Male / Nia Architects, Inc.

4) Other

Jan T. Taniguchi / Asian / Male / STR Partners LLC  
Anthony Akindele / African / Male / Nia Architects, Inc.

C. Purchasing of major items or supplies

Jan T. Taniguchi / Asian / Male / STR Partners LLC  
Anthony Akindele / African / Male / Nia Architects, Inc.

D. Supervision of field operations

Anthony Akindele / African / Male / Nia Architects, Inc.

E. Supervision of office personnel

Jan T. Taniguchi / Asian / Male / STR Partners LLC  
Anthony Akindele / African / Male / Nia Architects, Inc.

F. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

A bank account in the name of the joint venture will be established. STR Partners will keep the

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books for the joint venture. Both firms of the joint venture will invoice the joint venture for their portion of work and for reimbursable expenses. Incurred on the project. Checks issued from the joint venture will require two signatures: one signature from STR and the other from Nia Architects.

Neither firm shall obligate the joint venture for more than five thousand dollars (\$5,000.00) without consent of the other firm.

The total cash flow of the joint venture will be limited to the fees and reimbursable expenses received from the Public Building Commission of Chicago. The approximate cash flow apportionment of the net fee (i.e.: total fee less consultant and other expenses) shall be as follows: STR: 70%; Nia Architects: 30%.

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

We anticipate having 10 to 16 people assigned to the project; the majority of which will be design professionals. Each firm of the joint venture will employ their own personnel for the project.

10. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

N/A

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SCHEDULE B - Joint Venture Affidavit ~~A of A~~

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Consultant if the joint venture is a sub-consultant.

STR Partners LLC  
Name of Joint Venturer

Signature

Jan T. Taniguchi

Name  
Principal  
Title

2/12/09

Date

State of IL County of Cook

On this 12<sup>th</sup> day of Feb, 2009

before me appeared (Name)

Jan T. Taniguchi

to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state

that he or she was properly authorized by

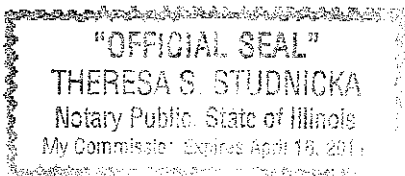
(Name of Joint Venture)

STR+Nia Collaborative

to execute the affidavit and did so as his or her  
free act and deed.

Theresa S Studnicka  
Notary Public

Commission expires:  
(SEAL)



Nia Architects, Inc.  
Name of Joint Venturer

Signature

Anthony Akindele

Name  
Principal  
Title

12-2-09

Date

State of IL County of Cook

On this 12<sup>th</sup> day of Feb, 2009

before me appeared (Name)

Anthony Akindele

to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state

that he or she was properly authorized by

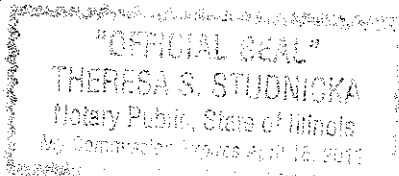
(Name of Joint Venture)

STR+Nia Collaborative

to execute the affidavit and did so as his or her  
free act and deed.

Theresa S Studnicka  
Notary Public

Commission expires:  
(SEAL)





January 28, 2009  
Revised January 29, 2009

Mr. Anthony Akindele, AIA, CSI  
Principal  
Nia Architects Inc.  
1130 W. Wabash Ave., Suite 200  
Chicago, IL 60605

**Re: LETTER OF INTENT – JOINT VENTURE  
SOUTHWEST AREA HIGH SCHOOL**

---

Dear Mr. Akindele,

Jennifer, Colby and I have enjoyed meeting you and Mr. Jung to discuss our joint venture relationship for the proposed Southwest Area High School. Pursuant to our 1/26/09 meeting, and our 2/29 discussions, we have prepared this letter of intent outlining the basic responsibilities and associated compensation arrangement we propose to you as a candidate to become our joint venture partner.

Due to the time-sensitive nature of the project, please respond to this letter of intent by noon, Friday, January 30, 2009. We do not have the luxury of a protracted negotiation period. We intend to move forward post-haste.

**General Understanding and Arrangement**

- The project will be 1,200-student, 200,000 SF, grade 9-12 high school to be located at 77<sup>th</sup> and Homan
- The AOR will be a joint venture between STR Partners LLC and Nia Architects Inc., hereinafter referred to as JV
- Both parties of the JV shall maintain insurance acceptable to PBC
- Both parties of the JV shall be knowledgeable about the entire project, attending meetings as required, making presentations as required and providing services to for a complete project.
- Both parties agree to operate and function as a single entity while under the engagement of PBC for this project. Neither party shall enter into a separate agreement with PBC for services in connection with this project without the approval of the other party.
- Both parties shall provide deliverables and complete tasks respective of their responsibilities described below as described in the AOR Scope of Services, Exhibit A in the PBC Professional Services Agreement.

### Responsibilities of Parties

The Commission has separated the services for this project into two parts: Part I – Design/Engineering for Site Preparation, and Part II – Design/Engineering for Vertical (Building) Construction and Site Development.

#### The responsibilities of Nia Architects shall be as follows:

- Part I – Design/Engineering for Site Preparation
  - Includes tasks necessary for all phases of this Part I: Scope Development, Construction Document, and Bidding and Contract Administration phases.
  - Estimates of Probable Construction Cost related to Part I shall be provided by STR Consulting
  - Active participation toward the goal of LEED Silver shall span across all phases for Site Preparation.
  - Permitting tasks and deliverables and meetings required as they pertain to Site Preparation.
- Part II – Design/Engineering for Vertical (Building) Construction and Site Development
  - Site Development of area containing athletics (ball fields, tennis, stadium seating, etc.) - Includes tasks necessary for all phases of this Part II.
  - Conduct, prepare and update as necessary a code analysis package.
  - Conduct, prepare and update as necessary a zoning analysis package.
  - Preparation and presentation of documents necessary for User Agency (CPS) departmental approvals.
  - Develop a furniture, fixture and equipment plan for User Agency use.
  - Prepare, develop and coordinate construction documents and specifications relating to science labs, science prep rooms, including casework, equipment and utilities.
  - Develop, issue, and update as needed a Submittal and Closeout Matrix.
  - Together with STR, review bids and prepare an evaluation and recommendation for award. Assist in finalizing agreements between the contractor and agency.
  - Contract Administration shall be led by Nia with STR participation at weekly project meetings. (Refer to: PBC Professional Services Agreement, Schedule A, Scope of Services, Sections I.B (p. 5/21) and II.E (p. 16/21))
  - Project Close Out shall be led by Nia with STR participation. (Refer to: PBC Professional Services Agreement, Schedule A, Scope of Services, Sections I.D (p. 5/21) and II.F (p. 18/21))
  - Active participation toward the goal of LEED Silver shall span across all phases for responsibilities in Part II.
  - Permitting tasks and deliverables and meetings required as they pertain to responsibilities in Part II.
  - Estimates of Probable Construction Cost related to Part II shall be provided by STR Consulting.

**The responsibilities of STR Partners LLC** shall be those services not identified above as responsibilities of Nia Architects.

#### Compensation

- The fee split arrangement for the JV shall be as follows:

The net JV fee shall be the gross fee less consultant expenses and non-reimbursable expenses. The net JV fee shall be disbursed as follows:



STR Partners LLC	75%	70%
Nia Architects Inc.	25%	30%

For the net JV fee, both parties shall perform the services outlined above.

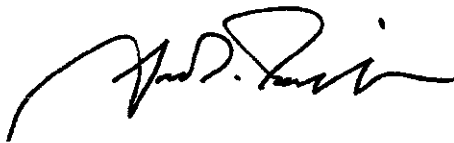
\* \* \*

If the above meets with your approval, kindly execute two originals of this letter of Intent. Keep one original for your file and kindly return the other original to STR. We will, thereafter follow the letter of intent with an AIA Document C101-1993, Joint Venture Agreement for Professional Services incorporating the terms of the letter of intent.

We look forward to working with you and to a successful project.

Sincerely,  
STR Partners LLC

**A P P R O V E D**  
Nia Architects Inc.



Jan T. Taniguchi, AIA LEED AP  
Principal

by: *Alwindale*

title: *Principal*

cc: Colby Lewis/Jennifer Costanzo

date: *1-30-09*

enclosure- PBC Professional Service Agreement



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SCHEDULE C**

**Letter of Intent from MBE/WBE To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier**

**SCHEDULE D**

**Affidavit of Professional Service Provider Regarding MBE/WBE Participation**

**Schedules follow on next page**

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Southwest Area High School

Project Number: PS1498

FROM:

STR Partners LLC MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

STR+Nia Collaborative and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

\_\_\_\_\_ a Sole Proprietor                      X a Corporation (LLC)  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated July 31, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

AOR services

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ \$1,925,000.00 \_\_\_\_\_  
\_\_\_\_\_



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

Letter of Intent from MBE/WBE

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

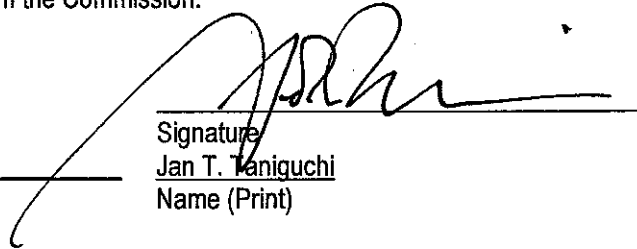
  0   % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
  0   % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

STR Partners LLC  
Name of MBE/WBE Firm (Print)  
5/6/09  
Date  
312-464-1444  
Phone

  
\_\_\_\_\_  
Signature  
Jan T. Taniguchi  
Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE    WBE    Non-MBE/WBE



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

July 31, 2008

Jan Taniguchi, President  
STR Partners, LLC  
350 West Ontario Street, Suite 200  
Chicago, IL 60610

Annual Certificate Expires:  
Vendor Number:

August 1, 2009  
1043193

Dear Mr. Taniguchi:

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

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

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

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

**Licensed Architect; Architectural Consulting Services;  
Planning and Interior Design Firm**

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

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

Sincerely,

  
Lori Ann Lybson  
Deputy Procurement Officer

LAL/mck

NEIGHBORHOODS  
*Alive!*  
  
BUILDING CHICAGO TOGETHER



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Southwest Area High School

Project Number: PS1498

FROM:

Nia Architects, Inc.

MBE  X WBE

(Name of MBE or WBE)

TO:

STR +Nia Collaborative and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

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

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

Architectural Services

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\$825,000.00  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

Letter of Intent from MBE/WBE

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

PARTIAL PAY ITEMS

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

---

---

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Nia Architects, Inc.

Name of MBE/WBE Firm (Print)

5/6/09

Date

312-431-9515

Phone

  
\_\_\_\_\_  
Signature

Anthony Akindede  
Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



CHICAGO TRANSIT AUTHORITY

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
www.transitchicago.com

December 13, 2007

Mr. Anthony Akindele  
Nia Architects, Inc. (00000)  
1130 S. Wabash Ave., Suite 200  
Chicago, IL 60605

Dear Mr. Akindele:

The Chicago Transit Authority (CTA), is pleased to notify you that your firm has met the requirements for certification as a bona fide DBE in accordance with Title 49 Part 26 of the Code of Federal Regulations. This certification allows your firm to participate in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, City of Chicago, Chicago Transit Authority, Metra and Pace. Your certification is approved effective December 4, 2007 and will expire on December 2, 2012.

In order to maintain your certification, you must submit an annual *No Change Affidavit* that will be sent to you at least sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is maintained by submitting the required supporting documentation.

Any time there is a change in the ownership or control of your firm, you must notify CTA's office in writing within thirty (30) days of such occurrence. Failure to report any of these changes timely may result in the revocation of your certification as set forth by Title 49 Part 26.109(c) of the Code of Federal Regulations.

Your firm's name will appear in the IL UCP DBE directory specializing in **ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**. The directory can be accessed via the internet at [www.transitchicago.com](http://www.transitchicago.com) or by contacting CTA's office.

Your participation on US DOT assisted contracts will only be credited toward DBE goals in your firm's specific area(s) of certification/specialty. Credit for participation in additional specialty areas require verification of resources, expertise and support documentation.

Please direct all inquiries and any of your questions to the CTA's Diversity & Small Business Compliance Programs Department at (312) 681-2601.

Sincerely,

Pamela J. Beavers  
GM, Diversity & Small Business  
Compliance Programs Department

XC: Czm

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Southwest Area High School

Project Number: PS1498

FROM:

ArchiTech Consulting, Inc.

MBE \_\_\_\_\_ WBE X

(Name of MBE or WBE)

TO:

STR +Nia Collaborative \_\_\_\_\_ and Public Building Commission of Chicago

(Name of Professional Service Provider)

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

\_\_\_\_\_ a Sole Proprietor                      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated July 21, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Architectural Specifications

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Lump Sum: \$28,000.00

\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

ArchiTech Consulting, Inc.

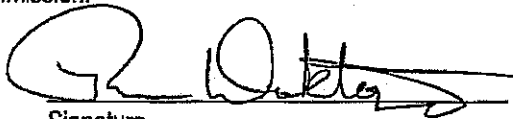
Name of MBE/WBE Firm (Print)

5/6/09

Date

224-345-3450

Phone



Signature

Renee Doktorczyk

Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



July 21, 2008

Renee Doktorczyk, President  
ArchiTech Consulting, Inc.  
111 East Busse Avenue, Suite 601  
Mount Prospect, IL 60056

City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Antel M. Gayles  
Chief Procurement Officer

City Hall, Room 403  
131 North LaSalle Street  
Chicago, Illinois 60602

(773) 744-4900  
(773) 744-2949 (TTY)

<http://www.cityofchicago.org>

Annual Certificate Expires: October 1, 2009  
Vendor Number: 1061080

Dear Ms. Doktorczyk:

We are pleased to inform you that ArchiTech Consulting, Inc. has been certified as a **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **WBE** certification is valid until **October 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009**.

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

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

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

**Architecture Services and Consulting; Professional Design Services**

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

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

Sincerely,

Lori Ann Lypson  
Deputy Procurement Officer

LAL/ckr







ILLINOIS

Rod R. Blagojevich, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Maureen T. O'Donnell, Acting Director

June 04, 2008

Renee Doktorczyk  
Architech Consulting Inc  
111 E Busse Ave  
Suite 601  
Mt Prospect, IL 60056-3249

Re: FBE Certification Approval

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Female Business Enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

This full certification is valid for a period of three years from the date of this letter. Following this full certification, on an annual basis, at least 60 days prior to the anniversary day of your certification, you will be required to complete a No-change Affidavit form that must be submitted to BEP as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business, or other changes affecting the firm's operations, you are required to notify this office within two weeks. Failure to return the annual No-change Affidavit or notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to doing business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,

Mayra Garcia Guzman  
Deputy Director  
Business Enterprise Program

(L13FBE)

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Southwest Area High School

Project Number: PS1498

FROM:

Nestbuilders dba: dbHMS

MBE  WBE

(Name of MBE or WBE)

TO:

STR +Nia Collaborative and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

a Sole Proprietor  a Corporation  
 a Partnership  a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 10/31/2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

MCP and LEED Engineering Services

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

Lump Sum: \$573,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

Letter of Intent from MBE/WBE

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

dbHMS

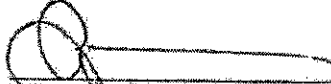
Name of MBE/WBE Firm (Print)

5-6-09

Date

312-915-0557

Phone



Signature

Guy Valcour

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

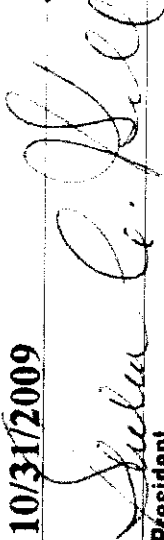
Chicago Minority Business Development Council, Inc.

# Certificate of Certification

*This certificate acknowledges that*

**NEST BUILDERS, INC. (dba: dbHMS)**

has met the stringent certification requirements for a minority owned and controlled business as defined by the National Minority Supplier Development Council certification guidelines.

Certification No.	CH2340
NAICS Code (s)	541330
Product(s) Service (s)	ENGINEERING DESIGN SERVICES
Date of Certification	10/31/2008
Expiration Date	10/31/2009
	 President

"Building Business Wealth through Supplier Diversity"

PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Southwest Area High School

Project Number: PS1498

FROM:

HJKessler Associates, Inc. \_\_\_\_\_ MBE \_\_\_\_\_ WBE  \_\_\_\_\_  
(Name of MBE or WBE)

TO:

STR+Nia Collaborative \_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

\_\_\_\_\_ a Sole Proprietor                       \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated December 22, 2008. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

\_\_\_\_\_  
LEED Consulting  
\_\_\_\_\_

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

\_\_\_\_\_  
\$79,000  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

---

---

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

SUB-SUBCONTRACTING LEVELS

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

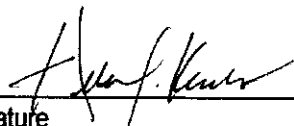
  0   % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

By:

HJKessler Associates, Inc.  
Name of MBE/WBE Firm (Print)  
  9 February 2009    
Date  
  773.975.6467    
Phone

  
Signature  
Helen J. Kessler  
Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

December 22, 2008

Helen J. Kessler, President  
**HJKessler Associates, Inc.**  
3660 North Lake Shore Drive, Suite 501  
Chicago, Illinois 60613

**Annual Certificate Expires:**  
**Vendor Number:**

**October 1, 2009**  
**50076440**

Dear Ms. Kessler:

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **October 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009**.

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

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

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

**LEED (Leadership in Energy and Environmental Design);  
Environmental Consulting; Professional Design Firm;  
Architectural Services and Consulting**

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

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

Sincerely,

Lori Ann Lygson  
Deputy Procurement Officer

LAL/emc



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Southwest Area High School

Project Number: PS1498

FROM:

JACOBS/RYAN ASSOC. MBE \_\_\_\_\_ WBE   
(Name of MBE or WBE)

TO:

STR+Nia Collaborative \_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

\_\_\_\_\_ a Sole Proprietor \_\_\_\_\_ a Corporation  
 a Partnership \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated ~~SEPTEMBER 3, 2008~~ In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

LANDSCAPE ARCHITECTURAL SERVICES  
AS PROPOSED

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

\$ 61,200.00



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

Letter of Intent from MBE/WBE

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

PARTIAL PAY ITEMS

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

NA

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

JACOBS RYAN ASSOC

Name of MBE/WBE Firm (Print)

10 FEBRUARY 2009

Date

772.604.3217

Phone

[Signature]  
Signature  
BERNARD JACOBS  
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

September 3, 2008

Terry Warriar Ryan  
**Jacobs/Ryan Associates**  
1527 North Sandburg Terrace  
Chicago, Illinois 60610-1312

**Annual Certificate Expires:**  
**Vendor Number:**

**November 1, 2009**  
**1016224**

Dear Ms. Ryan:

We are pleased to inform you that **Jacobs/Ryan Associates** has been certified as a **Women Owned Business Enterprise (WBE)** by the City of Chicago. This **WBE** certification is valid until **November 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2009**.

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

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

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

#### **Landscape Architect Services**

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

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

Sincerely,

  
Lori Ann Lypson  
Deputy Procurement Officer

LAL/la

**NEIGHBORHOODS**  
*Alive!*  
  
BRING CHICAGO TOGETHER



PUBLIC BUILDING COMMISSION OF CHICAGO

SCHEDULE C

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Southwest Area High School

Project Number: PS1498

FROM:

Terra Engineering, Ltd. MBE \_\_\_\_\_ WBE x  
(Name of MBE or WBE)

TO:

STR+Nia Collaborative and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

\_\_\_\_\_ a Sole Proprietor                      x \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated February 9, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

civil engineering services  
\_\_\_\_\_  
\_\_\_\_\_

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

\$122,000  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO

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

PARTIAL PAY ITEMS

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

\_\_\_\_\_  
\_\_\_\_\_

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

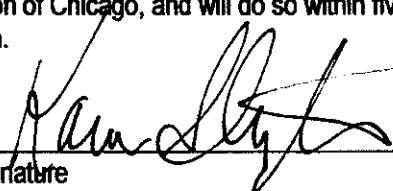
By:

Terra Engineering, Ltd.

Name of MBE/WBE Firm (Print)  
February 11, 2009

Date  
312-467-0123

Phone

  
Signature  
Karen Steingraber  
Name (Print)

IF APPLICABLE:  
By:

Joint Venture Partner (Print)

Date

Phone

Signature  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Montel M. Gayles  
Chief Procurement Officer

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

<http://www.cityofchicago.org>

February 9, 2009

Karen Steingraber  
Terra Engineering, Ltd.  
225 West Ohio Street - 4<sup>th</sup> Floor  
Chicago, Illinois 60654

Dear Ms. Steingraber:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **WBE** certification **until May 1, 2009**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **WBE** in the following specialty area(s):

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

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Mark Hands  
Managing Deputy Procurement Officer

la

NEIGHBORHOODS



**IL UCP Host: IDOT**



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**SCHEDULE D**

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

Name of Project: **Southwest Area High School**

STATE OF ILLINOIS        }  
  } SS  
COUNTY OF COOK        }

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

Principal

Title

and duly authorized representative of

STR+Nia Collaborative

Name of Professional Service Provider  
whose address is

350 W. Ontario St., Suite 200 / Chicago, IL 60654

in the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
STR Partners LLC	AOR Services	\$1,925,000.00	\$
Nia Architects, Inc.	AOR Services	\$ 825,000.00	\$
Terra Engineering Ltd.	Civil Engineering	\$	\$122,000.00
dbHMS Design Build Engineering	MEP/FP Engineering	\$ 573,000.00	\$
Jacobs/Ryan Associates	Landscape Architecture	\$	\$61,200.00
H.J. Kessler Associates, Inc.	LEED Consulting	\$	\$79,000.00
ArchiTech Consulting Inc.	Specification Writing	\$	\$28,000.00
<b>Total Net MBE/WBE Credit</b>		<b>\$3,323,000.00</b>	<b>\$290,200.00</b>
<b>Percent of Total Base Bid</b>		<b>82.45%</b>	<b>7.20%</b>

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

SUB-SUBCONTRACTING LEVELS

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

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

STR+Nia Collaborative

Name of Professional Service Provider (Print)

5/6/09

Date

312-464-1444

Phone

  
\_\_\_\_\_  
Signature

Jan T. Vaniguchi

Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/FAX

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

PUBLIC BUILDING COMMISSION OF CHICAGO

(1 of 2)

Name of Project **Southwest Area High School**

Contract Number **PS1498**

Date February 13, 2009

STATE OF ILLINOIS     }  
  } SS  
COUNTY OF COOK       }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

Jan T. Taniguchi  
 (Name of Affiant)  
 am the  
 Principal \_\_\_\_\_ and duly authorized representative of  
 (Title)  
STR+Nia Collaborative  
 (Name of Company)  
 whose address is

350 W. Ontario St., Suite 200, Chicago, IL 60654

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

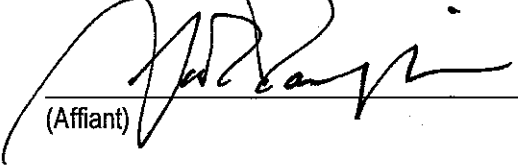
MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
STR Partners LLC	AOR Services	\$1,925,000.00	0	0	\$1,925,000.00
Nia Architect Inc	AOR Services	\$825,000.00	0	0	\$825,000.00
Terra Engineering Ltd.	Civil Engineering	\$122,000.00	0	0	\$122,000.00
Db HMS Design Build Engineering	MEP/FP Engineering	\$573,000.00	0	0	\$573,000.00
Jacobs/Ryan Associates	Landscape Architecture	\$61,200.00	0	0	\$61,200.00
ArchiTech Consulting, Inc.	Specification Writing	\$28,000.00	0	0	\$28,000.00
H.J. Kessler & Associates	LEED Consulting	\$79,000.00	0	0	\$79,000.00
			0	0	
			0	0	
<b>TOTALS</b>		\$3,613,200.00	0	0	\$3,613,200.00



PUBLIC BUILDING COMMISSION OF CHICAGO

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

  
\_\_\_\_\_  
(Affiant)

5/6/09  
\_\_\_\_\_  
(Date)

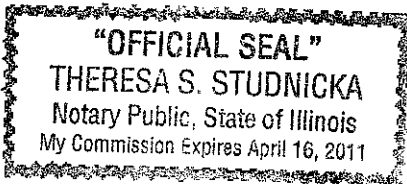
On this 6<sup>th</sup> day of May 20 09

before me, Jan T. Taniguchi, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Theresa S Studnicka  
\_\_\_\_\_  
Notary Public  
Commission Expires

(Seal)



PUBLIC BUILDING COMMISSION OF CHICAGO

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS  
(1 of 2)

Name of Project **Southwest Area High School**

Contract Number **PS1498**

Date \_\_\_\_\_

STATE OF ILLINOIS     }  
  } SS  
COUNTY OF COOK     }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

\_\_\_\_\_  
(Name of Affiant)  
am the \_\_\_\_\_ and duly authorized representative of  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Company)  
whose address is \_\_\_\_\_  
\_\_\_\_\_

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
<b>TOTALS</b>					

PUBLIC BUILDING COMMISSION OF CHICAGO

ARCHITECT OF RECORD SERVICES  
SOUTHWEST AREA HIGH SCHOOL  
PS1498

**ELECTRONIC FILE TRANSFER AGREEMENT**

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: ELECTRONIC MEDIA

PROJECT NAME AND NO.: SOUTHWEST AREA HIGH SCHOOL  
AGREEMENT NO. PS1498

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

**TERMS OF AGREEMENT:**

1. The PBC acknowledges that it has requested Architect to provide certain designs as electronic drawing file data in disk format and that the information contained on these disks is provided for its sole use and convenience. The PBC, at its own discretion, may choose to reassign this data to a third party, to whom all terms of this agreement shall also apply, by obtaining the third party's signature on the line below and sending a signed copy to Architect.
2. The undersigned further acknowledges that the true record of the design is the most recent printed copy of the design by Architect, and that errors and other changes may subsequently be introduced to the electronic format without the fault or knowledge of, and beyond the control of Architect.
3. Accordingly the PBC agrees to indemnify Architect from all costs and expenses including reasonable attorney's fees, pertaining to any claims which may arise out of any modification to the design contained on the electronic drawing file data as compared to the last sealed hard copy printed by Architect.
4. This Data is an instrument of professional service prepared by Architect. Unless otherwise provided for in the Agreement, the reuse of this data, including designs and information included therein shall be at the sole risk of the user.

Architect:

  
\_\_\_\_\_  
Architect Authorized Signature [date]

**Acknowledged and Accepted for:**

\_\_\_\_\_  
Signature of PBC Executive Director [date]

**Acknowledged and Accepted by Third Party:**

\_\_\_\_\_  
Signature of Third Party [date]

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>05/05/09</b>
PRODUCER <b>Euclid Insurance Services, Inc</b> 234 Spring Lake Drive Itasca, IL 60143 630 694-3700	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED <b>STR + Nia Collaborative, a Joint Venture</b> 350 W. Ontario St., Ste 200 Chicago, IL 60610	INSURERS AFFORDING COVERAGE INSURER A: <b>Continental Casualty Co</b> INSURER B: <b>American Casualty Co</b> INSURER C: <b>St. Paul Fire and Marine</b> INSURER D: INSURER E:	NAIC # 20443 20427 24767

PS 1498

**COVERAGES**

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4017440453	05/05/09	05/05/10	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4017440453	05/05/09	05/05/10	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b>  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	4017442364	05/05/09	05/05/10	EACH OCCURRENCE <b>\$4,000,000</b> AGGREGATE <b>\$4,000,000</b> \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4017440226	05/05/09	05/05/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$500,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$500,000</b> E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>
C	OTHER <b>Architects and Engineers Professional Liab</b>	QP03811086	09/16/08	09/16/09	<b>\$2,000,000 each claim/ annual aggregate</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*Please note: The issuing insurer will endeavor to mail 10 days notice in the event of a cancellation for non-payment of premium.  
 Professional Liability is written on a 'claims made' policy form.

5/11/2009  
JWA

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  Public Building Commission Procurement Department Richard J. Daley Center, Rm 200 50 W Washington St Chicago, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PS 1498

**DESCRIPTIONS (Continued from Page 1)**

Project: PS1498 - Southwest Area High School

\*Important: Please note that specific project descriptions are provided as a reference only. Most limits of liability are subject to aggregate amounts and are not dedicated to specific projects.

A \$3,000,000 excess of \$2,000,000 Specific Additional Project Excess Professional Liability limit of liability applies with respect to the Southwest Area High School.

The following are included as Additional Insureds on a primary, non-contributory basis with respect to General, Auto, and Umbrella Liability provided that the named insured has agreed to provide this coverage because of a written contract or agreement:

- The Public Building Commission
- The Board of Education of the City of Chicago
- The City of Chicago

OK

OK

A Waiver of Subrogation applies to the above named additional insureds with respect to General Liability, Auto Liability and Workers Compensation provided that the Named Insured performs work under a written contract that requires obtaining this agreement.