



**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**GSG MATERIALS TESTING, INC. d/b/a THE HOH GROUP, INC.**

**FOR**

**ARCHITECT/ENGINEER OF RECORD SERVICES  
PS3063**

**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

<b>FIRM NAME:</b>	GSG Materials Testing, Inc. d/b/a The HOH Group, Inc.
<b>CONTACT NAME:</b>	Santiago Garcia, CEO
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**Mayor Lori E. Lightfoot**  
**Chairman**  
Carina Sánchez  
Executive Director

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## **EXECUTION PAGE**

**PS3063**

**THIS AGREEMENT ("Agreement")** effective as of **August 4, 2021**, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission" or "PBC"), and **GSG Materials Testing, Inc. d/b/a The HOH Group, Inc.** with offices at **623 Cooper Street, Schaumburg, IL 60173** (the "Architect/Engineer" or "Consultant").

## **RECITALS**

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

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

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

**WHEREAS**, the Architect/Engineer 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 and to review drawings, specifications and documents prepared by others for conformity with design standards established by the Commission; and

**WHEREAS**, the Commission has relied upon the Architect/Engineer's representations in selecting the Architect/Engineer; and

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

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

**EXECUTION PAGE**

**Architect/Engineer of Record Services – PS3063**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By:

Lori E. Lightfoot  
Lori E. Lightfoot  
Chairman

Date

By:

Carina E. Sanchez  
Carina E. Sanchez  
Secretary

11.04.21  
Date

**GSG Materials Testing, Inc. d/b/a The HOH Group, Inc.**

By:

Print Name:

Title:

Santiago Garcia

Santiago Garcia

President

County of Cook  
State of Illinois

AFFIX CORPORATE  
SEAL, IF ANY, HERE

Subscribed and sworn before me by Santiago Garcia

as President

GSG Material Testing, Inc.  
d/b/a The HOH Group, Inc.

of this 15th day of October, 2021.

G.C.L.  
Notary Public

My Commission Expires 9-26-2025



Approved as to Form and Legality:

By:

Anne L. Zredd  
Neal & Leroy, LLC

10/27/2021  
Date

## TERMS AND CONDITIONS

### **Article I. INCORPORATION OF RECITALS**

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

### **Article II. DEFINITIONS AND USAGE**

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

- (a) *Additional Services.* Additional services to be provided by the Architect/Engineer for the Project pursuant to the provisions of Schedule A and any applicable Task Order.
- (b) *Agreement.* This Agreement between the Commission and the Architect/Engineer, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, revisions and Task Orders made in accordance with its terms.
- (c) *Architect/Engineer.* The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (d) *Authorized Commission Representative(s).* One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (e) *Commission.* The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (f) *Completion Date of the Services/Project.* The date or dates, as determined by the Authorized Commission Representative, on which the Architect/Engineer has completed all of its obligations under this Agreement and any applicable Task Order.
- (g) *Contractor.* The firm, corporation, partnership, joint venture or other entity that enters into a contract with the Commission to perform the Work required in order to complete the Project.
- (h) *CW or CW System.* The on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports, including any other document management system that may be duly authorized and approved by the Commission for such purposes subsequent to the date of this Agreement.
- (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/Engineer is required, under this Agreement, to provide to the Commission.
- (k) *Executive Director.* The person employed by the Commission as its Executive Director or designee.
- (l) *Key Personnel.* Those job titles and individuals identified herein.
- (m) *Project.* The Project identified in the Recitals that will be undertaken by the Commission on behalf of the User Agency.

- (n) *Services*. Collectively, the duties, responsibilities and tasks that are necessary in order for the Architect/Engineer to provide the Scope of Services required by the Commission under this Agreement.
- (o) *Subconsultant or Subcontractor*. Any person or entity hired or engaged by the Architect/Engineer to provide any part of the Services required under the terms of this Agreement.
- (p) *Task Order*. A document issued by the Commission to the Architect/Engineer pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Architect/Engineer, together with any applicable exhibits or schedules, a timetable for any Deliverables and the fees attributable to the Services and/or Deliverables described in the Task Order.
- (q) *User Agency*. The governmental agency or agencies identified in the "Recitals" that requested the Commission to undertake the construction, improvement and/or renovation 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/Engineer acknowledges that Architect/Engineer 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") is included as Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services, as the same may be revised from time to time.

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

**Section 3.03 PBC Errors & Omissions (E & O) Committee Manual**. The PBC E & O Manual will be amended from time to time. Any updates or revisions will be provided to the Architect/Engineer, and the Architect/Engineer will be bound by the PBC E & O Manual in effect as of the Completion Date of the Services.

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

**Section 4.01 Engagement**. The Commission engages the Architect/Engineer, and the Architect/Engineer 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/Engineer must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Architect/Engineer that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in Schedule D. Upon the Architect/Engineer's receipt of such notice, Architect/Engineer must immediately suspend the Key Person or Key Persons from performing Services under this Agreement and must replace him or her with a person possessing comparable professional credentials and experience. Such replacements are subject to prior written approval by the Commission.

**Section 4.03**    Adequate Staffing.    The Architect/Engineer must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed and qualified to perform the Services. The Architect/Engineer must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule D. The level of staffing may be revised from time to time by notice in writing from Architect/Engineer to the Commission and with prior written consent of the Commission. In the event that the Architect/Engineer fails to adequately staff the Project or timely perform its obligations under this Agreement, and the Contractor files a claim for delay damages as a result of such failures, the Architect/Engineer will be liable to the Commission and the User Agency for any delay damages caused by the Architect/Engineer's failure to comply with the requirements of this Agreement.

**Section 4.04**    Nondiscrimination.    In performing under this Agreement the Architect/Engineer 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/Engineer certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Architect/Engineer 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/Engineer, 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/Engineer 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/Engineer 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/Engineer, out of payments due to the Architect/Engineer, 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/Engineer 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/Engineer will use every reasonable effort to utilize minority business enterprises and women business enterprises for not less than 30% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, and the Amended Resolution passed on June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

**Section 4.07**    Records.    The Architect/Engineer must maintain accurate and complete records of expenditures, costs and time incurred by the Architect/Engineer and by any Subcontractor or Subconsultant engaged by the Architect/Engineer in connection with the Project, and the Services. Such records must be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Architect/Engineer's offices upon reasonable notice during normal business hours. The Architect/Engineer must retain all such records for a period of not less than five (5) calendar years after the termination or expiration of the Agreement. However, if there is a disagreement over fees or a dispute between the Commission and the Architect/Engineer, or if a claim or dispute pertaining to the Project is filed by the Contractor, then Architect/Engineer must



retain all such records for five (5) calendar years from the date of the claim or dispute, 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/Engineer must comply with all applicable federal, state and local laws, rules, and regulations. The Architect/Engineer and its Subcontractors and Subconsultants, including the respective officers, directors, agents, partners and employees of such entities, shall cooperate with the Inspector General of the Public Building Commission and the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.

The Architect/Engineer has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [http://www.pbcchicago.com/pdf/RES\\_PBC\\_ECR\\_CodeofEthicsAmendOct32011\\_20110920.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ECR_CodeofEthicsAmendOct32011_20110920.pdf), [UPDATE IF NECESSARY] and is incorporated into this Agreement by reference.

**Section 4.09** Defects in Project. The Architect/Engineer must notify the Commission immediately if the Architect/Engineer 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 but not limited to construction defects, cost overruns or scheduling delays.

**Section 4.10** Performance Standard.

- (a) The Architect/Engineer represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Architect/Engineer will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Architect/Engineer to adequately and timely perform the Services and provide the Deliverables in the manner required by the Agreement. Failure by the Architect/Engineer to adequately perform its obligations under this Agreement will be deemed an Event of Default subject to Article X of this Agreement.
- (b) The Architect/Engineer 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/Engineer must maintain current copies of any such licenses and, upon request, provide such copies to the Commission. The Architect/Engineer will remain responsible for the professional and technical accuracy of all Services furnished, whether by the Architect/Engineer or Subcontractors or Subconsultants 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) Intentionally Deleted [Same as 4.13].
- (d) If the Architect/Engineer fails to comply with the obligations under the standards of the Agreement and any applicable Task Order, the Architect/Engineer must perform again, at its own expense and at the direction of the Commission, all Services required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any of the Services or Deliverables by the Commission does not relieve the Architect/Engineer 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/Engineer either under the Agreement, at law or in 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/Engineer represent the Architect/Engineer's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect/Engineer nor the Commission has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

**Section 4.11** Errors and Omissions. As directed by the Commission's Authorized Representative, the Architect/Engineer will, without additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify errors, omissions or ambiguities. The Commission's Errors and Omissions ("E & O") Committee will review the Project for alleged errors and omissions by the Architect/Engineer. The E & O 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/Engineer, allow the Architect/Engineer to respond in writing, and meet with the Architect/Engineer to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Architect/Engineer will attend such meetings and comply with the procedures specified in the E & O Manual without additional compensation. Upon notice or discovery, and as directed by the Authorized Commission Representative, the Architect/Engineer will perform, without additional compensation, the professional services required in order to issue change orders to the contract documents that will correct or clarify errors, omissions, or ambiguities. The Commission reserves the right to recover, from the Architect/Engineer, all costs, fees and damages incurred by the Commission or the User Agency resulting from errors or omissions in the construction documents prepared by the Architect/Engineer. The Architect/Engineer acknowledges that all recovery may be reserved by the Commission until the E & O Committee has completed its review of the Project and completion of the Services to be performed and Deliverables to be provided by the Architect/Engineer.

The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect/Engineer's failure to adequately and timely perform the Services or provide the Deliverables, design errors or omissions and failure to adhere to terms of this Agreement.

If the Commission and the Architect/Engineer disagree with regard to the Architect/Engineer's fault or as to whether the Architect/Engineer is entitled to Additional Services for the Services and/or Deliverables required by the Commission, then the Architect/Engineer may assert a dispute pursuant to Article XI of this Agreement. However, the Architect/Engineer must continue to perform Services and provide Deliverables as directed by the Commission during the pendency of any such dispute.

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

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

**Section 4.14** Task Orders.

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

- (e) **No Obligation.** Architect/Engineer acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Architect/Engineer in any solicitation for Task Order Proposals.

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

## **Article V. TERM**

**Section 5.01** Duration. The term of this Agreement begins on the Effective Date above, and, subject to the provisions in this section, continues through the Commission's final acceptance of any outstanding Project Deliverables.

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

**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/Engineer hereunder with respect to all or any part of the Services, by written notice (the "Suspension Notice") given to the Architect/Engineer at least five (5) days before the effective date of suspension (the "Suspension Date"). Upon receipt of the Suspension Notice the Architect/Engineer must wind down its Services. So long as the Architect/Engineer is not in default under this Agreement at the time of the Suspension Notice, the Commission will pay the Architect/Engineer, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Architect/Engineer for periods up to the Suspension Date.

- (a) During the period the Architect/Engineer's performance is suspended, the Architect/Engineer is not entitled to incur fees or bill the Commission, except for Architect/Engineer's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Architect/Engineer's invoices or claims). The Architect/Engineer may bill such time spent during a suspension only if the Architect/Engineer's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule B. Participation in meetings at the request of the Commission is not considered to be resumption of the Architect/Engineer's Services or a withdrawal or waiver of the Suspension Notice.
- (b) If the Architect/Engineer is required to resume its Services under this Agreement, the Commission shall issue a written notice ("Revocation of Suspension") granting Architect/Engineer a reasonable period not to exceed ten (10) days to remobilize itself. The Architect/Engineer may bill for reasonable time spent on remobilization so long as the Commission's Suspension Notice was not issued for cause attributable to the Architect/Engineer. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule B. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance herein and any applicable Task Order, establishing a revised Completion Date of Services. The Architect/Engineer will re-commence its Services as of the date of the Revocation of Suspension, 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/Engineer from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Architect/Engineer on or before the Termination Date or Suspension Date. In no event will the



Commission be liable to the Architect/Engineer for any loss, costs or damages, including lost profits, which the Architect/Engineer or its Subcontractors or Subconsultants or any other party may sustain by reason of the termination or suspension of this Agreement.

**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/Engineer under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Architect/Engineer is not in default of any obligation of the Architect/Engineer under the Agreement, the Commission will pay to the Architect/Engineer, according to the terms of the Agreement, all compensation and reimbursements due to the Architect/Engineer 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/ENGINEER**

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

**Section 6.02** Maximum Compensation. Architect/Engineer's maximum compensation under this Agreement shall be Five Million Dollars (\$5,000,000). The Architect/Engineer's compensation under this Agreement shall be established by duly authorized Task Order(s).

**Section 6.03** Delays. The Architect/Engineer agrees that no charges for damages or claims for damages shall be asserted by it or its Subcontractors or Subconsultants against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to perform the Services and/or provide the Deliverables for such reasonable period as may be mutually agreed upon between the Commission and the Architect/Engineer, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services and/or the Deliverables or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

#### **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/Engineer, 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/Engineer 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/Engineer and render decisions pertaining to them with reasonable promptness.
- (c) **Site Data**. To the extent the Commission determines to be necessary for the Architect/Engineer to perform the Services, the Commission may furnish, or may authorize the Architect/Engineer to obtain from a company or companies approved by the Commission, the following items as Reimbursable Expenses:
  - (i) A certified survey of the site or sites impacted by the Project 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 commitment.
  - (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.

- (d) Tests and Reports. To the extent required for the Architect/Engineer 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/Engineer to procure such tests and reports from a consultant or consultants approved in writing by the Commission as Reimbursable Expenses and submit invoices to the Commission for payment as provided in Schedule B.

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

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

**Section 7.04** Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Architect/Engineer or its Subcontractors or Subconsultants pertaining to the Project and/or the Services will be the property of the Commission. Architect/Engineer shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request. The Architect/Engineer 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/Engineer 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/Engineer 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/Engineer 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/Engineer 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/Engineer 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/Engineer has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect/Engineer has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Architect/Engineer is not a party to any other agreement or subject to any other restrictions with respect to the Work.
- (d) In addition, the Architect/Engineer 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/Engineer will provide the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Architect/Engineer 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/Engineer is indemnified by the Commission for any damages resulting from any such future re-use or adaptation of the Work.

## **Article VIII. INDEMNIFICATION**

- (a) Professional Indemnity. The Architect/Engineer must indemnify, defend and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including reasonable fees and expenses of attorneys, court costs and experts' fees, that are claimed to be the result of Architect/Engineer's performance under this Agreement, are claimed to be the result of Architect/Engineer's negligent acts, are claimed to be the result of Architect/Engineer's errors and omissions and/or are claimed to be the result of Architect/Engineer's

misconduct in the performance under this Agreement or the performance of any Subcontractor or Subcontractor retained by the Architect/Engineer in connection with this Agreement.

- (b) General Indemnity. For all other claims, the Architect/Engineer must protect, indemnify, defend and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of or be based on any injury to persons or property that are claimed to be, the result of the Architect/Engineer's performance under this Agreement or any Subcontractor or Subconsultant retained by the Architect/Engineer in connection with this Agreement.
- (c) The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to reasonable legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Parties ), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. For claims subject to the general indemnity, the Architect/Engineer shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Architect/Engineer or its Subcontractors or Subconsultant even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. An Indemnified Party will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Architect/Engineer of its obligations hereunder.

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

#### **Article IX. INSURANCE MAINTAINED BY THE ARCHITECT/ENGINEER**

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

#### **Article X. DEFAULT**

**Section 10.01 Events of Default.** Each of the following occurrences constitutes an Event of Default by the Architect/Engineer under the Agreement for which Architect/Engineer shall have ten (10) days to cure following issuance of written notice of default by the Commission ("Notice of Default"):

- (a) Failure or refusal on the part of the Architect/Engineer to duly observe or perform any obligation or agreement on the part of the Architect/Engineer contained in the Agreement or any Task Order, in a timely manner and with such professional skill and diligence as necessary to ensure the orderly progress of the Project, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10)-day period) after the date on which written notice of it has been given to the Architect/Engineer by the Commission;
- (b) Failure or refusal on the part of the Architect/Engineer or its Subcontractors or Subconsultants to perform the Services in a timely manner and with a degree of skill consistent with the Performance Standard as set forth in Section 4.10 of this Agreement;
- (c) Any negligent or intentional misrepresentation made by the Architect/Engineer relative to the ability to perform the Services or provide the Deliverables required by this Agreement;
- (d) Any negligent or intentional representation or warranty of the Architect/Engineer set forth in this Agreement or otherwise delivered pursuant to the Agreement was false in any material respect when so made or furnished;

- (e) The Architect/Engineer 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;
- (f) Any proceeding is commenced against the Architect/Engineer seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within (sixty) 60 days following commencement of the proceeding, or appointment of, without the Architect/Engineer's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Architect/Engineer's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within (sixty) 60 days of the appointment.
- (g) The Architect/Engineer's material failure to perform any of its obligations under the Agreement, including but not limited to any of the following:
  - (i) Failure due to a reason or circumstance within the Architect/Engineer's reasonable control to perform the Services with sufficient and adequately skilled personnel, and equipment or with sufficient material to ensure the performance of the Services according to this Agreement;
  - (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory in accordance with this Agreement;
  - (iv) Discontinuance of the Services for reasons within the Architect/Engineer's reasonable control; or
  - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
- (h) Any change in ownership or control of the Architect/Engineer without prior written approval of the Executive Director, which approval the Executive Director will not unreasonably withhold.
- (i) The Architect/Engineer's default under any other agreement it presently may have or may enter into with the Commission, the User Agency or any other governmental agency. Architect/Engineer acknowledges that in the event of a default under any such Agreement the Commission may also declare a default under this Agreement.

**Section 10.02** If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Architect/Engineer, in which event the Commission has no further obligations hereunder or liability to the Architect/Engineer 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/Engineer 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. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Architect/Engineer's failure to perform services in a timely manner, design errors or omissions, or failure to adhere to the terms of this Agreement.

**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 by the Architect/Engineer ("Claim") 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 entitlement for additional compensation for Services performed or Deliverables provided by the Architect/Engineer, its Subcontractors or Subconsultants, and all claims for alleged breach of contract must first be presented by the Architect/Engineer to the Authorized Commission Representative for resolution. In the event the Architect/Engineer and the Authorized Commission Representative cannot resolve the Architect/Engineer's Claim, the Architect/Engineer must file a written dispute ("Dispute") to the Executive Director for final determination, subject to Section 11.04 below.

**Section 11.02 Claim Procedure.** The Architect/Engineer must make all requests for determination of Claims in writing, specifically referencing this Section, and include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Architect/Engineer; 3) the facts underlying the Claim; 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 of the Claim; and 6) all documentation which describes and relates to the Claim. The Authorized Commission Representative will have thirty (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 sixty (60) days of receipt of the Claim instructing the Architect/Engineer that any dispute ("Dispute") must be filed with the Executive Director within thirty (30) days from the date of the ruling. If the Architect/Engineer fails to file a Dispute within thirty (30) days following the ruling by the Authorized Commission Representative, the Architect/Engineer will be deemed to have accepted the ruling and waived its right to challenge it.

**Section 11.03 Dispute Procedure.** In the event that the Authorized Commission Representative and Architect/Engineer can not resolve the Claim, the Architect/Engineer may file a written Dispute with the Executive Director for final determination. The Dispute submission must contain the information required in Section 11.02 above and a copy provided 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 determination ("Final Determination") will be rendered in writing no more than forty-five (45) business days after the response by the Commission Representative was filed or was due, unless the Executive Director notifies the Architect/Engineer and the Authorized Commission Representative that additional time for the Final Determination is necessary. The Architect/Engineer must follow the procedures set out in this Section to receive the Executive Director's Final Determination. In the event the Architect/Engineer disagrees with the Executive Director's Final Determination, the Architect/Engineer 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/Engineer. However, the Architect/Engineer must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Architect/Engineer shall not withhold performance of any Services required by the Commission under this Agreement or any Task Order during the Dispute resolution period.

**Section 11.05 Architect/Engineer Self-Help Prohibited.** The Architect/Engineer must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, refusing to timely to make recommendations on general contractor claims, or refusing to promptly issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the Contractor, or its subcontractors, or the Project Schedule. Doing so to gain potential leverage in negotiating or settling the Architect/Engineer's Claim and/or Dispute against the Commission or User Agency will constitute bad faith on the Architect/Engineer's part and shall be deemed a failure to perform and a Default under this Agreement. This provision shall not be interpreted as prohibiting the Architect/Engineer from exercising its professional judgment and skills in carrying out its duties and responsibilities under the Agreement.

## Article XII. CONFIDENTIALITY

All of the Deliverables, including but not limited to reports, information, or data prepared or assembled by the Architect/Engineer under the Agreement are confidential, and except as may be necessary to perform the Services, the Architect/Engineer must not make any Deliverables, including but not limited to reports, information or data available to any party without the prior written approval of the Commission. In addition, the Architect/Engineer 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/Engineer is served with a subpoena requiring the production of documents or information

which is deemed confidential, the Architect/Engineer will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.

#### **Article XIII. ASSIGNMENT**

The Architect/Engineer acknowledges that the Commission is induced to enter into this Agreement by the professional qualifications of the principals, staff and employees of the Architect/Engineer and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Architect/Engineer, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Architect/Engineer 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 fifty percent (50%) of the equity ownership of the Architect/Engineer during any 12-month period. In the event of an assignment by the Architect/Engineer 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/Engineer further acknowledges that the Architect/Engineer represented to the Commission the availability of certain members of the Architect/Engineer's staff who will be assigned to the Project; therefore, in the event of the unavailability of such members for any reason, the Architect/Engineer must so notify the Commission in writing, and must assign other qualified members of the Architect/Engineer's staff, as approved by the Commission, to the Project.

#### **Article XIV. RELATIONSHIP OF PARTIES**

Under the Agreement, the relationship of the Architect/Engineer to the Commission is that of an independent contractor, and the Architect/Engineer 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/Engineer's Authority.** The Architect/Engineer represents that its execution of the Agreement is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Architect/Engineer have been made with complete and full authority to commit the Architect/Engineer 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 together with any Task Orders constitute 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/Engineer at their respective addresses set forth above, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Architect/Engineer 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 Board member, employee, agent, officer, or official of the Commission or the User Agency is personally liable to Architect/Engineer or its Subcontractors and Subconsultants, and Architect/Engineer and its

Subcontractors and Subconsultants are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to Architect/Engineer or its Subcontractors or Subconsultants 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/Engineer to provide services under this Agreement unless sufficient funds are appropriated to pay for the Services.

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

#### **Article XVI. EXISTING CONTRACT DOCUMENTS**

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

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

- Schedule A Scope of Services
- Schedule B Compensation of the Architect/Engineer
- Schedule C Insurance Requirements
- Schedule D Key Personnel
- Attachment A Disclosure Affidavit
- Attachment B Legal Actions
- Attachment C Disclosure of Retained Parties
- Attachment D Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services

## **SCHEDULE A ARCHITECT/ENGINEER OF RECORD SCOPE OF SERVICES**

The below serves as the Scope of Services the consultant may be required to provide the Commission. Additional or other services may be requested and/or required and may be specified in a Task Order issued by the Commission. Please also note that the Commission undertakes various projects on behalf of various User Agencies. Some projects may be funded by specific grants. In such instances, the Architect/Engineer will be required to provide documentation and services in accordance with each specific grant, at the direction of the Commission. Examples of such grants include, but are not limited to: IDNR and PARC. Architect/Engineer may also be required to provide specific services related to historic sites or those sites requiring specific preservationist services. Also, any references to LEED will not apply to any Project(s) not seeking LEED accreditation.

Architect/Engineer Services may include but are not limited to a range of pre-development and selected design-phase services for educational, municipal, and infrastructure projects ("Projects") for a variety of project types including new construction, additions, renovations, technology, infrastructure, site development projects, and others. Services may extend through all phases to post construction to ensure compilation of lessons learned to benefit future projects.

Architect/Engineer may be tasked with performing or assisting in unique efforts which may include energy efficiency initiatives, capital plans, master planning studies, facility condition assessments, planning studies, and pilot municipal research and demonstration projects. Further, the Architect/Engineer may be tasked with providing specific technical studies in support of building-specific or broader planning initiatives.

The Architect/Engineer may be required to perform and assist with tasks identified below, to assist the PBC in developing, from concept through implementation, a strategic assessment of existing conditions and project feasibility as well as the scope and design parameters for new projects. For any project the PBC is initiating, the Architect/Engineer may be asked to be engaged in full Pre-Planning and/or Planning Phase activities or may be asked to complete partial tasks, as the project requires:

### **I. Part I – Planning and Predevelopment**

#### **A. Property and Building Assessment Services**

Assess existing properties, on an individual or portfolio-wide basis, and document their condition in a format and using tools which meet PBC and client approval. Make recommendation for action based on assessment.

##### **1. Perform Facility Assessments**

- a. Review work performed to date provided by PBC and/or the user agency including, but not limited to: existing facility documentation, FACTS data, historical utility use data, survey, and available utility information.
- b. Review Architectural and MEP/FP, including BAS (controls) condition assessments prepared by others. Author Requests for Clarification (RFC's) to obtain sufficient supplemental information to complete concept design, including but not limited to: previous capital improvement documentation and information, and historic utility use data.
- c. Alternatively, perform independent Architectural and MEP/FP / BAS assessments with thorough information to develop scope of work for capital improvement. Utilize technical consultants where in-house expertise is not demonstrated and documented in Architect/Engineer qualifications, or when directed by PBC.
- d. Visit the site to affirm the condition and general accuracy of the information provided by the User Agency, photo document and measure key areas, where required. Review the condition and location of proposed work, new construction, and/or connection point(s) for additions and renovations.
- e. For additions and renovations, perform additional MEP/FA assessment, including evaluating existing BAS system, as necessary to complete conceptual design and establish MEP/FP / BAS strategy.



- f. If required, perform additional Architectural assessments as necessary to ensure accomplishment of project scope, including but not limited to: exterior envelope, deficiencies in accessibility, historical preservation, environmental impact, and Architectural finishes, camera, MDF condition, and intercom / fire systems.
2. Review / evaluate technical reports / supporting information which may be provided by others, i.e.: PBC or Client Agency, which is to be used to guide scope of work and design decisions, including the following. If pertinent technical reports are required but not available, notify PBC (also, see E., Project Support)
  - a. Geotechnical Report.
  - b. Environmental Report.
  - c. Traffic Study Report.
  - d. Existing underground utilities or services provided within the site and public right of way.

#### **B. Prioritized Capital Program Development**

1. Develop scope, schedule and budget for individual or multiple projects and/or multiple-building program, to accomplish PBC and Client facility maintenance and capital improvement goals in prioritized or phased manner.
2. Review or develop, as directed by PBC, and consider in the program development, MEP/FP, controls, and Architectural / structural system assessments, both by others and by the Architect/Engineer.
3. Recommend priority of work and improvements for strategic undertaking of critical work. Break work into phases based on condition of existing facilities or systems, tiers of urgency, and budget, schedule and logistical constraints.
4. Provide funding research assistance including grant writing and associated technical documentation, as well as other funding pursuit tasks as needed.

#### **C. Project Scope, Schedule and Budget Development**

1. Planning (Program/ Test Fit/ Conceptual Design): The PBC will, at project outset, and depending upon project type, request the Architect/Engineer to initiate and undertake a number of tasks intended to develop and vet basic project requirements with respect to program, basic building layout, and site utilization and suitability. The goal is to produce a final scope, schedule, and budget that addresses PBC and Client Agency needs and goals, and can be carried further into design. To this end, the PBC may request the Architect/Engineer to complete any or all of the services below.
2. As part of this effort, the Architect/Engineer will be required to analyze and integrate information which PBC has gathered, including Environmental, Geotechnical, Survey, Traffic Study, Cost and Construction Management assessments as well as PBC and client goals with respect to sustainability. Where such information does not exist, the Architect/Engineer may be tasked with developing parameters and providing support to obtain the necessary information.
3. Tasks may include but are not limited to:
  - a. Confirm client agency-furnished program, or support client agency and PBC in developing and/or articulating program.
  - b. Assess one or more sites for suitability based on program and client agency goals and site characteristics, including environmental information.

- c. Develop test fit(s) which graphically represent the project program. Evaluate and recommend options and/or best conceptual approach of program for new building or addition, as required.
- d. Adapt client agency design standards or components of standards for inclusion in the development of a new building; recommend improvements or enhancements to standards to further client agency and PBC broader goals i.e.: in terms of sustainability, resource savings, and to bring standards up to date with respect to building code or current materials and technology offerings.
- e. Allocate reasonable mechanical, electrical and plumbing spaces in concept plan for further development by AOR/EOR.
- f. Attend walk-through with PBC specialty consultants on project site, as needed.
- g. Attend weekly meetings, prepare weekly meeting minutes and action items, and correspond as required with PBC staff and user agency to develop and present options, refine scope requirements, and document decisions.
- h. Issue Request for Clarifications (RFC's) utilizing PBC's document management and business process software, CW.
- i. Review code, zoning and sustainability implications of the conceptual design, in coordination with PBC Resources.
  - i. Perform a conceptual zoning and building code analysis and provide initial zoning information for review and to prepare a zoning analysis. Outline areas where zoning relief may be required to achieve program objectives. Attend zoning intake meeting and prepare exhibits for this meeting.
  - ii. Schedule and participate in a preliminary meeting with the Mayor's Office for People with Disabilities (MOPD) for ADA code compliance.
  - iii. Coordinate preliminary review of concept plans with PBC's code compliance resource. Implement necessary changes as required.
  - iv. Develop project-specific, checklists / matrices for code and zoning to be used and expanded upon by AOR/EOR after transfer.
  - v. Develop preliminary strategies to comply with Stormwater Ordinance and City of Chicago Sustainable Development Plan Matrix (vegetated roof or alternative), where applicable.
- j. Coordinate the test fit scope with the PBC Cost Estimator. Participate in phone calls and/or meetings to aid in preliminary pricing.
- k. Coordinate with PBC sustainability resource to identify sustainability goals, opportunities and implications, and consider test fits in context of these goals. Integrate opportunities into conceptual design, including green remediation opportunities. Implement necessary changes as required to optimize sustainability opportunities.
  - i. Architect/Engineer may be required to participate in and document an Integrated Design Charrette, to establish design priorities (i.e. aesthetics, innovative technologies, sustainable design, budget).
- l. Define extents of earthwork scope and demolition/renovation scope and coordinate with PBC environmental resource and consultants to facilitate appropriate amount of environmental assessment and environmental scope.

- m. Define extent of utility and public right-of-way scope, coordinate with PBC resource and implement scope and concept design changes as necessary.
- n. Include strategy for site development and remediation which addresses:
  - i. Environmental Analysis & Design (in consideration of PBC budget and sustainability goals, and ASTM Standard Guide for Greener Cleanups).
  - ii. Geotechnical Analysis & Design
  - iii. Regulatory Compliance & Oversight
  - iv. Site Remediation and Preparation Contracting & Oversight

#### **D. Project Feasibility Analysis**

Evaluate all information gathered during Planning Phase to assist PBC in assessing the feasibility of the project with respect to scope, schedule and budget, and other criteria for each project.

#### **E. Project Support**

Provide support to the PBC Resources in areas identified below. The Architect/Engineer is to coordinate with the PBC Resources throughout planning and design, and in closeout / lessons learned, and may be tasked with supporting or expanding these efforts with additional resources. Further, the Architect/Engineer may be asked to provide information or tools i.e.: exhibits or calculations to support specific efforts, or may be asked to drive specific efforts, i.e.: grant pursuit for specific projects.

- a. Traffic Studies
- b. Code Compliance & Permitting, including Stormwater
- c. Utility Relocation & Coordination
- d. Sustainable Design & Commissioning Management
- e. Environmental Remediation & Compliance Coordination
- f. Facility Licensing
- g. Survey
- h. Geotechnical
- i. Grants - Pursuit of Alternative Funding Streams.

#### **F. Conceptual Design Development**

1. Continue development of project scope, schedule and budget, and preliminary design, in alignment with “**C. Project Scope, Schedule and Budget Development**” above.
2. Develop a Concept Design and Site Utilization Plan for PBC and client agency review, and for further development and refinement by AOR/EOR.
3. Attend weekly meetings and correspond as required with PBC and client agency to develop the conceptual design.

4. Issue correspondence, meeting minutes, as required to properly document meetings and decisions.
5. Develop a conceptual design transfer package to AOR/EOR.

**G. Conceptual Site Utilization / Operations may include:**

1. Attend weekly meetings and correspond as required with PBC and user agency to develop a conceptual site utilization / operations strategy.
2. Develop a concept Site Utilization plan for PBC and user agency review, and for further development and refinement by AOR/EOR.

**H. Schematic and Design Development Services may include:**

In cases where Architect/Engineer services are required to go beyond conceptual design, provide complete or portions of professional schematic design, design development, and construction document services consistent with the PBC AOR/EOR Scope of Basic Services.

**I. Performance Criteria and Bridging Documents:**

Develop Documents, at the direction of PBC, which will be used to communicate project goals and information, developed and compiled during Planning and Predevelopment, to Design / Build or Architect/Engineer of Record teams for further project development.

1. Prepare Scope and Performance Criteria intended to define Existing Conditions, Project Goals, Scope and Performance requirements of the project as well as providing guidance for Architectural design. The Scope and Performance Criteria document will consist of Narratives, Programs, Drawings, Specifications, and Reports, etc. The Scope and Performance Criteria documents will be used by the PBC to:
  - a. Engage Design / Build firms to prepare Proposal Technical Documents for specific Design / Build projects.
  - b. Communicate project goals, information, and development to date to Architect/Engineer of Record (AOR/EOR) teams.
2. Develop, improve upon, or incorporate existing Design Guidelines, Building Program Standards, and Specifications. Consult with the PBC, the Client agency and others, as appropriate, for the development, preparation and approval of Scope and Performance Criteria
3. and consulting Commissioning Authority (CxA), and as directed by the Authorized PBC Representative on the development of a project-specific Owner's Project Requirement (OPR) document.
4. Develop or support the development of, as directed by PBC, an Owner's Project Requirements (OPR) document for the project, which articulates the Owner expectations and standards for performance of the finished building.
  - a. Consult with the PBC, the Client agency and others as appropriate, including the Commissioning Authority where possible, to develop the OPR.
  - b. Issue for review by the PBC and Client Agency(s).
  - c. The OPR may be an iteration of the Design Standards for the client agency and building type or it may be a separate document, based on project requirements and PBC direction.
5. Analyze the requirements of the Project against the site conditions, including but not limited to geotechnical and environmental conditions.

6. Consult and coordinate with PBC internal Resources for Code, Sustainability and Environmental, and with PBC Specialty Consultants including but not limited to:
  - a. Geotechnical Consultant
  - b. Environmental Consultant
  - c. Traffic Consultant
  - d. Surveyor
  - e. Commissioning Agent
7. Prepare documentation as requested by the Authorized PBC Representative which depicts building program, square footage, site development area, site development features and any amendments to the public right of way or any other jurisdictions for the purposes of assisting the PBC in defining the Project regulatory requirements.
8. Prepare and present Site Development Test Fits and 3 dimensional Conceptual Design options for review by the PBC and User Agency(s). Incorporate review comments and preparation of conceptual drawings, design studies, and preliminary estimate of probable cost (including materials) based upon the Scope and Performance Criteria.
9. Incorporate and coordinate PBC provided documentation into the Scope and Performance Criteria Deliverable including but not limited to:
  - a. Zoning Analysis
  - b. Civil Surveys
  - c. Geotechnical Surveys
  - d. Environmental Reports and Surveys
  - e. OUC Search Results
  - f. Project Construction General Requirements and Specifications
  - g. Sustainability goals
  - h. Stormwater management strategies

#### **J. Peer Review Services**

Review AOR/EOR progress drawings at SD, DD, 30% CD, 60% CD, and 90% CD milestone submissions or such milestones as are designated for each project. Prepare written review comments to facilitate: parity among the user agency projects, compliance with user agency standards, and compliance with PBC milestone design checklist(s). Provide feedback to PBC related to opinion of progress, areas for possible improvement, and lessons-learned.

#### **K. Construction Administration and Close-Out:**

Assist the PBC with professional construction administration and close-out services as required to assure compliance with conceptual design packages, and scope and performance criteria, and to contribute to lessons learned process to guides improvements to future projects and process.

Develop, and maintain for each project, a lesson learned process for each building type and client agency.

## **II. Part II – Design / Engineering for Site Preparation**

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

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

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

### **B. Construction Documents Phase**

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

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

### **C. Bidding and Contract Administration Phase**

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

1. Respond and document Requests for Information (RFI) submitted by the contractor and provide responses within a reasonable time.

2. Provide field observation of the construction as necessary each week to adequately monitor the progress and conformance of the permanent features of the Work to the requirements of the Contract Documents. The Architect/Engineer's on-site representative shall not be removed or replaced before Final Completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect/Engineer's on-site representative will be removed immediately upon the written request of the Authorized Commission Representative.
3. Attend and participate in regularly scheduled:
  - a) Weekly Project meetings.
  - b) Monthly pay application meetings for approval of contractor pay requests.
4. During Site Preparation Construction administer the Project's LEED compliance and submittal program as necessary to insure that LEED / sustainability requirements have been achieved and are documented to support Vertical Construction goals.

#### **D. Closeout Phase**

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

## **II. Part III – Design / Engineering for Building Construction and Site Development**

### **A. Building Assessment and Concept Review**

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

1. Procure and manage a professional, licensed Land Surveyor. Assemble and review all boundary survey documentation as necessary to define the scope of work.

2. Procure and manage a licensed Environmental Soils Management and licensed Environmental Renovation /Demolition Consultant(s). Assemble and manage a comprehensive environmental assessment limited to the extent necessary to define and design the scope of work.
3. Site visits and review of as-built drawings.
4. Detailed review of conceptual estimate.
5. Detailed review of concept design and its compatibility with the existing conditions.
6. Building assessments including, but not limited to Architectural, landscape, structural, mechanical, electrical, plumbing, life safety and civil disciplines.
  - a) Comprehensive exterior envelope assessment limited to extent necessary to define and design exterior envelope scope of work at the location of the Project and tandem with interior renovations.
  - b) Comprehensive interior conditions assessment limited to the extent necessary to define interior scope of work for interior renovations and interior renovations associated with building systems tie-ins. Comprehensive building systems assessment necessary to define MEP renovations/upgrades, and scope of work in tandem with the Project.
  - c) Comprehensive assessment of all roof drains and sanitary waste lines to the extent necessary to define and design the interior and exterior renovations/upgrades and scope of work related to the existing plumbing systems. Assessment should include, at minimum, rodding with the possibility of televising.
7. Meeting with User Agency representatives.
8. Meetings with City Agencies as necessary, including but not limited to Bureau of Fire Prevention, MOPD, Department of Water Management, Chicago Department of Transportations, Landmarks, DPD and others including but not limited to the purpose of identifying key conceptual design elements and design strategies.

## **B. Schematic Design Phase**

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. Architect/Engineer will prepare narratives, plans, elevations and other drawings and outline specifications necessary to illustrate the scope, phasing, and character of the Project in its essentials including kinds of materials, type of structure, mechanical and electrical systems and such other work as may be required.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. Review the Schematic Design Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Schematic Design Documents as required to align with the Estimate of Probable Construction Costs with the Construction Budget for the Project.



6. Facilitate and document a sustainable design charrette and follow up sessions with all sub consultants and such other participants as directed by the Authorized Commission Representative. The purpose of the charrette is to confirm that the Project's target sustainability or LEED Certification rating to be determined is achievable and to develop the appropriate design strategies, for all project phases, to ensure that this rating can be achieved or to make alternative plans if it is determined that the desired rating is not feasible.
7. If the project is determined to seek LEED certification, register the project as a LEED project under the current version of LEED with the Green Building Certification Institute (GBCI).
8. Prepare documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
9. Prepare documents necessary to illustrate any required amendments to the public right of way.
10. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, and Office of Emergency Management and Communications.
11. Conduct and prepare a code analysis package, including, but not limited to, the following components:
  - a) Occupancy classification
  - b) Construction type
  - c) Occupant load by area and floor
  - d) Travel distances
  - e) Accessibility
  - f) Exit types, units and widths
  - g) Plumbing fixture counts
  - h) Loading berths and parking requirements
  - i) Fire resistance requirements

### **C. Design Development Phase**

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

1. Consultation with the Commission, the User Agency and others, as appropriate, regarding the goals and requirements of the Project, including the total Project Construction Budget (comprised of the construction budgets for both Site Preparation and Building Construction/Renovation scope of work).
2. Analysis of the requirements of the Project, including confirmation and development of the established Concept Design, the conditions of the site and the survey, and consultation with the Commission to establish the final design scope, Project Schedule and Construction Budget of the Project.
3. Architect/Engineer will collaborate in analysis and will prepare conceptual documentation such as narratives, drawings and specification detail necessary to illustrate alternative design development strategies under consideration by the Commission, and the Using Agency. These alternative strategies will be forward progression analysis of key decisions made in concept design and may include but are not limited to: alternative structural detailing; alternative design applications of base line building systems, sustainable systems and storm water management systems; materials; equipment; and constructability considerations.
4. Preparation and presentation of documents necessary for User Agency departmental approvals.
5. Preparation of documents necessary for the Planned Development process or the process required to achieve a Planned Development Waiver as well as participation in any required meetings to facilitate the rezoning of the Project site.
6. Preparation of documents necessary to illustrate any required amendments to the public right of way.

7. Conduct and document preliminary reviews with required regulatory agencies, including, but not limited to, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Department of Water Management, and Office of Emergency Management and Communications.
8. Conduct and prepare a code analysis package, including, but not limited to, the following components:
  - a) Occupancy classification
  - b) Construction type
  - c) Occupant load by area and floor
  - d) Travel distances
  - e) Accessibility
  - f) Exit types, units and widths
  - g) Plumbing fixture counts
  - h) Loading berths and parking requirements
  - i) Fire resistance requirements
9. A log of material deviations from the Concept Design must be demonstrated in a final Design Development Package by the Architect/Engineer and approved, in writing, by the Authorized Commission Representative.
10. Using a complete set of Design Development Documents, reflecting all improvements described for the Project, in the development of the Estimate of Probable Construction Cost.
11. Provide a Sustainable Design / LEED update, with a detailed narrative correlating goals and strategies established in the sustainability charrette with strategies currently included in the project. Review all VE options with respect to their impact on sustainability goals.
12. Review the Design Development Documents along with value engineering items, with the Authorized Commission Representative and incorporate modifications and revisions into the Design Development Documents as required aligning with the Estimate of Probable Construction Costs with the Construction Budget for the Project.
13. Prepare a Design Development phase presentation to the Commission. Presentation to be made as directed in writing by the Authorized Commission Representative. Presentation shall include a colored Site Development Plan, Colored Floor Plans, Colored Elevations and a minimum of two Perspective Renderings.
14. Immediately upon the Authorized Commission Representative's review, written responses to review and written approval of the deliverables of the Design Development phase, begin the next phase on the updated and approved schedule.
15. Post all Design Documents of this subsection into the System, as defined.

#### **D. Construction Documents Phase**

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

1. Consistent with the approved Design Development Documents, Architect/Engineer will prepare all Construction Documents as necessary to obtain bids for the construction of the project. Milestone reviews will be performed at 60%, and 90% on the dates listed in Project Schedule, including Architectural and engineering working drawings, designs, plans, calculations and specifications setting forth in detail construction industry standard elements required for the Architectural, structural, civil, mechanical, electrical, plumbing, heating, ventilation, air conditioning, fire protection, service-connected equipment, site work, and sustainability strategies and requirements. At the completion of every milestone, provide the Commission with editable electronic drawing files in the most current version of AutoCAD as well as multiple hard copies at the direction of the Authorized Commission Representative.
2. At a minimum, the Architect/Engineer 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/Engineer will propose for the Commission's concurrence, the locations where these coordination details will be prepared. These details will typically be prepared for the following areas:

- a) Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the existing or designed ceiling height and the bottom of any new or existing structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
  - b) Slabs where services would logically be installed within the slab on grade or on deck. The Architect/Engineer will confirm that these services can fit within the slab cross section without compromising the structural integrity of existing or new slabs. Any limitations on embedded services will be noted on the construction documents.
  - c) Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect/Engineer will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
  - d) Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed and existing spaces and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
  - e) Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
3. The Architect/Engineer will prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
  4. The Architect/Engineer will prepare documents that confirm that water supply, drainage, condensate lines, and vents for each required device, fixture, and piece of equipment are included in the design.
  5. The Architect/Engineer will be responsible for the overall coordination review. As each coordination document is completed, the Architect/Engineer will review and resolve significant conflicts. The Architect/Engineer must resolve all known conflicts prior to issuing the bid documents. Any items where the Architect/Engineer recommends leaving coordination to the construction contractor must be specifically reviewed by the Architect/Engineer with the Commission's design review team.
  6. Prepare an Inspection and Testing Plan as part of the construction documents. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate will be identified by specification section number. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project, and provide a sample Inspection and Testing Plan for use of the Architect/Engineer. The Inspection and Testing Plan must provide for:
    - a) Verification of responsibilities for providing inspections, tests and certificates.
    - b) Scope of services for the testing and inspection services.
    - c) A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
  7. The Architect/Engineer shall coordinate their scope with the Environmental Soils Management and Environmental Renovation /Demolition Consultant(s) in the development of the environmental bid documents and specifications. Scope coordination shall include but not be limited to the Architectural, demolition, plumbing, mechanical, electrical sub-consultants. The environmental documents prepared under the supervision of the Architect/Engineer's environmental consultants for the proper management of environmental soils, Asbestos Containing Material (ACM) Lead Based Paint (LBP) abatement/mitigation, and management/disposal of Hazardous Materials and Universal

Waste shall be included as part of the construction document milestone submittals and bidding documents.

8. Conduct and prepare a code analysis package, including, but not limited to, the following components:
  - a) Occupancy classification
  - b) Construction type
  - c) Occupant load by area and floor
  - d) Travel distances
  - e) Accessibility
  - f) Exit types, units and widths
  - g) Plumbing fixture counts
  - h) Loading berths and parking requirements
  - i) Fire resistance requirements
9. Prepare 60%, and 90% Construction Documents including modifications and revisions as approved by written direction of the Authorized Commission Representative. Construction Document Deliverables for each milestone 60% and 90% include:
  - a) Certification of Compliance with Commission's Design Checklist
  - b) Design Guidelines and Standards Deviation Log
  - c) Request for Clarification (RFC) Log
  - d) Request for Design Change (RFDC) Log
  - e) Issue updated Submittal and Closeout Matrix
    - (1) The Submittal Matrix shall be a list of submittals required during the Construction Phase of the project.
    - (2) The Closeout Matrix shall be a list of submittals required once Construction is complete and prior to Final Acceptance.
  - f) Site Preparation Construction Documents (including specifications)
  - g) Building Construction Documents (including specifications)
  - h) Sustainable Design Goals and LEED documentation, to include a matrix with detailed narrative describing project- specific strategies integrated into the design to achieve sustainability goals and/or LEED credits that were targeted in the sustainability charrette, as shown in the Commission's Design Management Manual:
  - i) Sustainable Design submittal package for Commissioning Authority Review. Documentation shall include all systems and equipment to be commissioned as part of the project. Energy Simulation Modeling using modeling software acceptable to LEED and for building code. This may include DOE2 based Energy Modeling Software. Use energy model as a design tool and provide model results to demonstrate achievability of energy efficiency goals. Model the energy use of the building and provide both a hard copy and electronic version on a compact disk of the input and the output. The information provided regarding the input and output will become the property of the Commission. An updated model must be provided with each project milestone. Updated Storm water Analysis and Management Proposal.
  - j) Compilation of issued meeting minutes
  - k) Issuance of updated zoning analysis package and required rezoning documentation as required
  - l) Issuance of updated code analysis package
  - m) Issuance of updated MEP coordination documentation
  - n) Issuance of and coordination with Site Environmental and Environmental Demolition and Renovation drawings prepared by the Commissions Consultant
  - o) Issuance of milestone packages for review
10. Using a complete set of 60% and 90% Construction Documents, reflecting all improvements described for the Project, assist the Commission's independent cost consultant in the development of the Estimate of Probable Construction Cost and review for scope clarification and confirmation.
11. At the completion each Construction Document phase 60% and 90%, prepare a written and oral report of the Construction Document phase for presentation to the User Agency. Presentation to be made as directed in writing by the Authorized Commission Representative. Subject to the prior written direction of the Authorized Commission Representative, incorporate User Agency comments into the subsequent phase of the Construction Documents.

12. Issue hard copies of the 60% and 90% Construction Document Drawings, Outline Specifications, and Narratives to various stakeholders designated by the Authorized Commission Representative for the Construction Document Milestone Reviews. Upon receipt of the review comments, the Architect/Engineer will be required to respond in writing on the review form furnished by the Authorized Commission Representative.
13. Review the 60% and 90% Construction Documents along with value engineering items, with the Authorized Commission Representative. Incorporate modifications and revisions into the Issue for Bid Documents as required aligning with the Estimate of Probable Construction Costs with the Construction Budget for the Project.
14. Immediately upon the Commission's review and written approval of the deliverables of each Construction Documents phase 60% and 90%, begin the next phase on the updated and approved schedule.
15. Prior to submission of 90% Construction Documents to the Commission, Architect/Engineer shall prepare coordination documents to confirm that the various elements of the Architect/Engineer'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/Engineer 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/Engineer shall overlay plans of each design discipline and verify space requirements and conflicts between trades and/or disciplines. Architect/Engineer 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/Engineer must prepare multi layered, color-coded CAD drawings to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the Commission's design review team. The Architect/Engineer will provide reproducible and CAD drawing files of these documents to the Commission.
16. At the completion of 90% Construction Documents, the Architect/Engineer shall submit the project for permit.
  - a) Permit Submittal Phase: The Architect/Engineer shall enter the project into the City of Chicago E-Plan permit system, obtain an application number, administer and obtain all required documentation, and upload all required permit documents into the E-Plan Project Docs system for preliminary review. The Architect/Engineer shall complete all permit submittal phase tasks on a timeline to facilitate Preliminary Approval from Department of Buildings Project Manager in accordance with the approved Commission schedule. For green permit submissions, the permit package shall include:
    - (1) LEED registration information.
    - (2) Sustainable Design Goals and LEED documentation, including a detailed narrative describing project-specific strategies to achieve each credit.
    - (3) Current 90% Construction Drawings and Specifications
    - (4) Energy Simulation Modeling.
  - b) Permit Review Phase: Architect/Engineer shall monitor the progress of permit reviews and report on a weekly basis the status of reviews to the Authorized Commission Representative. At the conclusion of the first round of all reviews, the Architect/Engineer shall respond to all permit comments and upload all required permit document corrections into the E-Plan Project Docs system for second review within a reasonable time (not to exceed 15 days) or in accordance with the Commission's approved schedule. The Architect/Engineer shall complete all permit review activities on a timeline to facilitate permit approval in accordance with the Commission's approved schedule.
  - c) Permit Initiation Phase: Upon receipt of all Contractor permit documentation, upload all documents into the E-Plan Project Docs system for permit issuance.

17. If requested, attend the Commission's internal Bid Package Review Conference where the Commission will verify that the construction documents, including the coordination documents, prepared by the Architect/Engineer are ready to issue for bids.
18. Commission's Performance Evaluation of Construction Documents: The Commission will review the Architect/Engineer's performance in providing Construction Documents after the project has been bid. If requested by the Commission the Architect/Engineer will be required to attend a meeting to discuss its performance review.
19. Provide 100% Construction Documents inclusive of any/all scope, program, and/or other relevant changes occurring after the 90% Construction Documents were submitted.
20. Provide a list of required submittals and a schedule for submission with the 100% Construction Documents.
21. Provide an ITL Testing Plan.

#### **E. Bidding Phase**

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

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

#### **F. Construction Administration**

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

1. Attend and participate in regularly scheduled:
  - a) Weekly Project meetings
  - b) Pre-installation meetings
  - c) Environmental Project meetings
  - d) Utility Coordination Project meetings
  - e) Monthly pay applications meetings for approval of contractor pay requests.
2. Provide field observation of the construction each week of construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents. Immediately review with the Authorized Commission Representative and the Contractor any items of non-conformance observed

in the field. Furnish a field observation report documenting observations, items of non-conformance and field discussions within two (2) days of the site visit. The Architect/Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect/Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.

3. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
4. Unless the Commission specifies, in writing, a shorter or longer time period, within 5 business days following receipt the Architect/Engineer must comment upon and submit to the Authorized Commission Representative Architect/Engineer'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/Engineer's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines and the Contractor's accuracy and completeness of submittals. Any time limits for the Architect/Engineer's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect/Engineer's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect/Engineer in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect/Engineer to review and analyze a requested product or material substitution, the Architect/Engineer shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
5. Provide and distribute Construction Documents and explanatory sketches as required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
6. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
7. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by unforeseen conditions in the field, and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
8. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
9. Identify instances of non-conformance of the Work, document such instances in a manner acceptable to the Authorized Commission Representative, and assist the Authorized Commission Representative in providing notice to contractors of such instances of non-conformance as necessary.
10. Issue clarifications for proper execution of the Work required by the Contract Documents; provided, however, the Architect/Engineer 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/Engineer's Services, it is intended that the Architect/Engineer 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/Engineer 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/Engineer shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.

11. Maintain RFI and Bulletin logs in a format acceptable to the Authorized Commission Representative.
12. During Construction administer the Project's sustainability or LEED compliance and submittal program as part of construction administration
  - a) Participate in the Sustainability or LEED Construction kickoff mtg. Agenda by the Commission. Purpose of the meeting is to outline the General Contractor (GC) responsibilities and path for all pertinent submittals and information flow throughout the project.
13. For LEED projects (this subsection may be applicable to the Project at sole discretion of the Commission):
  - a) Serve as LEED On-Line Project Administrator:
    - i. Invite GC and whomever else Commission designates to join the LEED On-Line project.
  - b) Manage LEED On-Line Design Submittal: Coordinate, assemble and submit design package to the Green Building Certification Institute (GBCI):
    - i. Assign Design Credits to consultants etc. to upload; Set reasonable timeline for each credit upload.
    - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content, for each credit package prior to submittal of the whole package to GBCI for review.
    - iii. Once all credit packages are complete and acceptable, submit to GBCI through LEED On-line for review.
    - iv. Monitor GBCI review timeline.
    - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI. Review with appropriate commission representative where necessary.
    - vi. Once all responses acceptable, submit for GBCI re-review.
    - vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
  - c) Review/ comment/ approve GC's Sustainability / LEED Plans. Propose formats if required for Plans.
    - i. LEED AP qualifications,
    - ii. Erosion and Sedimentation Control Plan (ESCP) Plan (narrative and tracking plan)
    - iii. Waste Management Plan (narrative and tracking format - should align with requirements of Specification sections 01352 and 01524)
    - iv. Materials and Resources (MR) and Low Emitting Materials (LEM) Plans - tracking formats and narratives
    - v. Indoor Air Quality (IAQ) Plans - During Construction and Before Occupancy (Flush Out)
  - d) Administer LEED / Sustainability requirements as part of Construction Administration (CA) Includes:
    - i. Review LEED submittals for all materials that need them. (Submittal is incomplete until LEED component is also complete.)
    - ii. AOR/EOR is to send MEP submittals to the Commissioning Authority (CxA); AOR/EOR's MEP consultant is to triage / review comments from CxA so only one set of comments is returned to the GC. Inform PBC if there is conflicting thinking and Owner input is required.
    - iii. Review monthly Sustainability reports from GC and all backup for adequacy and completeness, and alignment with pace and submittals reported in overall submittal log.
    - iv. Have Mechanical engineer calculate or check calculations for flush-out for IAQ plan
    - v. Attend monthly Sustainability meetings to review monthly report content and discuss problems or concerns.
    - vi. Identify violations of IAQ management Plans during site walkthroughs. Understand content of GC's Plans and LEED credit intent.
    - vii. Keep tabs on Commissioning (Cx) process - make sure MEP consultants are engaged in / informed about the pace of the process, and any issues encountered.



- e) Manage LEED On-Line Construction Submittal: Coordinate, assemble and submit package to GBCI:
  - i. Assign Construction Credits; Set reasonable timeline for each credit upload.
  - ii. Review the uploaded material for compliance with format and intent, and for reasonable quality and clarity of content of each credit package (does it address LEED credit requirements adequately) prior to submittal of the whole package to GBCI for review.
  - iii. Once all credit packages are deemed acceptable, submit to GBCI through LEED On-line for review.
  - iv. Monitor GBCI review timeline
  - v. Once GBCI comments are received, assign responsible parties to address clarification requirements, and timeline to provide responses / revised information to GBCI. Review all responses provided prior to submittal to GBCI.
  - vi. Once all responses are acceptable, submit for GBCI re-review.
  - vii. Credit Interpretations Requests (CIR) and / or Credit Appeals are not part of this proposal.
- f) Serve as project LEED Administrator throughout construction and closeout as required until LEED Certification is received.
- g) Review the Work to establish preliminary acceptance of the Project.
- h) Any/all LEED Project requirements are subject to change as required by the Commission in order to comply with the current USGBC Submittal and Program requirements.

## **G. Close Out Phase**

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

- a. Attend and participate in regularly scheduled weekly closeout meetings
- b. 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.
- c. The AOR/EOR is responsible for facilitating a walkthrough on site with the Authorized Board Representative, Commissioning Agent and User Agency to review punch list items identified in the Contractor prepared initial punch list. The AOR/EOR 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.
- d. Oversee the Contractor's efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
- e. The User Agency requires a set of record drawings prepared and coordinated by the Architect/Engineer. This set of record drawings must be provided in editable, auto-CAD format. The Architect/Engineer 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.
- f. 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/Engineer until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
- g. Post Construction Review. The Commission will review Architect/Engineer's performance in providing services during construction after the project punch list is complete. The Architect/Engineer will be required to attend a

meeting to discuss the performance review.

- h. Project Close-out Approval Form. The Architect/Engineer shall draft and complete the Project Closeout Approval Form for the Project.
- i. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
- j. At the 11 month walkthrough the Architect/Engineer shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.

#### **IV. Part IV – Additional Responsibilities and Representations within the Architect/Engineer's Base Scope of Services**

The Architect/Engineer shall provide the following Services:

- A. For all parts and phases of the project, if the Authorized Commission Representative requests a change in scope of the Project, and after review and comment and upon written request of the Authorized Commission Representative, Architect/Engineer shall revise or modify any or all of the Project design, drawings and specifications, as necessary, in a manner satisfactory to the Commission and consistent process set forth in Schedule A. In the event that the Architect/Engineer believes that additional compensation is due to the Architect/Engineer from the Commission because of errors, omissions, inconsistencies or ambiguities in the Commission-Provided Information, the Commission will consider a request for additional compensation in accordance with Article VII, Section 7.01.
- B. The Architect/Engineer is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
  - 1. Specifications will follow performance criteria outline format.
  - 2. Specifications will identify acceptable manufacturers.
  - 3. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
  - 4. On projects where template specifications have been provided, the Architect/Engineer is responsible for the development of any specifications which have not been provided. The Architect/Engineer 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/Engineer is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
- C. At all phases of this Project are required to be designed to achieve sustainability goals or a minimum LEED certification level as the Commission may designate; the requirements for the LEED rating designated by the Commission are set forth in the US Green Building Council LEED Reference Guide. LEED requirements are to be fully integrated into the bid documents, including drawings and specifications, and are included in the scope of the Architect/Engineer's responsibilities with respect to contract administration. The Architect/Engineer to provide LEED registration, including fees for Design/Construction reviews along with final Plaque to Owner.
- D. At all phases of the project the Architect/Engineer shall review the Environmental and Geotechnical Consultant's findings, and fully coordinate the Construction Documents. The Architect/Engineer shall include the Environmental and Geotechnical Consultant's documentation in the Construction Documents at each milestone and Issue for Bid Documents.
- E. At all phases of the project facilitate and document the value engineering process. Evaluate proposed building systems as to quality, first cost and life cycle cost, impact on energy efficiency, sustainability goals / LEED certification, constructability, and material/product availability. Propose alternate materials and system assemblies as well as the

resultant cost savings opportunities.

- F. Develop a furniture, fixture and equipment (FFE) plan to locate electronic devices, including power, data, communications, security and life safety equipment. Provide selection of FFE for the Project inclusive of selection, development of bid specifications and plans and administration of the project through the FFE installation.
- G. The Architect/Engineer will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels or public art).
- H. The Architect/Engineer will provide expertise in vertical transportation design of new or existing construction, initial and final submittal review of shop drawings, construction phase meetings and on-site final acceptance for compliance with specs and submittals, all in coordination with the User Agency specifications for the scope of work.
- I. 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. Provide permit expediter services with due diligence on research for requirements, timeframes and approvals needed for the submittal process. Include meetings and monitoring for corrections and tracking of documentation. Identify which permit phases of work are deemed applicable to the project (ie. OUC, Foundations, Vertical building, DWM, etc).
- J. 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. Provide reimbursable services for permit expediter.
- K. The Architect/Engineer will be responsible for assisting the Commission with any documentation and coordination necessary to facilitate amendments to the public right of way.
- L. During all phases of the project the Architect/Engineer will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
  - 1. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission's Utility Coordinator. The Architect/Engineer will assist the Utility Coordinator as necessary.
  - 2. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
  - 3. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
  - 4. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  - 5. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  - 6. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  - 7. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  - 8. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
  - 9. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
  - 10. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
  - 11. Meet with the Office of Emergency Management and Communications to determine whether infrastructure

relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

12. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
- M. The Architect/Engineer 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.
- N. If the Architect/Engineer takes any photographs of the Project for any purpose, Architect/Engineer shall provide a complete set of such photographs, in negative or digital format, to the Commission.
- O. The Architect/Engineer shall participate in weekly meetings, provide an agenda for each meeting responsible for creating and distributing timely, complete meeting minutes.
- P. Immediately notify the Authorized Commission Representative in writing if it appears that the Architect/Engineer's fees for the project will be exceeded or if a request from the Authorized Commission Representative warrants a fee for an additional service. Any delays by the Architect/Engineer to notify the Authorized Commission Representative may waive the Architect/Engineer's right to additional costs.

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**SCHEDULE B  
COMPENSATION OF THE ARCHITECT/ENGINEER**

**I. ARCHITECT/ENGINEER'S COMPENSATION**

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

**II. BILLING RATES**

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

**2021-2025 Standard Billing Rates**

<p style="text-align: center;">Engineer/ SCHEDULE B - Compensation of the Architect Rate Sheet (Fully Loaded Rates)</p>					
Classification/Title <small>Additional Classifications/Titles are subject to Commission Approval</small>	2021	2022	2023	2024	2025
Project Executive/Principal in Charge	\$220.00	\$226.60	\$233.40	\$240.40	\$247.61
Senior Project Manager	\$180.00	\$185.40	\$190.96	\$196.69	\$202.59
Project Manager	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
Architect	\$130.00	\$133.90	\$137.92	\$142.05	\$146.32
Project Architect	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
Architectural Designer	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
Associate Project Manager/Architect	\$135.00	\$139.05	\$143.22	\$147.52	\$151.94
Assistant Project Manager/Architect	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Technical Architect	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69
Drafting/CAD operator	\$95.00	\$97.85	\$100.79	\$103.81	\$106.92
Interior Designer	\$135.00	\$139.05	\$143.22	\$147.52	\$151.94
Urban Designer	\$135.00	\$139.05	\$143.22	\$147.52	\$151.94
Engineer - Civil	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
Engineer - Mechanical	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
Engineer - Structural	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
Engineer - Plumbing/Fire Protection	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
Engineer - Electrical	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83

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

### III. 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/Engineer, 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. Environmental investigation, design, technical testing, abatement, and/or reports.
2. Televising drains as directed by the Commission.
3. Destructive, investigative testing as required and directed by the Commission.
4. 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.
5. 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/Engineer's team, or otherwise incidental to the Architect/Engineer'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/Engineer has obtained the prior written approval by the Authorized Commission Representative:

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



#### **IV. METHOD OF PAYMENT**

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

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

2. Payment Process. Payments will be processed within 30 days after Commission receives an acceptable invoice from the Architect/Engineer.
3. Invoice Disputes. If the Commission disputes certain items in the Architect/Engineer'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.

#### **V. INVOICING**

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

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**SCHEDULE C  
ARCHITECT/ENGINEER OF RECORD SERVICES  
INSURANCE REQUIREMENTS  
PS3063**

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

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

**C.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 \$1,000,000 each accident, illness, or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but is not limited to, the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives, along with any other User Agency required, must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

**C.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/Engineer must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives, along with any other User Agency required, must be named as Additional Insured on a primary, non-contributory basis.

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

**C.1.4. Professional Liability**

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

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



### **C.1.5. Property**

The Architect/Engineer is responsible for all loss or damage to Commission, Board of Education of the City of Chicago, and/or City of Chicago property at full replacement cost. The Architect/Engineer 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/Engineer.

### **C.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.

### **C.1.7 Pollution Liability**

Pollution coverage is required with limits of not less than \$1,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

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

## **ADDITIONAL REQUIREMENTS**

The Architect/Engineer 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/Engineer must submit evidence of insurance to the PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Public Building Commission to obtain certificates or other insurance evidence from Architect/Engineer is not a waiver by the PBC of any requirements for the Architect/Engineer to obtain and maintain the specified insurance. The Architect/Engineer will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Architect/Engineer of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the PBC retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The PBC reserves the right to obtain copies of insurance policies and records from the Architect/Engineer and/or its

subcontractors at any time upon written request.

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

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

The Architect/Engineer hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives, including any other required Agency or Party.

If Architect/Engineer 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/Engineer in no way limit the Architect/Engineer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the User Agency, and/or the City of Chicago, do not contribute with insurance provided by the Architect/Engineer 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/Engineer must require all its subcontractors to provide the insurance required in this Agreement, or Architect/Engineer may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Architect/Engineer unless otherwise specified in this Agreement.

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

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2021

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

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

<b>PRODUCER</b> Financial Renaissance 1016 W. Jackson Blvd Suite 407 Chicago IL 60607		<b>CONTACT</b> NAME: Carrie Gentile PHONE (A/C, No, Ext): 312-492-6900 Ext 2090 FAX (A/C, No): E-MAIL: cgentile@finren.com ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: NAUTILUS INS CO INSURER B: TRAVELERS IND CO OF CT INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 17370 25682	
<b>INSURED</b> GSG MATERIAL TESTING, INC. DBA HOH GROUP, INC. 623 Cooper Court Schaumburg IL 60173			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECPO1536935-20	04/20/2021	04/20/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3D132881	04/20/2021	04/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	FFX1536936-20	04/20/2021	04/20/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability - Occurrence Professional Liability - Claims Made			ECPO1536935-20	04/20/2021	04/20/2022	Each Pollution Condition 2,000,000 Professional Each Claim 2,000,000

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

The following are included as Additional Insureds on the General Liability/Pollution, Automobile and Excess Policies on a primary and non-contributory basis per written contract: The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and their respective Board members, employees, elected and appointed officials, and representatives. A Waiver of Subrogation applies to the General Liability and Automobile policies per written contract. The Excess follows form and extends over General Liability, Auto Liability, Pollution Liability, and Professional Liability policies. 30 Days Notice of Cancellation, 10 Days Notice for Non-Payment of Premium.

<b>CERTIFICATE HOLDER</b> Public Building Commission of Chicago Richard J. Daley Center, Room 200 Chicago, IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joseph Orlando
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# CERTIFICATE OF LIABILITY INSURANCE

Page 2 of 2

DATE (MM/DD/YYYY)  
09/03/2021

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

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

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida <b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b> 800-522-7514 <b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com
<b>INSURED</b> ADP TotalSource FL XXIX, Inc. 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER The HOH Group INC. 1 N La Salle StFloor 7 Chicago, IL 606020000	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> New Hampshire Ins Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 3445038

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEC</b> <input type="checkbox"/> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 038361538 IL	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for THE HOH GROUP INC., paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. THE HOH GROUP INC. is an alternate employer under this policy.

**CERTIFICATE HOLDER****CANCELLATION**

Public Building Commission of Chicago Richard J. Daley Center, Room 200 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services, Inc of Florida</i>
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ACORD 25 (2016/03)

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CN: BPC, JLR, HOH, AOREOR, PS3063, 20210804, Final  
CO: HOH Group, AOREOR, PS3063, JLR, 20210420

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## **SCHEDULE D - KEY PERSONNEL**

### ***KEY PERSONNEL FOLLOW***





## Amer Sassila, RA, LEED AP BD+C

### Project Architect

Amer has six years of Architectural experience assisting with the design decisions, coordinating with consultants to ensure design criteria is met, assisting and leading the production of construction documents, design study renderings, program data analysis, feasibility and building code analysis. As BIM project lead, he established and monitored BIM execution plans and protocol during various design and construction phases of projects. As a Construction Administration Lead, he was responsible for submittal review and providing RFI responses, field coordination and oversight, construction BIM coordination and update record drawings, and on-site decision making based on field conditions without compromising client requirements.

#### Years of Experience

6, 1 with HOH

#### Education

Master of Architecture  
Illinois Institute of Technology

B.S. in Architecture, Minor in  
Construction Management,  
University of Minnesota

#### Registrations

Registered Architect- IL  
NCARB Certification LEED AP  
BD+C OSHA 10-Hour

#### RELEVANT EXPERIENCE

##### **Metra, HVAC Replacement, Western Avenue Yard – Chicago, IL**

*Project Engineer.* Performed structural inspection, analysis, load calculations and documentation of the existing steel mechanical equipment supports on the rooftop of the existing yard depot. Structural construction documents were produced following the analysis and existing conditions documentation.

##### **University of Chicago, Pergola Permit, Surgery Brain Research Pavilion – Chicago, IL**

*Project Engineer.* Performed structural inspection, analysis, load calculations and documentation of the existing pergolas sitting on the buildings two-way concrete slab and beam structural system in the basement level. The purpose was to confirm the existing structure is feasible and compliant with the latest Chicago Building Code. Structural construction documents were produced following the analysis and existing conditions documentation.

##### **Illinois Department of Transportation, Bridge Demolition and Installation, Harlem Avenue over 95th Street – Bridgeview, IL**

*Project Engineer.* Performed structural analysis, load calculations review, and established cost estimate of the proposed bridge superstructure replacement and repair of existing substructures and piers. This was done for three bridges: Harlem Avenue bridge over 95th Street, the bridge ramp from 95th Street to Harlem Avenue southbound, and the railroad crossing bridge over 95th Street.

##### **Elmhurst Community School District 205, Major Additions and Renovation, Edison Elementary School and Brian Middle School – Elmhurst, IL**

*Project Architect.* Designed and developed technical details of the exterior building envelope, roof and the perimeter edges, and the exterior canopies for Edison Elementary. Produced and developed exterior wall sections and details for Bryan Middle School. Established design parameters and directed design coordination with structural, MEP, and civil engineers for Edison and Bryan. Code compliance checks, building permit applications and submission of "Issued for Construction" documents to the authorities having jurisdiction for all schools. Reviewed submittals, answered RFIs, drafted document modifications, communication with CM, established document-tracking protocol as construction administration lead for all school projects.





### Years of Experience

25, 20 with HOH

### Education

B.S. in Civil Engineering,  
University of Illinois

### Registrations

Professional Engineer - IL  
062-054131

## Anthony A. Fitzpatrick, PE

### Phase II Project Engineer

Anthony brings more than 25 years of highway experience serving as civil design engineer on several projects. He has expertise in the field of plan and profile geometrics, earthwork and grading, construction phasing, maintenance of traffic concept and design, right-of-way acquisition, construction detailing, intersection design studies, pavement design. In addition, he has extensive experience with Microstation, GEOPAK, Highway Capacity Software, Autoturn and AutoCad. He has worked on both Phase I and Phase II projects for the Illinois Department of Transportation, Michigan Department of Transportation, Illinois State Toll Highway Authority, Cook County Highway Department, and other municipalities.

### RELEVANT EXPERIENCE

#### **City of Chicago Heights, 2014 - 2020, Annual Roadway Improvements Program - Chicago Heights, IL**

*Project Engineer.* Scope included the Phase I Study, Phase II Design, and Phase III CA (including field investigations, roadway and ADA design, maintenance of traffic, cost estimating, geotechnical investigations, specifications and plan development needed to reconstruct/mill & overlay and improve over 42 miles of residential streets at various locations throughout the City of Chicago Heights, IL at a \$14+ M construction value to be completed in 2020.

#### **DuPage County Department of Transportation, Ferry Road (Eola Road to IL 59) - DuPage County, IL**

*Project Engineer.* Scope included the Phase I Study, Phase II Design, and Phase III CA for a new 2 mile long, 4/5 lane PCC roadway alignment, from Eola Road to IL 59, with 2 new bridges - a bridge carrying Ferry Road over the EJ&E railroad, and a Pedestrian/Equestrian bridge carrying the Prairie Path over Ferry Road. The alignment included residential, commercial and industrial sections, and extensive coordination with local municipalities and user agencies. Civil Design included roadway design, Intersection Design Study, grading, drainage and detention facilities, erosion control, barrier warrant analysis, maintenance of traffic, signing & striping, land acquisition, utilities, quantities and cross sections. Phase I Study included a Location Drainage Study, while Phase II drainage design included utility relocation, inlet spacing, ditch design, storm sewer conveyance and HGL, and in-line and multiple detention basin facilities. In addition, an NPDES stormwater permit, floodplain mitigation and compensatory storage for filling in the Ferry Creek floodplain (Modeling included TR-20 runs for ex. & prop. conditions with adjacent land development, for multiple storms & tailwaters, and routing storms through multiple detention ponds with new culverts). Construction Cost - \$15 Million.

#### **Illinois Department of Transportation, District 1, IL 43 (Harlem Avenue) / US 12/20 (95th Street) - Cook County, IL**

*Project Engineer.* Phase II Design required for reconfiguration of the 95th St and Harlem Avenue Interchange, from a full cloverleaf interchange to a modified diamond with outer loops. The Project limits for both 95th Street and Harlem Avenue progress through highly congested commercial and residential sections of four different local municipalities, as well as containing 2 Class I railroads as well. Civil Design includes roadway design, Interchange Design Study, grading, drainage and detention facilities, erosion control, pavement jointing, barrier warrant analysis, maintenance of traffic, signing & striping, land acquisition, utilities, quantities and cross sections. Design includes a very complicated construction sequence consisting of eight stages of construction and MOT, with temporary pavement and ramps. Construction Cost - \$40 Million. Build year - 2021 (est.).



**University of Chicago, ADA Exterior Routes Upgrades - Chicago, IL**

*Project Engineer.* Phase II Design and Phase III CM. This project consisted of the Design and Construction Inspection for Exterior ADA upgrades and improvements for a campus wide 16 block area covering the University of Chicago. Construction cost - \$1 Million.

**Illinois Department of Transportation, District 1, IL 132 Improvements at US 41, Gurnee, IL**

*Project Engineer.* Scope included the Phase II Design, and Phase III CA for roadway widening along IL 132 and reconfiguration of an adjacent interchange with US 41. The alignment included residential and commercial sections, and extensive coordination with Gurnee and local user agencies. Scope also included removal and replacement of the UPRR bridge over IL 132, construction of a shoo fly bridge, plus over 1,000' feet of rail realignment to accommodate shoo fly bridge. Design elements included a complicated maintenance of traffic with 6 phases, including detours of local and highway traffic, pavement design, grading, ditches, storm sewer, retaining walls, paving and utility (sewer, water) installations and relocations. Design includes local and state permitting requirements. Construction Cost - \$7 Million.

**Illinois Department of Transportation, District 1, Central Avenue (Bloomingdale - Palmer) - Chicago, IL**

*Project Engineer.* Scope included the Phase I Study for the widening and reconstruction of the Central Avenue bridge over SOO Line RR, and adjacent approach pavement and intersections from Palmer Street to Bloomingdale Avenue. Civil Design included Intersection design Study's, maintenance of traffic, geometrics, plan & profile, signing & striping. Phase I Study included a Location Drainage Study which included utility relocation, erosion control, inlet spacing, ditch design, storm sewer conveyance and HGL, and in-line detention facilities. Construction Cost - \$14 Million.

**Cook County Highway Department, Main Street Reconstruction, (Sauk Trail-216th St) - Cook County, IL**

*Project Engineer.* Scope included the Phase I Study, Phase II Design, and Phase III CA for the realignment and widening of a 1.5 mile segment of Main Street through a residential and commercial area. Civil Design included alignment and profile studies, roadway design, traffic analysis and Intersection Design Study, barrier warrant analysis, grading, striping, erosion control, pavement jointing, maintenance of traffic, signing & striping, land acquisition, utilities, quantities and cross sections. The alignment included residential, commercial and rail sections, and extensive coordination with local municipalities, METRA and local user agencies. Phase I Study included a Location Drainage Study, while Phase II drainage design included utility relocation, inlet spacing, ditch design, storm sewer conveyance and HGL, and in-line detention facilities. NPDES stormwater permit submittal required. Construction Cost - \$3.5 Million.

**Cook County Highway Department, Harrison Street Resurfacing/improvement (Skokie to Gross Point Rd) - Cook County, IL**

*Project Engineer.* Scope included the Phase II Design for improvement of a 0.5 mile length of Harrison St from Skokie Blvd to Gross Point Rd. Civil design included base patching, widening and resurfacing improvements, geometric lane improvements at two intersections, drainage facility improvements, maintenance of traffic, signing & striping, quantities and cross sections. Construction Cost - \$0.5 Million.

**Illinois State Toll Highway Authority, Devon Avenue Interchange with I-294 - Cook County, IL**

*Project Engineer.* Scope included the Phase I Study and Phase II Design of a half diamond SPUD interchange with toll collection facilities on the exit ramp. Civil Design included roadway design, Interchange Design Study, barrier warrant analysis, grading, striping, erosion control, pavement jointing, maintenance of traffic, signing & striping, land acquisition, utilities, quantities and cross sections. The alignment included residential and commercial sections, and extensive coordination with Rosemont, Des Plaines and local user agencies. Phase I Study included a Location Drainage Study, while Phase II drainage design included TR-20 runoff and detention storage calcs (with multiple Des Plaines River tailwater and storm conditions), utility relocation, inlet spacing, ditch design, storm sewer conveyance and HGL, and in-line and detention basin facilities. Permits included an NPDES stormwater permit submittal, and IDNR/OWR review for Des Plaines River box culvert connection and compensatory storage. Construction Cost - \$21 Million.



**Chicago Department of Aviation, Johnson Road Widening and South Access Road Construction / O'Hare NE Cargo Development – Chicago, IL**

*Project Engineer.* Scope included Phase II Design for widening of Johnson Rd. and the new construction of the South Access Road, which is located south of Johnson Rd and serves the future Northeast Cargo Development at O'Hare. Civil Design included roadway design, grading, striping, erosion control, pavement jointing, maintenance of traffic, signing & striping, utilities, quantities and cross sections. New utilities (storm, detention storage facilities, sanitary, water, communications, gas and electric) were designed from Zemke Road to both Johnson Road and the South Access Road for building services and future connections. Also, obtained permits by MWRD and CDWM. Construction Cost - \$10 Million.



## Brent Porfilio, PE, LEED AP BD+C

### Manager of Civil Engineering

Brent has 30 years of engineering experience providing Phase I, II and III engineering on projects ranging in size from \$1 Million to over \$150 Million, for multiple state and local agencies, and private owners. His engineering responsibilities cover all three project phases (planning, design and construction management) in roles encompassing Project Manager, Project Engineer, Lead Roadway Engineer, Drainage Engineer, and QA/QC Engineer.

#### Years of Experience

30, 25 with HOH

#### Education

B.S. in Civil Engineering,  
Iowa State University

#### Registrations

Professional Engineer- IL  
062-050883, 1996  
Professional Engineer- IN  
19900301, 1999  
Professional Engineer- MI  
6201046931, 2008  
Professional Engineer- OH  
70602, 2005

#### Certifications

IDOT Documentation of  
Contract Quantities- #17-  
12737  
USGBC LEED AP BD+C  
#1069843

#### Awards

2009 American Concrete  
Pavement Assoc., Silver Award,  
Divided Highways (#I-05-7709;  
I-355 PCC Pavement Design)

2011 SCUP National Merit  
Award (University of Chicago  
pervious pavement project)

2002 Young Engineer of the  
Year Award, National Society of  
Professional Engineers, Illinois  
Section

#### RELEVANT EXPERIENCE

##### **City of Chicago Heights, 2014 - 2020, Annual Roadway Improvements Program - Chicago Heights, IL**

*Project Manager.* Scope included the Phase I Study, Phase II Design, and Phase III CA (including field investigations, roadway and ADA design, maintenance of traffic, cost estimating, geotechnical investigations, specifications and plan development needed to reconstruct/mill & overlay and improve over 42 miles of residential streets at various locations throughout the City of Chicago Heights, IL at a \$14+ M construction value to be completed in 2020.

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##### **Illinois Department of Transportation, District 1, IL 43 (Harlem Avenue) / US 12/20 (95th Street), Interchange - Cook County, IL**

*Project Manager.* Phase II Design required for reconfiguration of the 95th St and Harlem Avenue Interchange, from a full cloverleaf interchange to a modified diamond with outer loops. The Project limits for both 95th Street and Harlem Avenue progress through highly congested commercial and residential sections of 4 different local municipalities, as well as containing 2 Class I railroads as well. Civil Design includes roadway design, Interchange Design Study, grading, drainage and detention facilities, erosion control, pavement jointing, barrier warrant analysis, maintenance of traffic, signing & striping, land acquisition, utilities, quantities and cross sections. Design includes a very complicated construction sequence consisting of 8 stages of construction and MOT, with temporary pavement and ramps. Construction Cost - \$40 Million. Build year - 2021 (est.).



**University of Chicago, ADA Exterior Routes Upgrades - Chicago, IL**

*Project Manager.* Phase II Design and Phase III CM. This project consisted of the Design and Construction Inspection for Exterior ADA upgrades and improvements for a campus wide 16 block area covering the University of Chicago. Construction cost - \$1 Million.

**Illinois Department of Transportation, District 1, IL 132 Improvements at US 41 - Gurnee, IL**

*Project Manager.* Scope included the Phase II Design, and Phase III CA for roadway widening along IL 132 and reconfiguration of an adjacent interchange with US 41. The alignment included residential and commercial sections, and extensive coordination with Gurnee and local user agencies. Scope also included removal and replacement of the UPRR bridge over IL 132, construction of a shoo fly bridge, plus over 1,000' feet of rail realignment to accommodate shoo fly bridge. Design elements included a complicated maintenance of traffic with 6 phases, including detours of local and highway traffic, pavement design, grading, ditches, storm sewer, retaining walls, paving and utility (sewer, water) installations and relocations. Design includes local and state permitting requirements. Construction Cost - \$7 Million.

**Illinois Department of Transportation, District 1, Central Avenue (Bloomingdale - Palmer) - Cook County, IL**

*Project Manager.* Scope included the Phase I Study for the widening and reconstruction of the Central Avenue bridge over SOO Line RR, and adjacent approach pavement and intersections from Palmer Street to Bloomingdale Avenue. Civil Design included Intersection design Study's, maintenance of traffic, geometrics, plan & profile, signing & striping. Phase I Study included a Location Drainage Study which included utility relocation, erosion control, inlet spacing, ditch design, storm sewer conveyance and HGL, and in-line detention facilities. Construction Cost - \$14 Million.

**Illinois Department of Transportation, District 1, FAP Route 307, IL. 64 North Avenue over CN & W and EJ & E RR and at Powis Road - Cook County, IL**

*Project Manager.* Scope included the Phase II Design for the reconstruction, widening and resurfacing of IL 64, from the bridge over CN&W RR to Powis Road. Civil Design included maintenance of traffic, striping & signing, quantities. The alignment included residential, and industrial sections, and extensive coordination with local municipalities and multiple Class I Railroad user agencies. Drainage design included utility relocation, erosion control, inlet spacing, ditch design, storm sewer conveyance and HGL, and in-line and detention basin facilities. Construction Cost - \$3.2 Million.

**Cook County Highway Department, Main Street Reconstruction, (Sauk Trail-216th St) - Cook County, IL**

*Project Manager.* Scope included the Phase I Study, Phase II Design, and Phase III CA for the realignment and widening of a 1.5 mile segment of Main Street through a residential and commercial area. Civil Design included alignment and profile studies, roadway design, traffic analysis and Intersection Design Study, barrier warrant analysis, grading, striping, erosion control, pavement jointing, maintenance of traffic, signing & striping, land acquisition, utilities, quantities and cross sections. The alignment included residential, commercial and rail sections, and extensive coordination with local municipalities, METRA and local user agencies. Phase I Study included a Location Drainage Study, while Phase II drainage design included utility relocation, inlet spacing, ditch design, storm sewer conveyance and HGL, and in-line detention facilities. NPDES stormwater permit submittal required. Construction Cost - \$3.5 Million.

**Cook County Highway Department, Harrison Street Resurfacing Improvement (Skokie to Gross Point Rd) - Cook County, IL**

*Project Manager.* Scope included the Phase II Design for improvement of a 0.5 mile length of Harrison St from Skokie Blvd to Gross Point Rd. Civil design included base patching, widening and resurfacing improvements, geometric lane improvements at two intersections, drainage facility improvements, maintenance of traffic, signing & striping, quantities and cross sections. Construction Cost - \$0.5 Million.

**Illinois State Toll Highway Authority, Devon Avenue Interchange with I-294 - Cook County, IL**

*Project Manager.* Scope included the Phase I Study and Phase II Design of a half diamond SPUD interchange with toll collection facilities on the exit ramp. Civil Design included roadway design, Interchange Design Study, barrier warrant analysis, grading, striping, erosion control, pavement jointing, maintenance of traffic, signing & striping, land acquisition, utilities, quantities and cross sections. The alignment included residential and commercial sections, and extensive coordination with Rosemont, Des Plaines and local user agencies. Phase I Study included a Location Drainage Study, while



Phase II drainage design included TR-20 runoff and detention storage calcs (with multiple Des Plaines River tailwater and storm conditions), utility relocation, inlet spacing, ditch design, storm sewer conveyance and HGL, and in-line and detention basin facilities. Permits included an NPDES stormwater permit submittal, and IDNR/OWR review for Des Plaines River box culvert connection and compensatory storage. Construction Cost - \$21 Million.

**Chicago Department of Aviation, Johnson Road Widening and South Access Road Construction / O'Hare NE Cargo Development – Chicago, IL**

*Project Manager.* Scope included Phase II Design for widening of Johnson Rd. and the new construction of the South Access Road, which is located south of Johnson Rd and serves the future Northeast Cargo Development at O'Hare. Civil Design included roadway design, grading, striping, erosion control, pavement jointing, maintenance of traffic, signing & striping, utilities, quantities and cross sections. New utilities (storm, detention storage facilities, sanitary, water, communications, gas and electric) were designed from Zemke Road to both Johnson Road and the South Access Road for building services and future connections. Also, obtained permits by MWRD and CDWM. Construction Cost - \$10 Million.

**Chicago Department of Transportation, Milwaukee Avenue (Addison St. to Belmont Ave.) – Chicago, IL**

*Project Manager.* Scope included Phase II Design (MOT, QA/QC, Time Estimates) for widening/improvements to Milwaukee Avenue for ~0.8 miles, from Addison Street to Belmont Avenue, for congestion relief, upgrades to signalized intersections, and improvement of bike lane mobility in a highly urbanized, congested roadway section of Chicago. There were 4 signalized intersections, and 9 T intersections throughout the project limits making Traffic Control extremely critical – there were 9 stages covering 3 different segments of the project. Improvements included ADA, over 2 miles of water and sewer, 16 pack duct banks, irrigation systems, security/cctv, streetscaping, lighting, traffic signals, and signing. Construction Cost - \$6 Million.

**Illinois State Toll Highway Authority, North-South Tollway (South Extension), and IL Route 7 Improvements - Cook County, IL**

*Project Manager.* Scope included the Phase I Study, Phase II Design, and Phase III CA for the construction of the IL Route 7 Diamond Interchange and 1 mile of 4 lane mainline I-355 roadway, with 2 toll collection facilities. Civil Design included roadway design, Interchange Design Study, grading, drainage and detention facilities, erosion control, pavement jointing, barrier warrant analysis, maintenance of traffic, signing & striping, land acquisition, utilities, quantities and cross sections. The alignment included residential and commercial sections, and extensive coordination with Lockport, Homer and local user agencies. Phase I Study included a Location Drainage Study, while Phase II drainage design included utility relocation, inlet spacing, ditch design, storm sewer conveyance and HGL, and multiple detention basin facilities. Permits included an NPDES stormwater permit submittal, and IDNR/OWR permit for the Fiddymont Creek bridge for filling in the floodplain and compensatory storage. Construction Cost - \$80 Million.

**Chicago Department of Transportation, Historic Pullman Market Square Improvements - Chicago, IL**

*Project Manager.* Scope included the Phase I Study and Phase II Design for the reconstruction of the public right-of-way in and about the historic Pullman Market District restoration area. Civil Design included pavement reconstruction, new sidewalks, street lighting, maintenance of traffic, streetscaping and utility improvements. Drainage duties included storm sewer calculations, permitting, utility relocations, drainage details, site grading. Construction Cost - \$2.4 Million.

**Chicago Department of Transportation, SOS Chicago Village Infrastructure Project - Chicago, IL**

*Project Manager.* Scope included the Phase II Design for the site development of roadway, and infrastructure in support of a redevelopment site planned by the Chicago Housing Authority. Civil design included pavement, curb and gutter, sidewalks, lot grading, maintenance of traffic, and retaining walls. Drainage design included runoff calculation, inlet spacing, a storm water collection and conveyance system, an underground detention system, and NPDES permitting. In addition, design included sanitary and watermain lines serving the new development. Construction Cost - \$2 Million.



**Chicago Department of Transportation, New City Streets Re-Construction Task Order - Chicago, IL**

*Project Manager.* Scope included the Phase I Design for the reconstruction of six residential streets on Chicago's southeast side. The improvement included pavement removal and reconstruction, new curb and gutter, enclosed drainage system, sidewalk and parkway improvements. Duties include geometric design, project management, and QA/QC of all drainage design. Construction Cost - \$3 Million.

**Chicago Department of Transportation, Chicago Housing Authority Cabrini Green Housing Development - Chicago, IL**

*Project Manager.* Scope included the Phase II Design for grading, drainage and street improvements for 10 city blocks in the new CHA Cabrini Green Development, replacing the old Cabrini Green Housing Development. Drainage design included the entire stormwater collection and conveyance system. Construction Estimate - \$3 Million.

**University of Chicago, Main Quad Pavement Reconstruction with Pervious Pavement - Chicago, IL**

*Project Manager.* Phase I Study, Phase II Design and Phase III CM (including field investigations, surveying, roadway and sewer design, ADA design, cost estimating, permitting, structural design, geotechnical investigations, specifications and plan development) for the replacement of the existing roadway pavement and walkways in the main Quad and replacement with a Pervious paver and drainage system. The project limits occupied the busiest area of pedestrian and deliveries on campus – coordination was extremely critical with all University Departments, local residents, and students. Construction cost - \$7 Million (winner of National SCUP Award)





## Brian Noonan, PE

### Senior Structural Engineer

Brian has extensive engineering experience and a track record of successfully managing multiple projects for public and private clients. He is responsible for the design, detailing and structural calculations associated with the repair, reinforcement or new construction of various types of projects. Brian has 17 years of experience in various structural engineering projects, including design of concrete, masonry, steel, cold formed steel and wood construction and is a licensed Professional Engineer in multiple states.

#### Years of Experience

17, 1 with HOH

#### Education

B.S. in Civil Engineering  
University of Illinois  
Urbana, IL

United States Army, 1999-2001  
M1A2 Abrams Tank Crewman  
4th Infantry Division  
(Mechanized)  
Fort Hood, TX

#### Registrations

Professional Engineer- MI  
6201070353  
Professional Engineer- LA  
44526  
Professional Engineer- WI  
E-47842

#### Certifications

IDOT Documentation of  
Contract Quantities  
IDOT PCC1 Course, 2005  
ACI Grade 1, Concrete Field  
Testing Technician, 2005

#### Affiliations

Member, ASCE  
Mentor, Link Unlimited

#### RELEVANT EXPERIENCE

##### **TAS Technical Consulting, Multiple Projects - Michigan, Ohio, and Pennsylvania**

*Engineer.* Designed, detailed and provided calculations for multiple sheet piling and trench box excavations. The purpose of the sheet piling design is to provide a trench down to the bottom of an existing refined petroleum pipeline to allow for inspection and potential repairs. The framing had to fit within a relatively tight space and additional surcharges (railroad and highway) to the normal active and passive soil pressures had to be applied.

##### **City of Chicago, City Hall - Chicago, IL**

*Engineer.* Repairs and reinforcement were detailed and designed for a corroded steel beam and column in the basement of City Hall. New steel columns and concrete footings were designed to provide additional support to the damaged beam. Consultation with the building's engineer, repair contractor and architect was required to provide the most efficient solution. Drawings and details were provided to the client to enable repairs.

##### **Leopardo, 106th St Bridge House Repairs - Chicago, IL**

*Engineer.* Repairs to multiple existing steel beams providing perimeter support to a steel frame, masonry infill bridge house. Coordination with repair contractor took place to provide an efficient solution to reinforce portions of the existing corroded steel framing. Drawings and details were provided to the contractor to enable repairs.

#### PREVIOUS EXPERIENCE

##### **City of Evanston, 990 Grove St. - Evanston, IL**

*Engineer.* Repairs to a 2-story concrete parking garage. Performed field measurements, mapping of areas in disrepair, compiling repair details for remediation, and coordination with repair contractor and owner.

##### **Bridgeview Bank, 4753 N. Broadway - Chicago, IL**

*Engineer.* Based on existing original structural drawings, multiple site visits and applying the minimum prescribed live loads (250 psf or 16,000 lbs. point load per Chicago Building Code), it was determined that the existing framing for the vaulted sidewalk was significantly overstressed. New steel beams, columns and concrete footings in the vaulted sidewalk space were designed in order to bring the sidewalk load carrying capacity up to code. Permit drawings, details and structural calculations were provided to the client for permit submittal.



**Republic Bank, 4433 W. Touhy Ave. - Lincolnwood, IL**

*Engineer.* Existing ComEd concrete and steel framed vault in deteriorated condition. Designed new steel beams, grating and concrete slab on metal deck to satisfy the International Building Code requirements. Permit drawings, details and structural calculations were provided to the client for permit submittal.

**Bloomingdale's - Medinah Temple, 600 N. Wabash Ave. - Chicago, IL**

*Engineer.* Existing concrete sidewalk supported by steel beams below was deteriorated and in need of replacement. New steel beams and a concrete slab on metal deck was designed. The new beams were to be installed between the existing steel beams so to provide lateral bracing for the existing concrete retaining wall adjacent to the street, E. Ohio Street. Permit drawings, details and structural calculations were provided to the client for permit submittal.

**516 W. Briar Place - Chicago, IL**

*Engineer.* Critical façade inspection per the Chicago building code. Responsible for compiling critical façade report and coordination with the contractor and owner. Inspection openings were made in the façade per the prescribed code and documentation was done for areas in need of repair. Repair drawings and details were provided to the repair contractor.

**City of Chicago, Vietnam Veterans Memorial Plaza - Chicago, IL**

*Engineer.* Responsible for daily documentation of contract quantities. Monitored construction activities and verified work performed adhered to the contract specifications. Measured and kept track of the daily construction progress and materials installed. daily communication with the head Resident Engineer and briefed him on current construction activities.





## David N. Bilow, SE, PE

### Manager of Structural Engineering

David has more than 40 years of experience in leading technical teams, managing engineering and R&D projects, and in structural design and has managed over \$100 million worth of design and design/build projects and performed structural engineering for electric generating stations, warehouse and truck maintenance facilities, railroad office facilities, office buildings, bridges, and water treatment facilities. He also promoted and improved the use of concrete for railroad and transit facilities, highway bridges, and buildings, including management of research projects, publication of literature to aid engineers in the design of concrete structures, and developing technical seminars for engineers.

#### Years of Experience

57, 11 with HOH

#### Education

MBA, University of Illinois- UC

M.S. in Civil Engineering  
University of Illinois- UC

B.S. in Civil Engineering  
University of Illinois- UC

#### Registrations

Professional Engineer- IL  
062-026701

Structural Engineer- IL  
081-003186

Professional Engineer- IN  
PE-60870171

Professional Engineer- IA  
13909

Professional Engineer- WI  
32960-006

Professional Engineer- MN  
26354

Professional Engineer- TX  
114923

Professional Engineer- LA  
38618

Professional Engineer- PA  
PE078933

#### Certifications

Member: American Society of  
Civil Engineers

American Concrete Institute  
American Railway Engineering  
and Maintenance of Way  
Association

#### RELEVANT EXPERIENCE

##### City of Chicago, City Hall Basement Beam Inspection and Repair - Chicago, IL

*Structural Engineer.* For the basement room 29'-7" X 16'-10" under the sidewalk on the south side of City Hall, HOH inspected a steel beam with spalled concrete cover and two beams with additional spalling. After the spalled concrete was removed from the steel beam, HOH determined that the bottom flange of the beam was badly corroded, but the beam web was only slightly corroded. The two other beams will be inspected by ground penetrating radar (GPR) to determine if the concrete is only encasement of steel beams. Since repair of the corroded beam would be very difficult, it was decided to install 2 new posts to support the damaged steel beam. The posts will be supported on new footings constructed after the existing concrete floor is sawcut. Structural plans from 1909 were available to determine beam sizes and span dimensions. Project cost was \$100,000. Completed in 2020.

##### Illinois Department of Transportation, District 1, UPRR Bridge Replacement over IL 132

*Project Manager* for the Phase II engineering services for preparation of contract plans, specifications and estimates including TSL, and structure, track, and roadway plans for the replacement of the existing structure carrying the UPRR over IL 132. The railroad bridge now under construction is a single span through girder bridge with a 140-foot span and 63-foot-wide ballasted deck which carries 2 main line tracks and one future track. Also, included are the design of a mile of shoofly double track and the design of the temporary shoofly bridge with a 66-foot single span through girder bridge with 36-foot-wide ballasted deck required to keep two tracks in service during the permanent bridge construction. The cost of construction is \$20 Million.

##### Illinois Department of Transportation, Harlem Avenue (IL 43) at 95th Street (US12/20) - Bridgeview, IL

*Lead Structural Engineer* for the preliminary design and TSL for two bridges on Harlem Avenue. Each bridge has four steel stringer spans and concrete deck. The bridge over 95th Street is 97 feet wide and the bridge over the CSX RR is 89 feet wide. Both bridges will have their decks replaced and steel stringers raised for additional clearance.



**Illinois Department of Transportation, Harlem Avenue (IL 43) at 95th Street (US12/20) - Bridgeview, IL**

Managed the rehabilitation design of three highway bridges and a new storm water pump station for the \$26 million Harlem Avenue & 95th Street interchange project.

**Torrence Avenue Lift Bridge Rehabilitation - Chicago, IL**

*Project Manager* for the design of the \$26 million rehabilitation of the unique and historic lift bridge. The project includes removal and replacement of all of the deck and deck structural steel, removal and replacement of the bottom chord of the two 276 feet span trusses and lower lateral bracing, replacement or rehabilitation of mechanical and electrical equipment, rehabilitation of the bridge house, new fenders and piling, and cleaning and painting of the entire steel structure.

**ComEd, West Ramp to Burnham Viaduct Deck Replacement - Calumet City, IL**

*Project Manager* for the \$3 million deck replacement and pier repair for the 300-foot-long ramp. The project involves the Phase I, Phase II and Phase III deck replacement and pier repair for the two lane West Ramp from the Burnham Viaduct. The curved ramp drops from a height of 34 feet to the ground level. Full depth precast concrete panels supported on composite structural steel girders are used to expedite construction. High performance concrete was used in the precast panels and post tensioning was applied to the precast panels in the longitudinal direction to keep the transverse joints tight and reduce cracking. The concrete piers were repaired using shotcrete after removal of delaminated concrete.

**St. Stephen Parish Center, Banquet Hall/Gymnasium, Chicago Archdiocese - Tinley Park, IL**

This \$3 MM project was a building addition at St. Stephen's Parish Center, which included a banquet hall, gymnasium, additional classrooms and site work. HOH completed the design in 2016, provided construction support and completed the project in 2017.

**NB Coatings, Various Office & Lab Renovations - Lansing, IL**

This project consisted of the renovation and expansion of the existing administrative offices, including R&D labs and production and testing areas. Guiding concepts of the project include reorganizing the facility to centralize existing parallel operations into common areas, and to encourage greater collaboration with more open office spaces.

**Forest Preserve District of Will County, Hadley Valley Operations Station - New Lenox, IL**

HOH provided planning, design and construction inspection services for this Site Development and Maintenance Facility Project. The project consisted of site development and construction of a maintenance building, employee parking lot, fueling station, staging area, material storage bins, and detention pond. It also included coordination to produce a topographical survey and wetland delineation for the site, and soil borings and geotechnical investigations.

**University of Chicago, Campuswide ADA Exterior Routes Upgrades - Chicago, IL**

This project consisted of the Design and Construction Inspection for Exterior ADA upgrades and improvements for a campus wide 16 block area covering the University of Chicago. \$1 million construction value—completed in 2010.

**The Salvation Army, Annual Parking Lot & Lighting Improvement Program (2010-2020) - Chicago Metro Area, IL**

From 2010 through 2020, HOH provided Planning, Design and Construction Management services to the Salvation Army for various parking lot and facility improvement projects at locations throughout the Chicago Metropolitan area.

**Chicago Department of Aviation, O'Hare Airport, Airline Maintenance Facility Expansion - Chicago, IL**

HOH provided planning, design and construction inspection services for this Site Development/Maintenance Facility Expansion Project. The project consisted of site development and construction of an 88,000 Sq Ft maintenance building, PCC parking lot, staging area, utility services, drainage, lighting, remote controlled sliding access gates, and detention facilities. It also included coordination to produce a topographical survey and for the site, and soil borings and geotechnical investigations.



**Metropolitan Water Reclamation District of Greater Chicago, McCook Reservoir Office/Maintenance Facility and Conveyor System - Bedford Park, IL**

As part of their McCook Reservoir project, the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) contracted HOH to design an Office and Maintenance Facility complex at the reservoir site in Bedford Park, Illinois. The scope included relocation of a ½ mile segment of the reservoir access road, over a mile of new water and sanitary forcemain for building services, and sanitary forcemain for building services, and sludge line relocation.

**Chicago Department of Aviation, Chicago Midway Airport, Consolidated Rental Car Facility - Chicago, IL**

HOH was selected to design the Consolidated Rental Car Facility (CRCF) at Chicago Midway Airport. The facility included a customer service area, five level parking garage, and quick turnaround area (QTA) for cleaning and fueling of returned vehicles. The facility was designed to handle approximately 300 rentals and 300 returns per hour. The design incorporates many aspects of the US Green Building Council's LEED program, and is LEED Certified.

**Chicago Department of Water Management, Professional Sewer Design Task Order Services (2012-2018) - Chicago, IL**

From 2012 thru 2018, this CDWM Task Order Contract (TOR) consisted of field investigations, surveying, roadway and sewer design, drafting, cost estimating, permitting, structural design, geotechnical investigations, specifications and plan development needed to construct various sewer replacement/reconstruction/new construction projects measuring ~58,000 lin. ft (>11 miles) in length at various locations throughout the City of Chicago. 32 Projects were included in the 6 TOR's, with \$35+ million in construction value. Completed in 2019.



## Fisal Hammouda, PE

### Mechanical Engineer

Fisal brings more than 55 years of solid experience with consulting, engineering, and construction firms serving the aviation, power and energy, as well as a wide range of industrial, commercial, institutional, and government facilities. He has also managed HVAC, plumbing, electrical, fire protection and fire alarm groups. A few of his strong skills include effective leadership, stakeholder management, project management, delivery on target time and budget, optimizing project execution strategy, team building, team alignment, negotiations, presentations to all levels and project estimate optimization.

#### Years of Experience

56, 1 with HOH

#### Education

M.S. in Engineering Mechanics  
Wichita State University

M.S. in Aeronautical  
Engineering  
Cairo University

B.S. in Aeronautical Engineering  
Cairo University

#### Registrations

Professional Engineer- IL  
062-033437

#### Affiliations

Member:  
American Society of Heating,  
Refrigeration and Air-  
Conditioning Engineers  
Project Management Institute

### RELEVANT EXPERIENCE

#### Airports

- Southwest Airlines – provided MEP for renovation and addition ground support and maintenance facilities, \$20M
- Northwest Orient Airlines - provided MEP for new cargo handling facility at O'Hare Airport, \$18M
- Flying Tiger - provided MEP for new cargo handling facility at O'Hare Airport, \$18M
- Midway Airline – provided MEP for new flight simulation centers, \$20M
- Host Marriott Services at Lambert St Louis Airport (16 restaurants)
- Southwest Airlines Gates 2, 4, 5, 7, 9, 10, 11, 12 and 16 at Midway Airport
- United Airlines Flight kitchen, O'Hare Airport
- American Airlines Office remodeling, O'Hare Airport

#### Education

- District 204, Naperville IL – provided MEP and construction management services for 10 new elementary schools of total 1M ft<sup>2</sup> with \$100M budget
- Chicago Public Schools - provided architectural and MEP on capital projects: Lindblom College Prep Academy, \$35M; 30 elementary/high school facilities, \$150M
- City of Chicago Colleges – provided MEP for renovation capital projects: Kennedy College, Wright College and Daly College, \$10M total

#### Power Generation

- Danube Tire Company, Romania - preparing feasibility studies and procurement packages for 3 – 20 megawatt gas turbines with heat recovery boilers. \$60M
- Kankakee Mental Health Facility – provided architectural and MEP for 2 megawatt gas-electrical generator for emergency/peak demand, \$6M

#### Recreational Facilities

- Mount Prospect Park District - provided MEP for new 90,000 ft<sup>2</sup> facilities, \$20M
- Chicago Park District - provided MEP for renovating 26 parks to meet building code and ADA requirements, \$26M

#### Malls/Retails

- Willow Creek Mall (IL) - provided MEP for a new 40 acres (1Million ft<sup>2</sup>) mall, \$250M
- Staples (nationwide) - provided MEP for 3 prototype retail facilities and 20 additional retail stores



**Prisons/Correction Facilities**

- Stateville Penitentiary (maximum-security) - provided MEP and construction management services for security/fire-alarm system using fiber-optics and video-monitoring technology, \$6M
- Sheridan Correctional Facility - provided architectural, MEP and construction management services for replacement of heating system and 200 prison windows, \$3M

**Hospitals**

- Medina Maternity Hospital – provided MEP for 200 bed facility, \$20M
- North Shore Group (IL and IN) – provided MEP and construction management services for four outpatient surgical units, \$20M

**Transportation and Motor Facilities**

Project Manager. Provided mechanical, electrical, plumbing, fire protection and construction management for various clients, including: Illinois Department of Transportation, METRA, Kankakee River State Park, Oakbrook Terrace Park District and Chicago Transit Authority.



## C. Jacob Stevens, PE

### Senior Mechanical Engineer

Jacob has more than 15 years of experience providing mechanical design, engineering and consulting services. His design experience includes HVAC, pumping, piping, plumbing and fire protection systems for local utilities, water and wastewater treatment plants, schools and public transportation. Jacob also has experience in project management, budgeting, and estimating; multi-discipline design coordination; and working with clients to find the best possible solution to meet their needs.

#### Years of Experience

15, 1 year with HOH

#### Education

B.S. in Mechanical Engineering  
University of Colorado -  
Boulder

#### Registrations

Professional Engineer- IL  
062-063828

#### RELEVANT EXPERIENCE

##### **Metra, 47th Street Yard Steam Boiler Replacement - Chicago, IL**

*Lead Mechanical Engineer* to replace the existing steam boiler heating systems with hot water heating. The project included the heating systems in two separate rail yard maintenance buildings including updating all impacted heating equipment.

##### **Cleveland Cliffs Steel Mill, MCC and Server Room Cooling and Pressurization - Cleveland, OH**

*Lead Mechanical Engineer* providing cooling system upgrades and space pressurization for the mission critical server room and Motor control center room.

##### **Metra, Western Avenue Yard Plumbing - Chicago, IL**

Provide proposals, budgeting, estimating and construction support.

##### **Metra, Western Avenue HVAC Upgrades - Chicago, IL**

Provide proposals, budgeting, estimating and construction support.

##### **Metra, California Yard - Chicago, IL**

Provide proposals, budgeting, estimating and construction support.

##### **Metra, Millenium Station Boiler Replacement - Chicago, IL**

Provide proposals, budgeting, estimating and construction support.

##### **Metra, Main HVAC Upgrades - Chicago, IL**

Provide proposals, budgeting, estimating and construction support.

##### **STAT Laboratory**

Provide proposals, budgeting, estimating and construction support.

##### **University of Chicago, School Public Health and Psychiatric Institute, Building Envelope Upgrade Ventilation - Chicago, IL**

Provide proposals, budgeting, estimating and construction support.

#### PREVIOUS PROJECT EXPERIENCE

##### **Genesee County Division of Water and Waste Services, Lake Huron Water Supply - Water Treatment Plant and Upland Raw Water Impoundment - Genesee County, MI**

Provided quality assurance/quality control and wrote specifications.



**Illinois State Toll Highway Authority, General Engineering Consulting 2011-2017 - Technical Services - Various Locations, Illinois**

*Technical Advisor* on this assessment of the Illinois Tollway maintenance and administration facilities. Inspected all the facilities for code compliance, equipment condition, life safety, and general condition and maintenance. When the inspections were complete, all data was documented with photographs and compiled along with recommendations and cost estimates. Performed the mechanical inspections including evaluation of the HVAC systems, fire protection systems, life safety systems, mechanical equipment condition, and maintenance plans and systems in place.

**Chicago Department of Aviation, O'Hare International Airport 2015-2016 CPS - Chicago, IL**

*Mechanical Engineer* on this project for replacement of the ventilation system in a tunnel that runs under the runway beneath the O'Hare. Responsible for providing construction support, reviewing submittals, answering requests for information, and providing general mechanical support.

**City of Dickinson, Southwest Pipeline Project, New Dickinson Water Treatment Plant - Dickinson, ND**

Provided design and specification of HVAC and dehumidification systems. The project included design of a plant wide chilled water and hot water heating and cooling system and chemical and hazardous environment ventilation systems, including provisions for laboratory hood and exhaust equipment. The administration area included a variable air volume system with hot water reheat. The process areas required a high capacity dehumidification system due to the extreme design conditions and client specific requirements.

**Portland Water Bureau, Washington Park Reservoir Improvements - Portland, OR**

Performed plumbing design for several historic gate house buildings. The buildings were repurposed for converting the traditional open air reservoir to an underground storage reservoir while maintaining the sites' historic appearance.

**Metropolitan Council, Southwest Light Rail Transit, Metro Green Line Extension Engineering & Design - Minneapolis, MN**

Designed a fire protection systems for the operation and maintenance facility (O&M) and the Southwest Station park and ride (PNR). The O&M facility required a wet pipe sprinkler system throughout the maintenance areas and office spaces and the IT/server room required hybrid water mist system. The PNR required a dry pipe sprinkler system in the passenger waiting areas and the train loading platforms. The Southwest light rail train Green Line extension is an update of existing stations and the addition of a new O&M facility.

**American Municipal Power, Hydropower Generation Facilities - Tell City, IN**

Involved in the project to add 4 hydropower generation facilities to US Army Corps of Engineers lock and dam facilities along the Ohio River. Designed powerhouse ventilation systems, the office air conditioning system, and station drainage and dewatering systems. Due to the nature of the powerhouse, all the mechanical and HVAC systems needed to operate while the powerhouse is completely submerged.

**Panama Canal Authority, Panama Canal Third Set of Locks - Panama City, Panama**

Provided design and construction of an increased capacity set of navigation locks adjacent to the existing locks structure. Designed the HVAC systems for the 108 support buildings, fire protection systems, wastewater treatment systems, and maintenance and dewatering systems. The HVAC systems included various types of ventilation systems, data center cooling, and humidity controlled environments. The air conditioning systems were selected based on an energy analysis to select the most cost effective units. The fire protection systems included pump and equipment selection for water, foam, and FM 200 systems; the accompanying piping; as well as the associated specifications. The wastewater treatment system included designing a gravity flow collection system and the selection and specification of packaged wastewater treatment plants. All equipment and systems had to be designed according to strict code, environmental, and client requirements. The design and drawings were prepared using AutoCAD and Revit MEP.

**Western Minnesota Municipal Power Agency, Red Rock Powerhouse - Pella, IA**

Participated in the project for a 24-megawatt powerhouse added to an existing reservoir dam structure. Designed the HVAC systems, large diameter piping systems, and pumping, drainage, and dewatering systems. The HVAC systems included the generator cooling system for the two air-cooled hydropower turbines with waste heat recovery system for winter heating, powerhouse ventilation system with backup heating, a ventilation system for the hydraulic power unit mechanical room, which would be submerged for extended time periods, and the air conditioning system for the office spaces. The piping systems included a 48-inch diameter bypass system with the associated valving, drainage, and energy dissipation structure. The pumping systems included the turbine unit dewatering pumps and station drainage pumps and sump pumps.





## Johnny Bueno-Abdala, Architect, NCARB

### Managing Architect

Johnny has extensive experience in sustainable design-build services for Telecom, IT infrastructure, institutional, educational, healthcare, semi industrial, financial, commercial, retail, and mixed use residential multifamily projects. His responsibilities include design, cost estimating, scheduling, project and construction management.

#### Years of Experience

30, 1 with HOH

#### Education

Master of Architecture  
Illinois Institute of Technology  
Chicago, IL

Master of City and Regional  
Planning  
Illinois Institute of Technology  
Chicago, IL

Bachelor of Architecture  
Illinois Institute of Technology  
Chicago, IL

#### Registrations

NCARB Certificate

Registered Architect- Illinois,  
Florida, Virginia, District  
of Columbia, Georgia, and  
Maryland

#### Memberships

USGBC-LEED GA  
Consulting Electrical Engineers  
ASHRAE  
AEESP  
APA  
AICP

#### PREVIOUS RELEVANT EXPERIENCE

##### Bessolo Design Group - St. Petersburg, FL

###### Architect/Project Manager

- Project Management of A&E services for Senior Living, AL & MC, Health Care and Multifamily projects in Florida and Georgia
- SD, DD, CD, CA, permit coordination, OAC meetings & site visits

##### Stantec - Tampa, FL

###### Architect/Project Manager

Project Management of A&E services: due diligence, entitlements, programming, schematic & design development, CDs, specifications, permit procurement and expediting, construction admin, site visits, close-out of Chase Bank projects in Colorado, Utah and California.

##### Microgreen Services International/MSI - St. Petersburg, FL

###### Architect/Project Manager

- Renewable energy and environmental technologies sustainable design-build solutions
- Factory renovation in Chicago
- Retail brand name store build-out in Oak Brook IL
- Residence prototypes in Haiti
- Residence renovations in Falls Church, VA, St. Petersburg, FL, and Edison IL
- Restaurant prototype Chicago, IL
- Residence prototype in Dunnellon FL
- 100-Acre Campus Plan and buildings: Spiritual Center, K-12 schools boys & girls, Nursing Home, Church, Chapel, Mausoleum, Cemetery, Cloister, Seminary, and others in Marengo, IL

##### VRA Architects - Park Ridge, IL

###### Architect/Project Manager

Responsibilities included electronic data directory and systems filing design and development, elaboration of documents for SD, DD, CD, and CA phases, civil, landscaping, structural, MEP contracting and coordination, meetings with clients and Building Officials, zoning and code reviews, cost estimating and scheduling, bidding and contract negotiation, design-build solutions, development consulting, new construction, renovations and tenant build-outs. Projects completed include:

- First Financial Federal Credit Union headquarters in NJ
- Wishing Well Townhomes and retail in Countryside IL
- 7526 Seeley Condos in Chicago, IL
- Niles Condos in Niles, IL
- The Continental Bank five new branches in Blue Bell, West Norriton, Limerick, King of Prussia and Philadelphia PA



- Altura Credit Union branches, Rabobank 30+ branches in California
- Watermark Credit Union & branches in Washington
- MB Financial Bank in Illinois
- XceedFCU Headquarters and 20+ branches in California, New York, and Texas
- Banco Popular 20+ branches in New Jersey and New York

**Globetrotters Engineering Corporation - Chicago, IL**

*Project Architect*

- Chicago Public Schools - Capital Improvement Program for approximately 6 million SF at 120 schools. Tasks included design and technical programming, scope definitions and budget guidelines, assisting program manager and construction manager in defining the overall scope of work, creating designs and progress working-DD drawings, defining project budget and schedules, assure compliance with the Chicago Building Code, Zoning Ordinance, Landscape Ordinance, new Chicago Energy Code, Board of Underground, ADA, OSHA, etc. and management of \$15 to \$20 million or about 10-15 projects simultaneously.
- Chicago Head Start Program - Generation of cost estimate spreadsheet for renovation projects for 240 facilities. Review criteria and results of final estimates for Facility Upgrade Packages (FUP). Generation of FUP renovation program for design, scheduling, project and construction management. Real estate developments and buildings inspections, assessments, renovation and rehabilitation projects.

**Nexgen Building Solutions - Chicago, IL**

*A&E Project Manager*

Clybourn Technology Center and Retail/Parking Facility. 350,000 SF and 200,000 SF (380 cars). Coordinated design with architect and MEP consultants. Meetings with project and owner. Design phase coordination: schedule, reports and permit sets. Project management of SD, DD, CD and CA. Business development for network operation centers, carrier hotels and computer centers in South America and USA. Bi-lingual proposals (English-Spanish)

**Optima, Inc. - Glencoe, IL**

*Architect/Project Manager*

Michigan Place Development. 120 units (condominiums and town homes). Construction development documentation & shop drawing review. Preparation of construction documents, contract negotiation with vendors, subs & service providers. Elaboration of 'as built' drawings & documents. Meetings with managers, A&E teams, & subs for project coordination & scheduling.

**Perihelion, Ltd. - Elgin, IL**

*Architect/PM Consultant*

- SK Telecom Seoul Korea. Design Development for international competition winning solution.
- Project Architect - Architects, Planners and Interior Design, RGI, Inc. Chicago, Illinois. Permit / Construction Documents for Consulate of Mexico, corporate space planning and school renovation projects in Chicago.
- Project/Construction Manager/Architect - Design Build Services), THRU COMM, INC., St. Petersburg, Florida. Cell Site Planning. Managed and coordinated field supervision, inspectors, vendors and subs to improve antenna installations and construction processes.
- Spatial planning consultant for facilities in Chicago, Boston, Las Vegas and network operation center in St. Petersburg, Florida. Ensured overall compliance with company standards, policies and procedures.
- Project/Construction Manager/Architect – Design Build, FORA (Millicom) St. Petersburg, Russia.
- Cell Site Development. Coordination and guideline development for new radio base stations, tower and antenna installation deployment.
- Project/Construction Manager/Architect – Design Build Services, CEL CARIBE (Millicom) Colombia. Rural Cell Sites.
- Prototype rural shelter (36 units x 300 SF) Revised & developed Design-Build criteria: A&E services, qualification and selection of vendors, and bidding procedures for construction, Developed and improved criteria for mechanisms to manage and insure compliance with construction budgets, contract terms and project schedules conforming to standards. Assisted in the development of norms and standards for construction processes, cost estimating, bidding, change and task ordering, quality assurance and safety procedures. Developed space program after meetings with VPs,



mangers and engineers. Executed schematic design, design development, drawings and 3D model studies. Elaborated construction documents & specifications to American and European standards. Coordinated execution of construction documents with engineering consultants. Site planning coordination with RF engineers, cost estimating and project scheduling. Ordered fabrication of prototype units and directed deployment of installations.

#### **BUENO Design - Finland**

##### *Architect/Project Manager/Construction Manager*

- Interior design and remodeling. Project/Construction Management (Design Build Services), TKOMM & independent practice.
- La Paz, Bolivia. Telecom Complex: Spec. 12-story telecom multi-use infrastructure: TV, radio station and radio base site with tower & multiple antennas. (33,000 SF).
- Exit strategy: Multi-purpose/ apartment building.
- Telecom & Data Center: switching rooms, cell site and network operations center. (16,000 SF). TELECEL Wireless (Millicom), Bolivia, S. America.
- Cell Site Development: new overall deployment and collocation of cell sites including tower (design, development, construction) and antenna installations. 501 Koani Residence. Remodeling and new construction (4,000 SF). · RA Building. Multi-use new construction, radio base station with tower & antennas (12,000 SF).
- Los Claveles 301 & 302 Luxury Houses. New residential construction (7,000 SF).
- Office Building. Spec. 5 story new construction (9,000 SF).
- Villa Residence. Remodeling and new construction (3,000 SF).
- Site planning coordination with RF engineers, cost estimating and project scheduling. Met, discussed, analyzed, coordinated construction documents with engineering consultants. Elaboration of CDs & specs to American, European & Green standards. A&E Design Phase and construction Phase schedules. Prepared, negotiated and awarded bids to subs. Directed purchasing, ordering, & warehousing of construction materials & equipment. Solicited, negotiated and obtained construction permits. Coordinated delivery of local utilities to site (electricity, water, gas, etc.). Developed design-build guidelines and training on technical courses for improving subs performance. Solved construction unexpected encountered problems and documented solutions. Coordinated with (managers, consultants & subs) to ensure excellence in work quality.

#### **A.S. Takeuchi and Associates - Chicago, IL**

##### *Project Architect*

Evanston Public Library Competition. (140,000 SF) Exhibit Selection Finalist. CDB Health Care IL renovation projects DD, CDs & CA.

#### **W. Merci - Evanston, IL**

##### *Project Architect*

University of Evansville Gymnasium Addition, Loyola University Office Layout Planning, Evanston Bank, Commercial, Health Care and high-end residential projects SD, DD & CDs.





## Koshy Vaidyan, PE, LEED AP

### Electrical Engineer

Koshy is experienced in providing engineering design and construction management services for a wide variety of projects. His expertise includes large-scale educational, industrial, commercial, institutional, pharmaceutical, laboratory, healthcare, multifamily residential and religious, nuclear facilities including pumping stations. He has thorough knowledge of the NEC and other industry codes and skilled in implementing engineering projects from concept through completion and have managed multidisciplinary and widely dispersed teams across national and international level.

#### Years of Experience

52, 1 with HOH

#### Education

Bachelors Degree in Electrical Engineering- 1969  
Kerala University, India

#### Registrations

- Licensed Professional Engineer- Electrical – Illinois, Alabama, Arizona, Massachusetts, Wisconsin, California and New Mexico
- US Green Building Certification Institute LEED Accredited Professional (2006)
- Institute of Electrical and Electronic Engineers (IEEE)
- Chicago Electrical Consulting Engineers Association (CEE)
- National Society of Professional Engineers

#### Expertise

- Power Distribution Systems
- Interior and Exterior Lighting
- Control Systems
- Communication Systems
- Fire Alarm and Emergency Systems
- Field Change Requests
- Nonconformance Reports
- Equipment and Construction Specifications

#### PREVIOUS RELEVANT EXPERIENCE

##### Metra Cary Station - Cary, IL

*Resident Engineer.* Performed construction management services such as responding to RFIs, reviewing submittals and shop drawings, approving invoices from contractors, conducting weekly construction progress meetings, verifying construction compliance with Contract Drawings and specifications and reviewing contract modifications and cost analysis.

##### US Department of Energy Waste Isolation Pilot Plant - Carlsbad, NM

*Senior Project Engineer.* Prepared and reviewed procurement and construction specifications, Statement of Work for installing Standby Diesel Generator at the Emergency Operation Center of the WIPP, and DOE facility. Responsibilities included adherence to the industry and standards, procedures, and operating philosophies based on actual field information, design basis, NRC, DOE, and WIPP requirements, codes and standards. (3/2015 - 9/2016)

##### US Department of Energy Los Alamos National Laboratory - Los Alamos, NM

*Senior Electrical Engineer.* Prepared and reviewed procurement and construction specifications, lighting system drawings and calculations, security systems, review system design descriptions, site construction power diagrams and calculations. Coordinated various electrical, mechanical, structural, engineers, designers, and specialists in a multi-discipline engineering to accomplish detailed engineering designs. Responsibilities included development of single-line diagrams, the physical arrangement of electrical equipment, grounding, lighting and routing of raceways, adherence to the client, industry, and Sargent & Lundy 's standards, procedures, and operating philosophies based on actual field information, design basis, NRC, DOE, and LANL requirements, codes and standards, and other requirements. (2008 - 2013; Construction cost - \$7 billion)

##### Tennessee Valley Authority Browns Ferry Nuclear Plant - Athens, AL

*Senior Electrical Engineer.* Reviewed the calculations of the analysis of the Auxiliary and Control Power Systems to identify associated circuits in accordance with the requirements of 10 CFR 50 Appendix R. Provided Design Change Notice (DCN) Closure Support by processing Vendor Manuals, MEL, Calculations etc. in accordance with TVA required procedures (NEDP-20, NPG-SPP-09.3) and S & L Project Instruction PI-TVAN-03. Prepared and reviewed calculations like Diesel Load Study, Cable and Bus protection /breaker coordination study, Thermal Overload Heater Calculation for MOVs, Power Cable Protection Analysis for 480V MCCs, 250V DC Non-1E Main Battery System Protection and Coordination Study, BOP AC Electrical Volt drop, Short Circuit, Fuse Sizing, and TOL Calculations. (2012 - 2013)

THE HOH GROUP, INC.

ARCHITECTS | ENGINEERS



**Florida Power and Light Duane Arnold Energy Center - Palo, IA**

*Senior Electrical Engineer.* Reviewed Conceptual Design Package to support modifications required to implement the DACE FLEX strategies which includes impact modifications for component and document change, preliminary sketches and site drawing markups showing the mobilization and layout plan for new FLEX equipment. Preliminary bill of materials, and Affected Document and Equipment Database List and supporting calculations.

**Metropolitan Water Reclamation District of Greater Chicago Calumet Waste Treatment Facility - Chicago, IL**

*Project Manager.* Designed power distribution system to modify existing 13.2 KV switchgear and 480V motor control centers and coordinated all power requirements with mechanical system design. (2006 - 2008; Construction cost - \$35 million)

**Metropolitan Water Reclamation District of Greater Chicago R&D Building Facility at Stickney Waste Treatment Plant - Cicero, IL**

*Lead Electrical Engineer.* Performed the design to modify existing 480V switchboards motor control and power distribution panels by providing single line diagrams, schematic diagrams and control diagrams. Providing electrical design to modify existing fire alarm systems. Routed power conduits through congested ceiling space. (2005 - 2008; Construction cost - \$30 million)

**Metropolitan Water Reclamation District of Greater Chicago Calumet Waste Treatment Facility Gas Alarm System Replacement - Chicago, IL**

*Electrical Engineer.* Design of existing gas alarm (combustible gas and H<sub>2</sub>S) system in the digester facility including digester tanks 1 through 12, digester gas house, and new waste gas burner as required. The replacement included replacement of existing gas detectors, existing strobe and horn associated with detectors, existing local control panels; the replacement involved bringing of all signals to the existing Distributed Control System (DCS) Foxboro panel in the control room. (2006)

**Capital Development Board Chicago State University Facility Design and Renovation Chicago, IL**

*Project Manager.* Involved with several major projects including a two-phase renovation of several classroom buildings and natatorium, a site improvement project, a project involving extensive renovation and rehabilitation of the existing library, and preparation of a campus-wide signage program. Responsible for managing and providing electrical designs for classroom building renovations and site lighting wiring and fixture design services.

**Capital Development Board Elgin Mental Health Center Facility Design and Renovation - Elgin, IL**

*Project Manager.* Significant infrastructure improvements over several years in separate phases, including new electrical service mains, and other infrastructure improvements.

**Chicago Public Schools Electrical Power, LAN, and Electrical Service Upgrades - Chicago, IL**

*Overall Program Manager.* Responsible for primary managerial contacts with the Managing Architect. Design services included LAN and power system design for LAN for seven schools. Assisted in the completion of the power for LAN design in several power distribution design was completed for many schools and lighting upgrades were also done. Prepared bid documents included specifications and drawings and attending the pre-bid and pre-construction meetings. Once projects moved into the construction phase, supported the process by responding to RFI's, reviewing Change Orders, and conducting project close out duties. (2002 - 2006; Construction cost - \$75 million)

**City Colleges of Chicago Life Safety Program - Chicago, IL**

*Project Manager.* The projects were based at 11 of the City College of Chicago, and include oversight of preparation of engineering and architectural plans for inspection, design, and rehabilitation of Life Safety Program. The work included oversight of fire system inspections, and engineering services for system upgrade, at several College sites: Daley College (main building); Dawson Technical; West Side Learning Center; Malcolm X; Olive-Harvey; South Chicago Learning Center; Truman College (Phase I and II Buildings); Lakeview Learning Center; Harold Washington; Wright College (North Campus); and District Office Building. (2007)



**Chicago Housing Authority Federal Energy Regulatory Commission - Chicago, IL**

*Project Engineer.* Coordinated and managed a study for the CHA at 26 separate sites. The purpose of the study was to distinguish CHA owned equipment from Commonwealth Edison owned equipment. The ultimate aim of the study was to gain approval from FERC for CHA to purchase power from other utilities and resell the power to its tenants. (2008)

**Chicago O'Hare Airport Elevator/Escalator/Moving Walkways Modernization Project - Chicago, IL**

*Project Engineer.* Provided mechanical and electrical design and construction management services to replace elevators, escalators, and moving walks in Terminal T1, T2, T3, T5 and in the ATS Building. The project consisted to bring new electrical feeders from existing electrical rooms located remotely and replacing existing control panels. Also added smoke detectors, sump pumps in pits all in accordance with current CEC, NEC and all applicable NFPA and Federal Codes.

**Chicago O'Hare Airport Commonwealth Edison Network Center, Concourse E/F - Chicago, IL**

*Electrical Engineer.* Installation of three 2500 KVA transformers, extension of electrical service to the transformers from a 34 KV primary source in the aircraft apron area, design of an underground vault from the primary electrical source to the new transformers, and installation of new switches inside and outside the building. (1999-2000)

**Chicago O'Hare Airport Airside/Landside Terminal 1/2 Link - Chicago, IL**

*Project Electrical Engineer.* Provided mechanical and electrical services for the design of the Air/Landside Terminal 1/ Terminal 2 link and new building construction in the south courtyard of Terminal 1. New construction at the Upper Level included food service concessions, bar/restaurant, and an Air/Landside link with a gross area of 17,000 SF. The Mezzanine Level included expansion of the United Airlines Red Carpet Club and new restaurant space totaling 13,000 SF. Provided phased construction plans for the installation of new fan rooms for new air handling units with a return/exhaust fans, kitchen exhaust system, duct work, low temperature water piping, chilled water piping, controls, smoke detectors and heat detectors, supervisory monitoring, and associated electrical systems. The scope of work also included the calculation of cooling and heating loads for sizing and arranging new equipment in new fan rooms and electric rooms which are to be located and designed under this project. (2003-2006)

**Chicago O'Hare Airport Replacement of Air Handling Units - Chicago, IL**

*Project Engineer.* Provided replacement of 46 air handling units serving Terminals 2 and 3 and their associated system equipment at Chicago O'Hare International Airport. Work under this task included phased demolition plans and phased construction plans for the installation of new air handling units with new return/exhaust fans, duct work, low temperature hot water piping, chilled water piping, smoke detectors and heat detectors, supervisory monitoring, and associated electrical systems. The scope of work also included calculating cooling and heating loads to size and arrange new equipment in the available penthouse equipment space. The design implemented new multi-zone air handling units. (1998-2004)

**Chicago O'Hare Airport Upgrade of Public Address System - Chicago, IL**

*Project Engineer.* Provided engineering services for the upgrade/replacement of the existing public address system located in Terminal 2 of Chicago O'Hare International Airport. Provided phased demolition plans and phased construction plans for the installation of new PA system. (1995)

**Chicago O'Hare Airport Apex Toilet Rooms and Store Fronts, Concourse E/F - Chicago, IL**

*Project Electrical Engineer.* Provided electrical design for renovation of existing toilet rooms and new toilet rooms at the apex on Concourses E and F at O'Hare International Airport. Other aspects of this project include detailed design of tenant build-outs in the concourse area and development of a new lighting scheme for the concourse. (2004-2005)

**Cook County Hospital Building Demolition and Utility Relocation - Chicago, IL**

*Electrical Engineer.* Surveyed the existing utility and tunnel systems and reviewed the existing electrical systems for the hospital: developed a staged demolition plan and facility contingency plan; provided preliminary and final design of electrical systems to provide required temporary and permanent electrical services to the buildings identified to remain within the framework of the staged demolition plan (2003 -2005)



**Pontiac Correctional Center Upgrade of Existing Utilities - Pontiac, IL**

*Electrical Engineer.* Provided electrical design for removal of existing supply and return domestic hot water piping and installation of new piping beginning under the power plant and through existing utility tunnels to the East-West Cell House, along with installation of new water softeners, a new hot water chemical treatment system, new insulated domestic hot water supply and hot water return mains, new six-inch cold water backflow preventer, new cold water booster pump, and a reworking of existing cold water backflow preventer. (2003-2005)

**Cook County Maintenance Facility - Des Plaines, IL**

*Senior Project Electrical Engineer.* Provided design for this facility complex which included one office and administrative building and one maintenance facility shop for a total of 60,000 SF. (1995-1997)

**Chicago Transit Authority Skokie Shop Vehicle Maintenance Facility - Skokie, IL**

*Project Electrical Engineer.* Provided electrical engineering work for this 360,000 SF of new and existing areas involved the design of six unit substations. (1995 - 2000; Construction cost - \$117 million)

**Chicago Transit Authority State Street Subway Washington/Randolph Station - Chicago, IL**

*Project Electrical Engineer.* Designed the entire electrical system for the Washington/Randolph Station Rehabilitation project, including power distribution system, lighting and communications system and coordinated CTA and CDOT requirements into the design. (2000 - 2003; Construction cost - \$20 million)

**Chicago Transit Authority Green Line Rehabilitation, Ashland/Lake Station - Chicago, IL**

*Project Electrical Engineer.* Designed the entire electrical system for the Washington/Randolph station rehabilitation project, including power distribution system, lighting and communications system. (1997-1999)

**Elgin Mental Health Center - Elgin, IL**

*Electrical Engineer.* Prepared electrical design for upgrading the central boiler plant including boiler plant layout, new condensate tank and transfer pumps, and new de-aerator. Also developed estimates for equipment quotation, boiler efficiency, cost of labor, and maintenance.

**Illinois Masonic Hospital - Chicago, IL**

*Electrical Project Engineer.* Prepared complete electrical construction documents of electrical lighting, power, grounding, fire alarm systems, monitoring systems, nurse call systems in compliance with all applicable health care codes for ambulatory care units, cardiac labs, IVF genetic labs and operating rooms. Also performed construction management assignment.

**Commonwealth Edison - Chicago, IL**

*Principal Electrical Engineer.* Performed design work on standardized Training Facility Building and Service Buildings of Nuclear Plants at Quad Cities, Byron, Dresden and Braidwood Station.

**Area Headquarters Building of Commonwealth Edison - Northbrook and University Park, IL**

*Principal Electrical Engineer.* Performed design and prepared construction documents and specifications and supervised construction for the client.





## Larry Estrada

### Senior Designer

Larry brings more than 40 years of experience in the structural/mechanical design field, with extensive pre-fab production knowledge covering a wide variety of projects. He has developed structural design drawings for various types of foundations and steel framing, structural steel detailing for industrial, commercial and government buildings and developed conceptual layouts and general arrangement drawings. His experience also includes mechanical design of dust collection and material handling systems including mechanical detailing of various conveyor components, general mechanical design and detailing for various steel mill projects and designed and detailing of stair systems.

#### Years of Experience

40, 17 with HOH

#### Education

A.S.S. Mechanical Design  
Drafting  
Texas State Technical Institute  
Harlingen, TX

#### Skills

AutoCAD  
MicroStation V8i

#### RELEVANT EXPERIENCE

##### **NIPSCO, Dust Collection Platforms - Northwest Indiana**

*Structural Lead Designer* responsible for creating and coordinating construction documents for Dust Collection Platforms for Units 17 and 18.

##### **AreselorMittal USA, Hot Strip Mill Crane Runways - Indiana Harbor, IN**

*Structural Lead Designer* responsible for creating construction documents for Hot Strip Mill Crane Runways 4 and 5.

##### **H.B. Fuller, Dry Powder Plant - Aurora, IL**

*Structural Lead Designer* responsible for development of grout production facility expansion platforms and miscellaneous steel construction drawings.

##### **U.S. Gypsum, Combustible Dust Projects - IL**

*Structural Lead Designer* responsible development of drawings establishing combustible dust hazardous area classifications.

##### **Illinois Department of Transportation, Various Projects - IL**

*Structural Lead Designer* responsible for development of bridge layout plans, sections and details. Other projects include bridge resurfacing layouts and Pump station layout plans and sections.

##### **ThyssenKrupp Steel Cold Rolling Facility Project - Calvert, AL**

*Lead Designer* responsible for development of foundation design drawings from vendor supplied equipment drawings as well as development and coordination of base files used on entire project.

##### **U.S. Gypsum, Various Projects - Various Locations**

*Mechanical Designer* responsible for detailing of various drywall manufacturing machines and material handling systems.

##### **O'Hare Airport Ring Tunnel Project - Chicago, IL**

*Lead Designer* responsible for the replacement details and bills of materials on repair for over 150 different pipe supports for the Ring Tunnel, including coordination of all mechanical upgrades and repairs connected with the structural repair effort.

##### **Metra Chicago Ogilvie Transportation Center Project - Chicago, IL**

Responsible for the design and detailing of the railroad access stair, platform, and hand railing.

##### **Midwest Generation Coal Dust Abatement/Dust Collection Project - Chicago, IL**

Functioned as the Lead Designer/Detailer including design and detail of new coal conveyor skirts, wear plates and hoods utilizing standard details.



**BP - Whiting, IN**

*Structural Lead Designer* responsible for working closely with and in support of civil/structural engineers by performing the following duties: field walkdowns to inspect unit structural framing, equipment, piping, and electrical supports, and foundations, preparation of design documents addressing walkdown recommendations, replacement of structural members or field modification of existing structural members, and maintaining client CAD standards.

**Worthington Industries Green Field Project - IN**

*Mechanical Designer* for the hot dip galvanizing line responsible for equipment locations and small bore piping details.

**National Steel Brown Field Project**

*Mechanical Designer* for the modification of their 72" hot tip galvanizing line which included installation of a new annealing furnace, galvanizing rig, cooling tower and extensive modifications to the exit end of the line while minimizing down time.

**Bethlehem Steel Bar Mill Project**

*Mechanical Designer* assigned to the 11" bar mill improvement including installation of new finishing blocks and associated utility piping.

**Allegheny Steel Hot Strip Mill Building**

*Structural Designer* responsible for creating design drawings for structural steel framing of Hot Strip Mill Building.

**Inland Steel Indiana Harbor - IN**

*Structural Designer* assigned to the 12" and 21" bar mill upgrades. Responsible for production of design drawings for heavy and miscellaneous foundations.

**American Stair - Romeoville, IL**

*Structural Designer.* Performed design and detailing of stair systems to suit client's architectural and structural drawings and specifications, resolved discrepancies between structural and architectural drawings and interfaced with General Contractors, Architects and Structural Engineers. Also functioned as a design reviewer and performed quality control reviews for multiple stair projects. Clients included Showboat Casino, New Boston Garden and Crystal Palace Casino.

**Mid American Engineers - Chicago, IL**

*Structural Designer.* Assigned to various industrial projects for clients who included R. R. Donnelley and Dial Corporation.

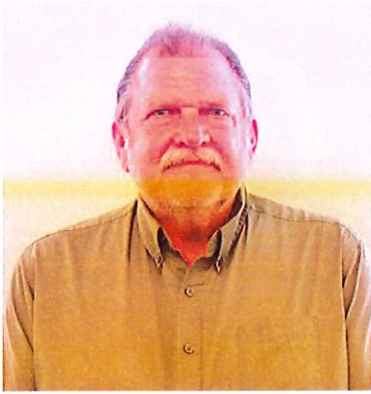
**Tri City Steel - Pharr, TX**

*Steel Detailer.* Assigned to various industrial projects, responsible for detailing beams, columns, miscellaneous framing and bar joists.

**Marathon le Tourneau - Brownsville, TX**

*Structural Designer.* Responsible for developing structure drawings for the fabrication of off shore jack-up oil rigs, including all layouts for machinery locations, machinery foundations, main deck, machinery deck, access platforms and ventilation systems.





## Lou Hruza

### Electrical Designer

Lou Hruza has over 39 years of Electrical, Instrumentation and Controls Design and Project Management experience (20 years with HOH). He has experience in municipal, commercial and industrial facility projects. He is also experienced in AutoCAD and Microstation software as well as all Microsoft Office programs.

#### Years of Experience

39, 20 with HOH

#### RELEVANT EXPERIENCE

##### **Forest Preserve District of Cook County, River Trails Nature Center - Northbrook, IL**

*Senior Designer.* New construction addition consisting of a multi-purpose/lecture room, offices, kitchen, and the renovation of the existing nature center exhibition space. Landscape and site-work including the re-location of an outdoor amphitheater and entry transitional pergola visually merging the existing with the new facilities.

##### **St. Stephen Parish Center, Banquet Hall/Gymnasium, Chicago Archdiocese - Tinley Park, IL**

*Senior Designer.* This \$3 MM project was a building addition at St. Stephen's Parish Center, which included a banquet hall, gymnasium, additional classrooms and site work. HOH completed the design in 2016, provided construction support and completed the project in 2017.

##### **NB Coatings, Various Office & Lab Renovations - Lansing, IL**

*Senior Designer.* This project consisted of the renovation and expansion of the existing administrative offices, including R&D labs and production and testing areas. Guiding concepts of the project include reorganizing the facility to centralize existing parallel operations into common areas, and to encourage greater collaboration with more open office spaces.

##### **Forest Preserve District of Will County, Hadley Valley Operations Station - New Lenox, IL**

*Senior Designer.* HOH provided planning, design and construction inspection services for this Site Development and Maintenance Facility Project. The project consisted of site development and construction of a maintenance building, employee parking lot, fueling station, staging area, material storage bins, and detention pond. It also included coordination to produce a topographical survey and wetland delineation for the site, and soil borings and geotechnical investigations.

##### **The Salvation Army, Annual Parking Lot & Lighting Improvement Program (2010-2020) - Chicago Metro Area, IL**

*Senior Designer.* From 2010 through 2020, HOH provided Planning, Design and Construction Management services to the Salvation Army for various parking lot and facility improvement projects at locations throughout the Chicago Metropolitan area.

##### **ArcelorMittal - East Chicago, IN**

*Senior Designer.* Designed and prepared conduit layouts and plan drawings for the installation of a standby 2500kW diesel generator and associated transfer equipment for use in a continuous casting steel production facility.



**Metropolitan Water Reclamation District of Greater Chicago, McCook Reservoir Office/Maintenance Facility and Conveyor System - Bedford Park, IL**

*Senior Designer.* As part of their McCook Reservoir project, the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) contracted HOH to design an Office and Maintenance Facility complex at the reservoir site in Bedford Park, Illinois. The scope included relocation of a ½ mile segment of the reservoir access road, over a mile of new water and sanitary forcemain for building services, and sanitary forcemain for building services, and sludge line relocation.

**Chicago Department of Aviation, Chicago Midway Airport, Consolidated Rental Car Facility - Chicago, IL**

*Senior Designer.* HOH was selected to design the Consolidated Rental Car Facility (CRCF) at Chicago Midway Airport. The facility included a customer service area, five level parking garage, and quick turnaround area (QTA) for cleaning and fueling of returned vehicles. The facility was designed to handle approximately 300 rentals and 300 returns per hour. The design incorporates many aspects of the US Green Building Council's LEED program, and is LEED Silver Certified.

**Broadway Electric - Chicago, IL**

*Senior Designer.* Prepared electrical engineering services and installation drawings for the entire O'Hare Airport Emergency and Standby Power System. Project consisted of a new Generator building containing (6) six new 4160V, 3500kw Diesel Gensets and a new Switchgear building. The package included lighting plans with emergency lighting, power plans showing electrical equipment locations and HVAC equipment, as well as lighting and receptacle panels. Underground duct runs, building grounding and lightning protection equipment was also detailed.

**Caterpillar, Inc. - Aurora, IL**

*Senior Designer.* Designed and prepared documents and drawings for the installation of a redundant power system incorporating multiple power sources, back-up generation and UPS systems. Worked on the commissioning of the power system.

**Chicago Public Schools - Chicago, IL**

*Senior Designer.* Electrical designer for numerous Chicago Public Schools Capital Improvement Projects. Responsible for the evaluation of existing lighting levels and the design of lighting systems and their required power systems. Other projects included power system upgrades, LAN system design and Emergency generator back-up systems for 12 CPS schools. Extensive field audits were performed to determine existing load and natural gas conditions.

**SMS DEMAG, ThyssenKrupp - Mobile, AL**

*Senior Designer.* Provided electrical design for a new \$3.7 billion dollar high-grade carbon steel and stainless steel production plant. Responsible for the design and layout of power and lighting for the plants electrical substations. Also provided the power, lighting and lightning protection for their \$12 million dollar acid regeneration plant.

**Caterpillar Joliet Plant - Joliet, IL**

*Senior Designer.* Project Director and Lead designer for upgrade to security system. The \$450,000 system replaces the existing Analog system. High definition cameras were installed to provide video surveillance of the parking areas, perimeter, entrances, and high security areas within the facility. A wireless network was designed to reduce costs. A command center was designed with new consoles, video wall, and a credenza area. The new command console included provisions to monitor the existing fire alarm system.





## Myles Lindberg

### BIM Coordinator

Myles is highly experienced with Autodesk Revit, Autodesk AutoCAD, Adobe Photoshop, and Sketch-up Pro. His professional experience includes several building types including, US Postal Facilities, office, computer rooms, parking, historical restoration, and ADA upgrades.

#### Years of Experience

8, 4 with HOH

#### Education

M.A. in Architecture  
Southern Illinois University

B.S. in Architecture  
Judson University

#### Registrations

NCARB Certification

#### Skills

BIM  
Revit  
AutoCAD  
SketchUp  
BlueBeam Revu  
Photoshop  
Microsoft Office  
Lumion Pro

#### RELEVANT EXPERIENCE

##### United States Postal Service Projects, Multiple Locations – IL, WI, IN

*Project Architect.* Projects include the design as well as the repair and alteration of USPS Processing and Distribution plants, Vehicle maintenance facilities, and Retail locations.

##### Chicago Archdiocese, St. Stephen Parish Center, Banquet Hall/Gymnasium - Tinley Park, IL

*Project Architect.* This \$3 million project was a building addition at St. Stephen's Parish Center, which included a banquet hall, gymnasium, additional classrooms and site work. HOH completed the design in 2016, provided construction support and completed the project in 2017.

##### The Salvation Army , Multiple Locations - IL

*Project Architect.* Work includes infrastructure surveys and repairs and alteration to the Salvation Army Facilities within Illinois.

##### Capital Development Board, Chain O'Lakes State Park, Roofing Systems Replacement - Spring Grove, IL

*Project Architect.* The scope of work included replacing approximately 11,000 SF of flat and steep sloped roofing on five different buildings. This included the Park Office, Horse Concession Pump House, Horse Concession Pit Privy, Horse Concession Office, and the Site Residence Garage. Roofing systems include both asphalt laminated shingles and adhered membrane roofs. Work includes partial deck replacement, shingles, underlayment, membrane, insulation, metal edging and flashings. Also included in the work are new painted wood fascia and soffits, metal gutters and downspouts.

##### Capital Development Board, Illinois Beach State Park, Roofing Systems Replacement - Zion, IL

*Project Architect.* At this location, the scope of work provides for work to be completed on two different buildings. This includes the Camp Logan office building in the park's north unit, and a small check-in station (a.k.a. Access Facility) located in the Park's south unit. The design will include replacing the roof on the Access Facility with a new adhered membrane roof, tapered insulation, metal edging, and flashings. The roof on the Camp Logan office building should be cleaned, have minor repairs made, primed and a two-ply elastomeric roof coating installed.

##### PPG Industries, Oak Creek, WI

Work Included an addition to the existing Oak Creek, WI production Plant.



**United States Postal Service, Great Lakes Facility Service Office - Bloomingdale, IL**

Design & Construction Program Manager-Project Manager, responsible for the programming, budgeting, contracting, design and construction of new Postal Facilities, and the remodeling of existing Postal Facilities within the 5 states that comprise the Great Lakes Area.

**Projects include the Main Post Offices and Carrier Annexes**

Bloomington, Valparaiso, McCordsville, Kennard and North Webster Indiana, St. Louis, South Roxanna, Missouri, Grand Rapids, Plymouth, Detroit. Manger for all new Postal Service buildings in several Districts within the 5 states which the Great Lakes Facility Service covers. The current Districts for which I serve as the New Space project Manager are: The Chicago District, the Northern Illinois District, and the Gateway District (St. Louis and all of Missouri, along with and Southern Illinois), the Greater Indiana District (all of Indiana).



## Nick Raskovich

### Director of Projects Management

Senior Project Manager with extensive engineering design and construction management experience in execution of projects in heavy industry, steelmaking, light manufacturing, chemical/petrochemical, power industries and civil construction. Responsibilities include project coordination, supervision, scheduling and cost control. Also responsible for structural engineering design including preparation of design calculations, construction drawings, specifications and cost estimates.

#### Years of Experience

37, 27 with HOH

#### Education

B.S. in Civil Engineering  
Purdue University,  
West Lafayette, IN

#### Memberships

Member, Association of Iron  
and Steel Technology  
Member, American Institute of  
Steel Construction

#### Skills

Coordination of multi-  
disciplined engineering and  
construction projects

Preparation of feasibility  
studies and development of  
appropriation budgets

Analysis of alternatives and  
value engineering

Software skills: Microsoft  
Project, AutoCAD, Word, Excel,  
STAAD

#### RELEVANT EXPERIENCE

##### **H. B. Fuller Construction Products, Dry Powered Plant - Aurora, IL**

*Project Manager* for design of a new manufacturing facility dedicated to high volume production of mortars, grouts and underlayments. Scope of work included multi-disciplined design including process/utilities design, installation engineering, civil and roadway design, fire protection, warehousing and construction administration. (Total Budget: \$20,000,000.00)

##### **Thyssen Krupp Steel USA, HSM Slab Yard Bay 5 Addition - Calvert, AL**

*Project Manager* for design of an addition to an existing slab yard with a new crane runway and an extension of the existing roller table. Scope of work included multi-disciplined design including Roller Table extension, roadways, drainage and construction administration.

##### **EPS, Inc., Tank T-501 and Vent Piping Replacement - Los Angeles, CA**

*Project Manager* for design of a new monomer tank T-501 system and a new over pressurization vent system at the existing paint and coatings production facility complete with process/utilities design, installation engineering and construction administration. (Total Budget: \$1,200,000.00)

##### **ATI, Hot Rolling Processing Facility - Breckenridge, PA**

*Project Manager* for design of a new hot-rolling facility capable of producing a wide range of stainless steel and other specialty alloys at widths exceeding 2,000 mm. Performed as a design-build, scope of work included structural design for all mill buildings and miscellaneous interior facilities including office buildings and electrical rooms and all associated construction administration. (Total Budget: \$1.1 billion)

##### **Thyssen Krupp Steel USA, HSM Slab Yard Bay 4 Addition - Calvert, AL**

*Project Manager* for design of an addition to an existing slab yard with a new crane runway and an extension of the existing roller table. Scope of work included multi-disciplined design including roadways, drainage and construction administration. (Total Budget: \$16,000,000.00)

##### **USG, Ultralight Wallboard - Norfolk, VA**

*Project Manager* for design of process upgrades to an existing production facility aimed at producing a lighter wall board. Scope of work included multi-disciplined design including feasibility studies, cost analysis, equipment evaluation and detailed preliminary engineering design suitable for appropriations and construction administration (Total Budget: \$2,500,000.00)



**Unilever, Kilbourn Energy Center - Chicago, IL**

*Project Manager* for design of a new energy center. Scope of work included multi-disciplined engineering design including architectural and construction administration support. (Total Budget:\$4,000,000.00)

**EPS, Inc., Latex Manufacturing Facility Upgrades - Los Angeles, CA**

*Project Manager* for design of various upgrades for a paint and coatings production facility complete with process/utilities design, office build-out and multi-disciplined engineering design for several process buildings and flammable storage facilities. (Total Budget: \$1,500,000.00)

**Arcelor-Mittal, Coil Inspection Study - Riverdale, IL**

*Project Manager* for a feasibility study for a new coil inspection line at the existing Hot Strip Mill. Scope of work included multi-disciplined design including preparation of cost estimates and evaluation of alternatives.

**Thyssen Krupp Steel USA, Central and Spare Parts Warehouse - Calvert, AL**

*Project Manager* for a detailed material management study to determine plant wide warehousing requirements including all spare parts storage complete with space programming and development of alternatives.

**USG, Ultralight Wallboard - Alliquippa, PA**

*Project Manager* for a detailed design study of process upgrades to an existing production facility aimed at producing a lighter wall board including preparation of detailed appropriations scope and cost estimates.

**Thyssen Krupp Steel USA, Pickling/Tandem Mill - Calvert, AL**

*Project Manager* for design of a new green field cold-rolling facility capable of producing 2.5 million tons of cold strip per year. Scope of work included structural and architectural design for all buildings and all equipment foundations and all associated construction administration. (Part of an \$11.8 billion expansion into North & South American Markets.)

**Thyssen Krupp Steel USA, Continuous Pickling Line - Calvert, AL**

*Project Manager* for design of a new green field cold-rolling facility. Scope of work included structural and architectural design for all buildings and all equipment foundations and all associated construction administration. (Part of an \$11.8 billion expansion into North & South American Markets.)

**Thyssen Krupp Steel USA, Slitting Line and Coil Storage Building - Calvert, AL**

*Project Manager* for design of a new green field slitting line and coil storage facility. Scope of work included structural and architectural design for buildings, all equipment foundations and all associated construction administration. (Part of \$11.8 billion expansion into North & South American Markets.)

**Thyssen Krupp Steel USA, SST1 Coil Storage and Transfer System - Calvert, AL**

*Project Manager* for design of new transfer tunnels, acid tunnels, gantry crane runways and coil storage linking the new hot strip mill with the new cold-rolling facility. Scope of work included design for all structures including equipment foundations and all associated construction administration. (Part of an \$11.8 billion expansion into North & South American Markets.)

**Thyssen Krupp Steel USA, Stainless Mill Heavy Lift Coil Station and Transfer System - Calvert, AL**

*Project Manager* for design of new transfer tunnel connecting the Hot Strip Mill to the Stainless Mill including a coil heavy lift station and all entry end equipment foundations in the Stainless Mill. Scope of work included design for all structures including equipment foundations and associated construction administration. (Part of an \$11.8 billion expansion into North & South American Markets.)

**Thyssen Krupp Steel USA, Substations - Calvert, AL**

*Project Manager* for design of all four substations. Scope of work included multi-disciplined engineering design including design support for power distribution, architectural and construction administration. (Part of an \$11.8 billion expansion into North & South American Markets.)



**Thyssen Krupp Steel USA, Cold Rolling Mill Office Building - Calvert, AL**

*Project Manager* for design of a new office building. Scope of work included multi-disciplined engineering design and architectural services. (Part of an \$11.8 billion expansion into North & South American Markets.)

**Department of General Services, 1869 Pershing Road Building Renovation - Chicago, IL**

*Project Manager* for a complete renovation of a six story building complete with all new infrastructure, security and fire protection to house the Board of Elections for Cook County and function as a central storage warehouse for the City of Chicago. Scope of work included multi-disciplined engineering and architectural design, construction administration and start-up assistance. (Total Budget: \$30,000,000.00)

**EPS, Inc., Latex Manufacturing Facility - Williamsport, MD**

*Project Manager* for design of a new latex production facility complete with process/utilities design and installation engineering for all new buildings, process facilities and storage of flammables. (Total Budget: \$11,000,000.00)

**Midwest Generation, Dust Control and Mitigation - Chicago, IL**

*Project Manager* for design of all new material containment and dust control systems at coal conveying transfer points at Fisk, Powerton, Joliet and Will Co. generating stations including installation engineering for all new ductwork and associated equipment including electrical/ control. (Total Budget: \$30,000,000.00)

**Chicago Public Schools, Neal F. Simeon Career Academy - Chicago, IL**

*Lead Structural Engineer* for the design of a multistory school building structure containing an auditorium, library, laboratories, various shops, garages and miscellaneous facilities. (Total Budget: \$45,000,000.00)

**EPS, Inc., Latex Manufacturing Facility - Marengo, IL**

*Project Manager* for design of a new process addition to a latex production facility complete with installation and process design for one 8,000 gal. reactor system including new buildings and all associated process facilities. (Total Budget: \$3,500,000.00)

**Rouge Steel, Waste Oxide Reclamation Facility - Dearborn, MI**

*Project Manager* for design of a new process and all associated process utilities including feasibility assessment, demand studies, cost estimates and evaluation of alternatives.

**McWhorter Technologies, Pilot Plant - Carpentersville, IL**

*Project Manager* for design of a new chemical process scale-up facility containing five complete reactor systems. Scope of work included multi-disciplined design including process/utilities design, preliminary engineering, evaluations of alternatives, preparation of appropriation packages and construction administration. (Total Budget: \$4,000,000.00)

**LTV Steel Corp., Indiana Harbor Works, No. 1 Continuous Galvanizing Line Quench System - East Chicago, IN**

*Lead Structural Engineer* for design of a new post pot vertical air quench system including all ductwork.

**Bethlehem Steel Corp., Hydrocyclone/Classifier Building Upgrade - Chesterton, IN**

*Lead Structural Engineer* for a complete redesign and upgrade of an existing building with a building addition to house new equipment.

**North Star BHP Steel Co., Tundish Tiler - Delta, OH**

*Project Manager and Lead Structural Engineer* for a complete redesign and upgrade of the existing equipment to eliminate recurring maintenance problems and minimize downtime.

**National Steel Corp. Midwest Steel Division, Electrolytic Tinning Line - Portage, IN**

*Lead Project Engineer* for design of a multilevel steel support structure for complete replacement of the entire existing Electrolytic Tinning Line. Structure was redesigned to all fully bolted connections to allow for future replacement of individual structural components. (Total Budget: \$15,000,000.00)



**G. D. Searle, Pilot Plant - Skokie, IL**

*Project Manager* for design of multiple plant upgrade projects in the Pilot Plant and associated process facilities primarily involving installation engineering for new process equipment.

**Bethlehem Steel Corp., Solid Waste Management Facilities - Chesterton, IN**

*Lead Project Engineer* for design of multiple new steel, concrete and masonry structures including various types of process buildings, tunnels, retaining walls, tanks and containment pits. (Total Budget: \$25,000,000.00)

**Rouge Steel, Hot DRI Charing Facility - Dearborn, MI**

*Project Manager* for a detailed feasibility study, concept development, preparation of performance specifications and coordination of equipment suppliers complete with cost/bid analysis, and equipment evaluation.

**Bethlehem Steel Corp., VCP-O Vacuum Degassing System - Chesterton, IN**

*Project Manager* for complete redesign, upgrade and replacement of the existing vessel hoist system including controls design, performance testing, construction management and start-up assistance. (Total Budget: \$5,000,000.00)

**Amoco Oil Company, MEK Filter Facility - Whiting, IN**

*Project Manager* for design of a new processing facility following an explosion and fire. Scope of work included multi-disciplined engineering design including equipment evaluation, coordination of equipment suppliers, cost/bid analysis and construction management.

**Luria Brothers and Co., Scrap Yard Upgrades - Burns Harbor, IN**

*Project Manager* for design of multiple plant upgrades to increase production capacity of existing facilities including a new 10,000 square foot maintenance facility and new truck and railcar scales. Scope of work included multi-disciplined engineering design including architectural and construction administration. (Total Budget: \$2,500,000.00)

**Rhone - Poulenc Basic Chemical Co., Acid Processing Plant - Hammond, IN**

On loan to Rhone-Poulenc as project coordinator responsible for review of capital projects, feasibility studies, appropriations, equipment/services procurement, project implementation, construction management services and start-up.

**Inland Steel Co., No. 7 Blast Furnace - East Chicago, IN**

*Project Manager* for design of a 500,000 CFM Cast House dust collection system. Scope of work included multi-disciplined engineering design of the emission control system and all auxiliary systems including feasibility studies, cost analysis, equipment evaluation and construction administration. (Total Budget: \$12,500,000.00)

**Reed Minerals Div., Slag Processing Plant - Niles, OH**

*Project Manager* for design of a new slag processing plant including an initial feasibility study, evaluations of alternatives, preparation of appropriation packages, construction management and start-up assistance. (Total Budget: \$6,500,000.00)

**Keil Chemicals, Ferro Corp., Spill/Emissions Containment - Hammond, IN**

On loan to Keil Chemicals as project coordinator responsible for a number of environmental projects including feasibility studies, preparation of appropriation packages and construction management services.

**Safetyclean, Used Oil Re-refinery - East Chicago, IN**

*Lead Structural Engineer* for design of a multistory office/administration building, a two story laboratory, a testing/research facility and a storage warehouse.

**Breslube, Used Oil Re-refinery - East Chicago, IN**

*Lead Structural Engineer* for design of numerous multistory process facilities, tanks, vessels and equipment support structures and shoreline protection including sheet piling dock and associated retaining walls.

**Reed Minerals Division, Slag Processing Plant - Gary, IN**

*Project Manager* for design of a new slag processing plant including an initial feasibility study, evaluations of alternatives, preparation of appropriation packages, construction management and start-up assistance.  
(Total Budget: \$8,500,000.00)

**Acme Steel Company, BOF Facility - Riverdale, IL**

*Project Manager and Lead Structural Engineer* for a complete redesign and upgrade of existing BOF buildings, crane runways and mill cranes in the teeming/hot metal aisles to obtain a 40% increase in ladle capacity.

**Acme Steel Company, Soaking Pits - Riverdale, IL**

*Project Manager and Lead Structural Engineer* for repairs and upgrade of the existing Soaking Pit mill building and crane runways to reduce excessive building sidesway for safety reasons and to improve crane performance.

**Amoco Oil Company, FCU 500 Upgrade - Whiting, IN**

*Project Manager and Lead Structural Engineer* for design of upgrades to the existing cat cracker process support structures to accommodate all new equipment, vessels and process piping.

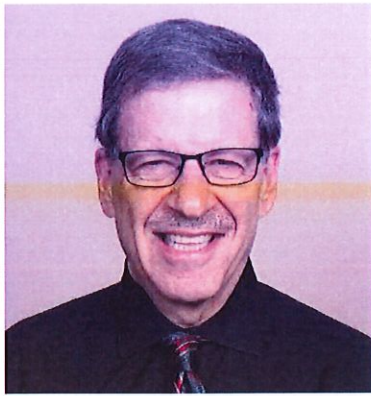
**USX Gary Works, No. 6 Blast Furnace - Gary, IN**

*Project Manager and Lead Structural Engineer* for complete installation engineering for retrofit of the existing Blast Furnace No. 6 skip incline and its support foundations and all required repairs of the furnace shell.

**Acme Steel Company, BOF Shop - Riverdale, IL**

*Project Manager and Lead Structural Engineer* for redesign of upgrades to increase the capacity of existing Scrap Charging cranes and crane runways complete with structural inspections and construction administration.





## Nolan Kaplan, PE

### Director of Mechanical and Process Engineering

Nolan is responsible for supervision of mechanical and process engineering activities for The HOH Group, Inc. His previous positions have included Chief Engineer, Production Manager, Chief Mechanical Engineer, Project Engineering Manager, and Supervising Mechanical Engineer. He has over forty-five years of project engineering and mechanical engineering experience with industrial, pharmaceutical, and manufacturing projects including greenfield and renovation projects with emphasis on capital projects including the design, specification, purchase and installation of production equipment and associated infrastructure. His expertise includes machine design, pumps and fluid systems, fire protection, stress analysis, structural steel design, compressed air systems, hydraulics, wastewater treatment equipment, heat exchangers both shell and tube and plate and frame, chilled water systems, cooling towers, package boilers, pressure vessel design to ASME Section VIII, piping and pipe support design.

#### Years of Experience

47, 4 with HOH

#### Education

M.A. in Project Management  
Keller Graduate School of  
Business  
B.S. in Mechanical Engineering,  
Drexel University  
Philadelphia, PA

#### Registrations

Professional Engineer- IL  
062-043667  
Professional Engineer- PA  
PE-31594-E  
Professional Engineer- NE  
E-6721  
Professional Engineer- IA  
P24446  
Professional Engineer- IN  
PE11700593  
Professional Engineer- WI  
46544-6  
Professional Engineer- AL  
36976  
Professional Engineer- CA  
M-38904  
Professional Engineer- Wash.  
58162  
Professional Engineer- HI  
PE-18188

#### Affiliations

ASME, Member  
AIST, Member

#### RELEVANT EXPERIENCE

##### **Milwaukee Public Schools, HVAC Design Services - Milwaukee, WI**

*Project Manager.* This project included Architecture and Engineering design services for the installation of air conditioning at two schools that previously had no air conditioning. Scope of work included survey of existing power, gas, heating and ventilation systems, drawings for permit, construction management services and prepared detailed design drawings and specifications for new gas fired packaged rooftop unit installations. Also included in the scope was the integration of the new HVAC upgrades with the existing controls systems in each building, performing all work in accordance with the latest adopted building codes by the AHJ.

##### **Chicago Archdiocese, St. Stephen Parish Center, Banquet Hall/Gymnasium - Tinley Park, IL**

*Project Manager.* This \$3 million project was a building addition at St. Stephen's Parish Center, which included a banquet hall, gymnasium, additional classrooms and site work. HOH completed the design in 2016, provided construction support and completed the project in 2017.

##### **NB Coatings, Various Office & Lab Renovations - Lansing, IL**

*Project Manager.* This project consisted of the renovation and expansion of the existing administrative offices, including R&D labs and production and testing areas. Guiding concepts of the project include reorganizing the facility to centralize existing parallel operations into common areas, and to encourage greater collaboration with more open office spaces.

##### **Cook County Forest Preserve District, HVAC Upgrades - Cook County, IL**

*Project Manager* for a two-part project. The first part was to evaluate the existing HVAC systems at 17 existing Forest Preserve District Golf Course buildings and recommend repair or replacement. The second part was to redesign new HVAC equipment for six (6) existing facilities. The scope included detailed design and specification for new equipment and construction support with submittal and RFI review.



**The Habitat Company, 400 E. Randolph St. - Chicago, IL**

*Project Manager* for replacement of three existing water chillers with two new high efficiency chillers for a high-rise condominium building. The scope included detailed design and specifications for new equipment and construction support with weekly construction progress meetings, submittal and RFI review.

**Illinois Department of Transportation, Storm Water Pump Station No. 25, 95th & Harlem Avenues - Bridgeview, IL**

*Project Manager* for a 25,000 GPM storm water pump station using submersible pumps. Coordinated structural, electrical, and architectural design for the concrete superstructure and wet well. Included a mechanically cleaned bar screen, a first for IDOT.

**Metra, 14th St. Refueling Facility - Chicago, IL**

*Project Manager* for new refueling piping, supports, valves, and connections to the existing pumps and storage tanks. Also included were piping for lubricating and journal oil the piping is located aboveground, is double containment with insulation and heat tracing. A pipe stress analysis was performed to qualify the piping and develop pipe support loads for the support design.

**Metra, Kensington Yard Air Compressor Upgrade - Chicago, IL**

*Project Manager* for replacement of three existing air compressors with two more efficient units together with a desiccant dryer, air receiver, electrical power and controls, and ductwork.

**Metra, LaSalle St. Station Computer Room HVAC Upgrade - Chicago, IL**

*Project Manager* for improving cooling for a converted locker room now being used as a server and telecom room at Metra's LaSalle St. Station. Scope included new Air Handling units, ductwork, and controls, a new clean agent fire protection system, architectural modifications including a new roof, window alterations and a new ceiling.

**Metra, 547 W. Jackson Stairway Code Upgrade - Chicago, IL**

*Project Manager* for improving the fire rating of the stair towers in Metra's headquarters building located at 547 W. Jackson Blvd. in Chicago. Work included relocating doors, walkways, removing fire hoses, changing standpipe valves, adding sprinklers, and changing door hardware.

**Metra, 547 W. Jackson Domestic Water Pump Replacement - Chicago, IL**

*Project Manager* for replacing existing Domestic Water Pumps with new, VFD controlled and powered pumps. Scope included controls, architectural work including repairing leaking structural elements, electrical power.





## Peter Leonard, PE

### Manager of Electrical Engineering

Peter has more than 33 years of engineering experience in the coordination, supervision and implementation of engineering design projects for electrical utility, municipal and industrial process facilities. His extensive experience encompasses power system design and analysis, power generation, electrical wiring and physical design, Programmable Logic Controller (PLC) programming, material handling, control panel design and fabrication and engineering studies. His background includes field experience in these areas. Responsibilities include project engineering for the preparation and development of contract documents, including construction drawings, calculations and related computer applications, specifications and estimates.

#### Years of Experience

35, 24 with HOH

#### Education

B.S. in Electrical Engineering,  
Illinois Institute of Technology

#### Registrations

Professional Engineer- IL  
062-047627, 1992  
Professional Engineer- IN  
19600356, 1996  
Professional Engineer- MI  
58002, 1996  
Professional Engineer- LA  
30951, 2020  
Professional Engineer- VA  
0402-041725, 2005  
Professional Engineer- AL  
29493, 2008  
Professional Engineer- TX  
116353, 2014  
Professional Engineer- OK  
28239, 2015  
Professional Engineer- WI  
44933-3, 2016

#### Affiliations

Institute of Electrical and  
Electronics Engineers  
Consulting Electrical Engineers

#### RELEVANT EXPERIENCE

##### **Chicago Archdiocese, St. Stephen Parish Center, Banquet Hall/Gymnasium - Tinley Park, IL**

*Senior Staff Engineer.* This \$3 MM project was a building addition at St. Stephen's Parish Center, which included a banquet hall, gymnasium, additional classrooms and site work. HOH completed the design in 2016, provided construction support and completed the project in 2017.

##### **NB Coatings, Various Office & Lab Renovations - Lansing, IL**

*Senior Staff Engineer.* This project consisted of the renovation and expansion of the existing administrative offices, including R&D labs and production and testing areas. Guiding concepts of the project include reorganizing the facility to centralize existing parallel operations into common areas, and to encourage greater collaboration with more open office spaces.

##### **Forest Preserve District of Will County, Hadley Valley Operations Station - New Lenox, IL**

HOH provided planning, design and construction inspection services for this Site Development and Maintenance Facility Project. The project consisted of site development and construction of a maintenance building, employee parking lot, fueling station, staging area, material storage bins, and detention pond. It also included coordination to produce a topographical survey and wetland delineation for the site, and soil borings and geotechnical investigations.

##### **The Salvation Army, Annual Parking Lot & Lighting Improvement Program (2010-2020) - Chicago Metro Area, IL**

*Senior Staff Engineer.* From 2010 through 2020, HOH provided Planning, Design and Construction Management services to the Salvation Army for various parking lot and facility improvement projects at locations throughout the Chicago Metropolitan area.

##### **Arcelor-Mittal - East Chicago, IN**

*Senior Staff Engineer.* Prepared contract plans and specifications for the installation of a standby 2500kW diesel generator and associated transfer equipment for use in a continuous casting steel production facility.



**Metropolitan Water Reclamation District of Greater Chicago, McCook Reservoir Office/Maintenance Facility and Conveyor System - Bedford Park, IL**

*Senior Staff Engineer.* As part of their McCook Reservoir project, the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) contracted HOH to design an Office and Maintenance Facility complex at the reservoir site in Bedford Park, Illinois. The scope included relocation of a ½ mile segment of the reservoir access road, over a mile of new water and sanitary forcemain for building services, and sanitary forcemain for building services, and sludge line relocation.

**Chicago Department of Aviation, Chicago Midway Airport, Consolidated Rental Car Facility - Chicago, IL**

*Engineer of Record.* HOH was selected to design the Consolidated Rental Car Facility (CRCF) at Chicago Midway Airport. The facility included a customer service area, five level parking garage, and quick turnaround area (QTA) for cleaning and fueling of returned vehicles. The facility was designed to handle approximately 300 rentals and 300 returns per hour. The design incorporates many aspects of the US Green Building Council's LEED program, and is LEED Silver Certified.

**Caterpillar, Inc. - Aurora, IL**

*Senior Staff Engineer.* Designed a redundant power system incorporating multiple power sources, back-up generation and UPS systems. Prepared load flow, short-circuit, coordination and arc flash studies. Assisted in commissioning the power system.

**Northern Indiana Public Service Company - Chesterton, IN**

*Senior Staff Engineer.* Performed plan reviews for the installation of an automatic voltage regulator at Bailly Generating Station Unit 7.

**LTV Steel Company - East Chicago, IN**

*Senior Staff Engineer.* Indiana Harbor Works. Turbine-Generator #8 – Prepared contract documents for the complete installation of a 40 MW turbine generator, its control systems and auxiliaries. Designed generator system protective relaying and load dispatcher controls. Reviewed equipment drawings. Assisted in start-up, testing, troubleshooting and commissioning of the new generator installation.

**United States Gypsum - FL and TX**

*Engineer of Record.* As part of a multi-disciplined team, prepared engineering studies for the classification of hazardous areas, and the mitigation of such hazards, for the Jacksonville, FL and Galena Park, TX facilities.

**United States Gypsum - Various Locations, U.S.**

*Engineer of Record.* Prepared short-circuit, relay coordination and arc flash studies for twelve (12) United States Gypsum facilities. Provided recommendations for mitigating short-circuit over-duty.

**H.B. Fuller Construction Products - Aurora, IL**

*Engineer of Record.* Prepared contract plans and specifications for the design of a dry powder production facility. Designed a 480V power distribution system, including service entrance switchgear and motor control centers, site and equipment grounding, normal and emergency egress lighting, exit signage and HVAC systems. In support of the aforementioned activities, load flow, short-circuit, breaker coordination, arc flash and photometric calculations were performed as well as securing a new service entrance agreement with Commonwealth Edison.

**The 400 Condominium Association - Chicago, IL**

*Engineer of Record.* Prepared contract plans and specifications for the replacement of chiller systems for a high rise building at 400 E. Randolph St., Chicago, IL.

**Metra - Chicago, IL**

*Engineer of Record.* Prepared contract plans and specifications to relocate electrical equipment and to add normal and emergency egress lighting over existing railroad tracks at Millennium Station in downtown Chicago, IL. In support of these activities, I gathered existing equipment information and prepared photometric calculations.



**NB Coatings - Lansing, IL**

*Engineer of Record.* Prepared contract plans and specifications for the addition of multiple paint spraying facilities for NB Coatings, Lansing, IL. In support of these activities, I evaluated Hazardous Area Classifications in accordance with National Fire Protection Association standards and evaluated whether the existing power system could support additional loading.

**NiSource - Merrillville, IN**

*Senior Staff Engineer.* Prepared an engineering study to evaluate emergency, legally required standby, and essential services electrical generation at the headquarters building of NiSource, Merrillville, IN. Options to upgrade these systems with minimum downtime were provided.

**Crown Cork and Seal - Asia**

*Senior Staff Engineer.* Designed medium and low voltage power distribution systems for seven (7) Crown Cork and Seal can manufacturing facilities located in China, Malaysia and Cambodia. Prepared single line diagrams, load flow, short-circuit, coordination and arc-flash studies.

**Arcelor-Mittal - Calvert, AL**

*Engineer of Record.* Designed power distribution systems for a steel slab storage yard. Prepared contract plans and specifications for the installation of a 3000kVA, double-ended, secondary unit substation, underground duct banks, feeders to collector rails, grounding and lighting systems. Prepared load flow, short-circuit, breaker coordination, arc-flash and photometric studies in support of the aforementioned design.

**Chicago Department of General Services - Chicago, IL**

*Engineer of Record.* Prepared contract plans and specifications for the rehabilitation of an existing 630,000 square foot warehouse facility. Designed low voltage power, emergency power and lighting systems. Performed load flow, short-circuit, breaker coordination, arc-flash and photometric studies in support of the aforementioned designs.

**Chicago Department of Aviation - Chicago, IL**

*Senior Staff Engineer.* Performed review of roadway lighting and underground utility designs for the Johnson Road project.

**Argo Terminal Company - Chicago, IL**

*Engineer of Record* for an infrastructure upgrade of a truck and rail yard facility. Designed 2.4kV overhead distribution, low voltage distribution, parking area lighting, CCTV and truck heating stations.

**Illinois Department of Transportation - Schaumburg, IL**

*Engineer of Record.* Illinois Route 53 Lighting Improvements – Prepared high-mast lighting plans, lighting removal plans, fiber optic layout, single line diagrams and voltage drop calculations.

**Illinois Department of Transportation - Schaumburg, IL**

*Engineer of Record.* Illinois Route 394 Lighting Improvements – Prepared phased construction plans for temporary and proposed lighting, single line diagrams and voltage drop calculations.

**Steel Dynamics Inc. - Butler, IN**

*Senior Engineer.* Designed a fiber optic communications network for a mini-mill steel production facility.

**Cook County Office of Capital Planning - Chicago, IL**

*Engineer of Record.* Cook County Jail Division 5 & 6 Security System Upgrade, Chicago, Illinois - Prepared construction documents for the rehabilitation of access control systems, video surveillance, audio and intercom systems.

**Bethlehem Steel Co. - Burns Harbor, IN**

*Staff Engineer.* Reclamation Service Building MCC Addition – Performed study to determine additional loading capacity on existing MCCs and to provide recommendations on how additional MCCs can be powered. Prepared physical and wiring designs for MCC addition and expansion.



**National Steel, Midwest Division - Portage, IN**

*Staff Engineer.* Prepared short-circuit and relay coordination studies for several substations.

**National Steel, Midwest Division - Portage, IN**

*Staff Engineer.* Prepared wiring, schematic and physical drawings for the complete installation of a 480V unit substation. Reviewed equipment drawings.

**LTV Steel Company - East Chicago, IN**

*Senior Engineer.* Indiana Harbor Works. Turbine-Generator #8 – Prepared contract documents for the complete installation of a 40 MW turbine generator, its control systems and auxiliaries. Designed generator system protective relaying and load dispatcher controls. Reviewed equipment drawings. Assisted in start-up, testing, troubleshooting and commissioning of the new generator installation.

**Chicago Department of Transportation, 100th Street Bascule Bridge - Chicago, IL**

*Engineer of Record.* 100th Street Bascule Bridge over the Calumet River in Chicago, Illinois. Prepared contract plans and specifications for the design of a redundant power system for bridge operation.

**Chicago Department of Transportation, Torrence Ave. Vertical Lift Bridge - Chicago, IL**

*Engineer of Record.* Torrence Avenue Vertical Lift Bridge, Chicago, Illinois. Supervised the preparation of contract documents for the rehabilitation of bridge operating systems. Designed main and reserve power systems, a redundant power synchro-tie system for span leveling, a relay logic control system, grounding, lightning protection, aviation, navigation and facilities lighting, operator control stations, physical plans and wiring.

**Chicago Department of Transportation, Cermak Bridge Rehabilitation - Chicago, IL**

*Senior Engineer.* Cermak Road Bridge Rehabilitation. Reviewed plans by others, inspected electrical rehabilitation and reviewed electrical equipment specifications.

**Illinois State Toll Highway Authority, Roadway Lighting Design - Downers Grove, IL**

*Senior Engineer.* Performed roadway lighting design for the Plaza 29 (Touhy Ave) I-Pass project. Prepared plans and calculations for express lane, roadway, plaza and ramp lighting, rewiring of the mainline plaza to accommodate I-Pass equipment and the electrical design for the upgrade of the plaza control and maintenance buildings.

**Chicago Public Schools, Lighting Upgrades - Chicago, IL**

*Senior Engineer.* Chicago Public Schools Capital Improvement Program Lighting Upgrades - Evaluated existing lighting levels. Designed lighting and emergency power systems with the intent to minimize overall construction costs.

**DuPage County DOT, Roadway Lighting - Wheaton, IL**

*Senior Engineer.* Performed roadway lighting design for New Bilter Road in DuPage County for the DuPage County Division of Transportation.





## Robert Giurato, PE

### QA/QC Engineer | Senior Civil Engineer

Robert has over 49 years of experience in the Civil Engineering profession. He has worked on projects for ISTHA, IDOT, the City of Chicago, and numerous suburban municipalities. He's also provided civil engineering leadership/management, planning and design on numerous Interstates, Arterials, and Rural highways throughout the State of Illinois and is highly experienced in geometrics design and has knowledge of the IDOT BDE Manual, ISTHA Design Criteria, CDOT Design Criteria and AASHTO Green Book.

#### Years of Experience

49, 7 with HOH

#### Education

B.S. in Civil Engineering,  
University of Illinois - Urbana

#### Registrations

Licensed Professional Engineer  
PE- IL: 062-35124, 1977  
PE- OH: 64404, 2000  
PE- WI: 34164-006, 2000

#### Affiliations

Member, NSPE  
Member, ISPE

#### RELEVANT EXPERIENCE

##### **Illinois Department of Transportation, District 1, IL 132 / US 41 Interchange, UPRR bridge over IL 132 - Gurnee, IL**

*Senior Design Engineer.* Phase II design for removal and replacement of UPRR bridge over IL 132, a shoofly bridge (requiring 1,000' of rail realignment). Scope also included roadway widening along IL 132 (4/5 lane CC) and reconfiguration of adjacent interchange with US 41. Design elements included pavement design, grading, ditches, storm sewer, retaining walls, paving and utility (sewer, water) installations and relocations. Design includes local and state permitting requirements. CCost-\$25M (est). Build year-2018.

##### **Illinois Department of Transportation, District 1, IL 43 (Harlem Avenue) / US 12/20 (95th Street) Interchange - Cook County, IL**

*Senior Design Engineer.* Phase II design required for reconfiguration of the 95th St and Harlem Avenue Interchange, from a full cloverleaf interchange to a modified diamond with outer loops. Included over one mile of reconstruction and widening on IL 43 (5/6 lane divided pcc pavement) and US 12/20 (4/5 lane divided pcc pavement), and 2.5 miles of ramps (2/3 lane pcc pavement). Civil Design includes roadway design, Interchange Design Study, grading, drainage and detention facilities, erosion control, pavement jointing, barrier warrant analysis, maintenance of traffic, signing & striping, land acquisition, utilities, quantities and cross sections. Design includes complicated construction sequence consisting of 8 stages of construction and MOT, with temp pavement and ramps. CC-\$15 M. Build year-2018(est)

##### **Illinois State Toll Highway Authority, I-294 Roadway & Bridge Rehabilitation, MP 40.0 (Balmoral Ave.) to MP 52.9 (Lake Cook Rd.) - Cook County, IL**

*Project Engineer.* Phase I Concept, Phase II Design for I-294, from MP 40-52.9 including rehabilitation of ~ 26 miles of mainline and ramp pavement (ranging from 4-6 mainline lanes), 43 bridges (including 2 bridges over UPRR railroads), 10 retaining/noise walls, drainage, lighting and ITS work, and permits. The Scope included making a Concept Report which required 2 months of field inspection time, a 3,150 page Concept Report, and 800+ Page Final Plan Sheets. In addition, permits were required from IDOT, 5 local municipalities, and Cook and Lake County. The original project schedule of 10 months was reduced to 4 months so project management and coordination, and team correlation (7 subs on project) was critical. Construction Cost - \$20+ Million. Build year - 2018 (est).



**Illinois Department of Transportation, District 1, Strategic Regional Arterial Subset 3 - Chicago, IL**

*Phase I Corridor Manager* responsible for managing 2 of the SRA-3 corridors and orchestrated the concepts design analysis to preserve appropriate right-of-way to enhance transit opportunities, capacity, and operations for these roads to serve the northeastern Illinois region beyond the year 2010. The result of the study of this corridor was a technical report outlining the proposed alignment for the route throughout the numerous communities it traverses. This project also required public meetings to inform local officials of the proposed concepts. 1993-1996

**Illinois Department of Transportation, District 1, Strategic Regional Arterial Subset 3 - Chicago, IL**

*Phase I Project Manager* responsible for rehabilitation studies and location drainage study for two miles of Interstate and two miles of suburban freeway. Responsible for geometric studies, drainage analysis, and interchange design studies. The result of the Phase 1 study was the recommendation for a Collector-Distributor on Southbound Interstate 55. 1990-1992

**Illinois Department of Transportation, District 1, Illinois Rte. 394 from I-60/94 to Sauk Trail Road, Location/Design Study - Cook County, IL**

*Phase I Project Engineer* for a Phase I Categorical Exclusion project to repair and resurfacing of 6.3 miles of IL Rte. 394 from I80/94 to Sauk Trail Road. The work included superelevation improvements, intersection improvements, five bridge condition reports, widening the Glenwood-Dyer Road Bridge to provide left turn lanes, ramp terminal improvements at the U.S. 30 interchange and capacity analyses at the IL 394/Sauk Trail Road Intersection. Cost- \$10M. 1986-1990

**Illinois Department of Transportation, District 1, US 41 at Illinois Route 132 - Gurnee, IL**

*Phase I Project Engineer* of three miles of arterial highway in Lake County Illinois. The study resulted in a Preliminary design report recommending the ultimate design of the improvement of this corridor. In Phase 1 traffic volumes, accident data, existing geometrics, interchange design studies, existing right-of-way as well as future population growth of the area were considered before the Phase 1 reports were completed. Public Hearings were held in local facilities to acquire input before recommendations were finalized. 1980-1991

**FTA-PMOC, Charlotte Area Blue Line Extension - Charlotte, NC**

*Phase I/II Task Order Manager* for the Project Management Oversight of the Charlotte Area Transit System Blue Line Extension, a 9.4 mile light rail system that will service the Northeast area of Charlotte, NC. Responsibilities include oversight of the Design and Construction activities and includes reviews and Report Writing related to the Full Funding grant Application, New Starts submittals, Plans, Estimates, Schedules, Funding, Environmental Impact Statements, Safety and Security Issues, Third Party Agreements, and other ancillary activities. The reporting was to the Federal Transit Administration. The project has an estimated Revenue Service Date of November 2016. Estimated Construction Cost - \$973M, 2010- 2012

**Bi-State Development Agency, St. Clair AA/DEIS Light Rail Study - St. Clair County, IL**

*Phase I Project Manager* responsible for scoping, preliminary definition of alternates, development of alternatives, analysis methodologies, final definition of alternatives, analysis and comparison of alternates, and draft environmental impact preparation for the study of future light rail system. Estimated construction cost was \$300M, 1991

**Illinois Department of Transportation, District 1, Illinois Route 22, US 45 to US 41 - Lake County, IL**

*Phase I Sr. Civil Designer* for five miles of arterial highway. The study eventual resulted in a Preliminary design report recommending the ultimate design of the improvement of this corridor. In the Phase 1 traffic volumes, accident data, existing geometrics, existing right-of-way as well as future population growth of the area were considered before the Phase 1 reports were finalized. Public Hearings were held in local facilities to acquire input before the recommendations were completed. 1980-1985

**Metra Northwest Line Rail Improvement - Chicago, IL**

*Phase II Project Engineer* in charge of the vertical profile design as a part of the overall redesign of more than five miles of the Metra Northwest commuter line in the years 1989 through 1992. Project scope included accounting for the new required clearances for motorized vehicles on the dozen streets that pass under this rail line. Responsibilities involved extensive field walks to check out existing situations, traffic control, quantity takeoff, specifications, and project meetings. Estimated Construction Cost was \$220M.





### Years of Experience

33, 1 with HOH

### Education

M.S. in Civil/Structural Engineer  
University of Florence  
Wayne State University  
Detroit, MI

M.S. in Civil/Structural Engineer  
University of Florence  
Florence, Italy

### Registrations

Professional Engineer- IL  
Professional Engineer- WI  
Professional Engineer- MI

### Affiliations

Member:  
American Society of Civil  
Engineers  
American Institute of Steel  
Construction

## Robert Ngeah, PE

### Lead Bridge Inspection Engineer

Mr. Negeah has 24+ years experience leading engineering teams, performing structural design, and conducting construction inspection. He led a team which conducted inspection of the Ponte Di Mezzo Bridge in Tuscany, Italy during construction and commissioning including a full-scale load test. As senior engineer he performed structural engineering of steel and concrete structures for electric power plants including coal handling facilities, flue gas ductwork, lime slurry buildings, turbine and boiler buildings, and precipitator supports. Robert has used state of the art computer software in structural analysis and design, coordinated and supervised the work of team members and has performed inspection of existing facilities. He also authored reports for nuclear plant facilities and performed structural engineering design work under 10CFR50 QA Procedures.

### RELEVANT EXPERIENCE

#### Wolf Point Engineers and Contractors/NAFCO

*Consultant.* Perform as project engineer for the design of structural steel and cast-in-place concrete to support conveyor system fabrication and construction. Structural systems typically include steel towers, foundation and equipment supports. Review and approve design calculations and specifications. Coordinate structural design activities with other engineering disciplines as well as outside contractors. Perform design and constructability reviews ensuring designs are within budget and that designs are in accordance with applicable codes, standards and specifications. Review of shop and equipment drawings for compliance with engineering documents.

#### Amec Foster Wheeler

*Consultant.* Perform as lead structural engineer in preparing structural design packages on various nuclear power plant projects. Coordinate and manage tasks including presenting solutions to clients and review of shop drawings. Evaluate, analyze and design structural systems for loads consistent with original design specification plus new loads. Analysis typically include static and dynamic analysis.

#### ELFI Building Systems & Solutions

*Consultant.* Perform scheduling, estimates, analysis and design calculation, including writing specifications for building systems. Analysis and design typically include loadings, roof trusses, wall and roof panel systems. Occasionally, perform site visit to verify whether or not the structural work is being carried out in general conformance with design intent.

#### Amec Foster Wheeler

*Senior Structural Engineer.* Coordinated activities, managed tasks, and presented solutions to clients. Worked in project teams providing design and analysis solutions. Prepared structural analysis and design calculations. Prepared drawings by providing sketches and working with CAD department for conceptual and detail design. Reviewed existing structures and new designs for industrial type applications. Authored reports and other design documents required by nuclear clients for plant modification change process. Designed concrete and steel building structures including supports for piping, HVAC ducting, conduit and cable trays. Performed structural engineering work under 10CFR50 Quality Assurance Procedures. In occasion, traveled to client facilities to perform field walk-down inspections.



**Sargent & Lundy, LLC**

*Structural Associate Engineer.* Worked on a wide range of power plant modifications and upgrades to support client recommendations and reviews including creating calculations, design documents, and specifications. Conducted structural analyses, which included complex loading conditions such as wind, seismic, and pressurization. Was responsible for guiding junior-level engineers and designers, including providing guidance with the coordination of detailed design phases. Investigated, trouble-shoot, and solved a wide variety of structural engineering issues. Used state-of-the-art computer tools, to perform structural analysis and design of steel frames, connections, concrete members, equipment and piping supports, and foundations. Developed integrated structural designs and performed supporting calculations for the planned work. Prepared technical specifications for structural materials. Performed independent reviews of work performed by others including calculations and drawing preparation. Coordinated and provided guidance to other engineers, project managers, client personnel, and suppliers to ensure a complete and timely design. Performed reviews of existing facilities to propose upgrades and replacements and presented findings and recommendations to clients and peers. Traveled to client and vendor offices for design reviews and to plant site locations for construction coordination and field verification of designs.

**Studio Tecnico Associato**

*Structural Project Engineer.* Worked on bridge construction and commissioning. Conducted inspection on various deteriorated bridges and recommended solution for repair based on rehabilitation design.

**Ponte Di Mezzo Bridge Project - Tuscany, Italy**

*Project Engineer* during construction and commissioning of the Ponte Di Mezzo Bridge Project in Tuscany, Italy. As a Licensed Engineer in Italy and Engineer of Record, he led a team in the quality control inspection and bridge commissioning of the 1000-foot-long steel and concrete bridge. The bridge has three lanes of traffic and a shoulder in each direction. Concrete wall piers are supported on concrete mat foundations and longitudinal steel trusses spanning 100 feet support the asphalt surfaced concrete deck. The team reviewed material certifications, reviewed test reports, inspected the bridge construction during all phases, and reported on the progress of construction. Robert also supervised the commissioning load tests during which fully loaded trucks were driven on the bridge and deflections measured and compared to the original design deflections. As part of the commissioning, a detailed report was prepared and signed by Robert.

**Sooner Units 1 & 2, Red Rook, Oklahoma**

Coal Handling System Retrofit Project. Perform analysis and design of steel towers, foundations, sumps and equipment supports. Interface with vendors for material and equipment specification. Review vendor drawings and design calculations.

**American Electric Power Flint Creek Retrofit Project**

*Lead Engineer* for the flue gas structural steel ductwork. Responsible for oversight and design of over 1000 tons of structural steel ductwork, review of design calculations and design drawings.

**Dynegy, Havana Unit 6 Retrofit Project**

Analyzed and designed the lime slurry recycle and slurry preparation buildings, including all baseplates and anchor bolts; Performed flue gas structural steel ductwork analysis and design upstream of the absorber building. Provided mentoring to other associate engineers.

**AEP, Amos Units 1, 2 & 3 Retrofit Projects**

Analyzed and designed lifting lugs and connections to ductwork for the erection of duct segments; Performed connection design for duct support steel structures; Analyzed and designed anchor bolts and baseplates for duct support steel structures; Reviewed duct support steel structure and absorber building steel design calculations; Reviewed structural steel ductwork analysis and design calculations; Reviewed steel shop drawings.

**Mirant Mid-Atlantic, Morgantown Units 1&2 Environmental Retrofit Project**

Performed evaluation, analysis and design of the turbine and boiler building roof trusses and bracing systems; Performed evaluation, analysis and design of the electrostatic precipitator support steel structure.



**Arkansas Nuclear One Tornado Wind and Tornado Missile Project - Russellville, AR**

Analyzed and qualified existing reinforced concrete masonry walls as barriers against tornado wind and tornado generated missiles. Performed operability and design basis evaluations with regard to tornado wind. Analyzed and qualified lifting devices use for lifting hydraulic valves during repair and maintenance.

**Entergy, Waterfall Nuclear Power Plant Polar Crane Evaluation Project – Waterfall, LA**

Seismically qualified the steel framing of the Polar Crane Operator Cabin in the Unit 3 Reactor Containment Building for loads consistent with the original design specification for the crane. In addition, evaluated and designed the necessary modification to repair the cracks in some angle members of the crane cabin frame.

**Detroit Metro Airport Renovation and Expansion Project – Romulus, MI**

Assisted in the design and production of the utility and lighting plan updates for the runways and taxi-ways of the Detroit Metro Airport. Assisted in the production of zone mappings of parcels in the vicinity of the Detroit metro airport for sound insulation program, and as such conducted numerous field work-downs of the entire airport region accordingly. Assisted in Quality Control by preparing and maintaining quality control plans and reports on each project using primavera expedition (contract management) software. Reviewed drawings such as design drawings, shop drawings and as-built drawings.

**Downriver Wastewater Treatment Plants Retrofit Project – Taylor, MI**

Performed numerous work field downs as required by the project. Reviewed drawings such as design drawings, shop drawings and as-built drawings. Assisted in Quality Control by preparing and maintaining quality control plans and reports on each project using primavera expedition (contract management) software.





## Vergel Sanchez

### Mechanical Engineer

Vergel is a mechanical engineer with 5 years experience in construction, consulting engineering and specializing in HVAC, Process Piping and plumbing system design, including versatile knowledge in other engineering disciplines.

#### Years of Experience

5, 3 with HOH

#### Education

B.S. in Mechanical Engineering,  
Sorsogon State College  
Sorsogon City, Philippines

#### Skills/Certifications

AutoCAD 2D&3D  
Industrial Pneumatics  
Industrial Safety  
Mechanical Plant Operation  
incorporating Environmental  
Protection  
Engine Watch Keeping  
MARPOL 73/778  
ASME B31.1, ASME B31.3,  
ASME B31.4, API, Plumbing,  
Hydronic, API 650, NFPA 13,  
NFPA 20, NFPA 30, NFPA 75,  
AutoCAD, Plant 3D,  
MicroStation, CaDD Translation  
Manager  
CAD Drawings (Pipping &  
instrumentation Diagram,  
HVAC, Plumbing, Fire  
Protection)  
CostWorks  
Microsoft Office  
Pumps, Bulk Storage,  
Air Compressors, Heat  
Exchangers, Pressure Vessels,  
Instrumentations  
Reverse Osmosis System,  
Marine Waste Water  
Treatment, Marine Diesel lube  
oil System, Marine Fire

#### RELEVANT EXPERIENCE

##### **Chicago Archdiocese, St. Stephen Parish Center, Banquet Hall/Gymnasium - Tinley Park, IL**

This \$3 MM project was a building addition at St. Stephen's Parish Center, which included a banquet hall, gymnasium, additional classrooms and site work. HOH completed the design in 2016, provided construction support and completed the project in 2017.

##### **NB Coatings, Various Office & Lab Renovations - Lansing, IL**

This project consisted of the renovation and expansion of the existing administrative offices, including R&D labs and production and testing areas. Guiding concepts of the project include reorganizing the facility to centralize existing parallel operations into common areas, and to encourage greater collaboration with more open office spaces.

##### **Chicago Department of Water Management, Professional Sewer Design Task Order Services (2012-2018) - Chicago, IL**

From 2012 through 2018, this CDWM Task Order Contract (TOR) consisted of field investigations, surveying, roadway and sewer design, drafting, cost estimating, permitting, structural design, geotechnical investigations, specifications and plan development needed to construct various sewer replacement/reconstruction/new construction projects measuring ~58,000 lin. ft (>11 miles) in length at various locations throughout the City of Chicago. 32 Projects were included in the 6 TOR's, with \$35+ million in construction value. Completed in 2019.

##### **Metra Union Pacific M19A Yard, New Sanding System - Chicago, IL**

Mechanical engineer responsible for plans and specifications to provide a new sanding system for the Union Pacific locomotive shop, servicing Metra locomotives. System included air compressors, sand silos, pneumatic conveying system, pneumatic conveying accessories and controls.

##### **Metra Kensington Yard District, Air Compressor Upgrade - Chicago, IL**

Mechanical engineer responsible for plans and specifications to upgrade the existing compressed air system for the Kensington Yard, servicing the facility. System included air compressors, air dryers, filters and system controls, and ventilation of the mechanical room.

##### **Metra Communication Room LaSalle Street Station, Fire Suppression System - Chicago, IL**

Mechanical engineer responsible for plans and specifications to provide a new fire suppression system for the LaSalle Station, servicing the communication room. System included Clean agent tank, releasing panel system controls, fire protection equipment's (horn, strobe, pull station etc.) piping and nozzles.

THE HOH GROUP, INC.

ARCHITECTS | ENGINEERS

**ATTACHMENT A**  
**DISCLOSURE AFFIDAVIT**

**(FORM FOLLOWS)**



**ATTACHMENT A  
DISCLOSURE AFFIDAVIT**

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

The undersigned Santiago Garcia, as CEO  
Name Title

and on behalf of GSG Materials Testing, Inc. dba The HOH Group, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

Name of Firm:	GSG Materials Testing, Inc. dba The HOH Group, Inc.		
Address:	623 Cooper Court, Schaumburg, IL 60173		
Telephone:	312-424-3613	Fax:	
FEIN:	36-4003526	SSN:	

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

5. Nature of transaction (check the appropriate box):

- ☐ Sale or purchase of land  
☐ Construction Contract  
☒ Professional Services Agreement  
☐ Other \_\_\_\_\_

6. Disclosure of Ownership Interests

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

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

### **CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: Illinois
2. Authorized to conduct business in the State of Illinois: ☒ Yes ☐ No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
Santiago Garcia	CEO
David Torelli, CPA	Chief Financial Officer

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
Santiago Garcia	623 Cooper Ct., Schaumburg, IL 60173	100%

5. LLC's ONLY, indicate management type and name:

- ☐ Member-managed  
☐ Manager-managed

Name: \_\_\_\_\_

6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

- ☐ Yes  
☒ No

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.

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## **PARTNERSHIPS**

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

Name	Ownership Interest Percentage

## **SOLE PROPRIETORSHIP**

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: ☐ Yes ☐ No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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)

3. 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	Address

## **CONTRACTOR CERTIFICATION**

### **A. CONTRACTORS**

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local



government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

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

#### B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any



similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.  
  
If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.
4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).  
  
If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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



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

#### **CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<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 Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

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

#### **INCORPORATION INTO CONTRACT AND COMPLIANCE**

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



## VERIFICATION

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

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

Santiago Garcia  
Name of Authorized Officer (Print or Type)  
CEO  
Title

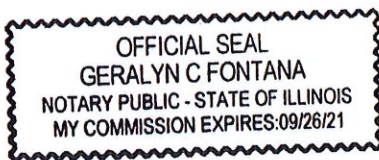
*Santiago Garcia*  
Signature of Authorized Officer  
312-346-8131  
Telephone Number

State of IL

County of COOK

Signed and sworn to before me on this 3rd day of Sept, 2021 by  
Geralyn Fontana (Name) as Administrative Mgr (Title) of  
The Hott Group, Inc. (Bidden/Proposer/Respondent or Contractor)

*[Signature]*  
Notary Public Signature and Seal



**ATTACHMENT B**  
**LEGAL ACTIONS**

**(FORM FOLLOWS)**



**ATTACHMENT B  
LEGAL ACTIONS**

**FIRM NAME:** GSG Materials Testing, Inc. dba The HOH Group, Inc.

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

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

**ATTACHMENT C**  
**DISCLOSURE OF RETAINED PARTIES**

**(FORM FOLLOWS)**



**ATTACHMENT C**  
**DISCLOSURE OF RETAINED PARTIES**

**Definitions and Disclosure Requirements**

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

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

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

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s): Master Agreement to provide AOR Services

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

Name of Consultant: GSG Materials Testing, Inc. dba The HOH Group, Inc.

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

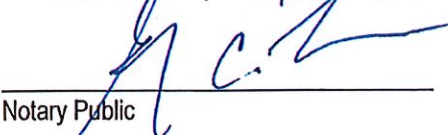
8/25/2021  
Date

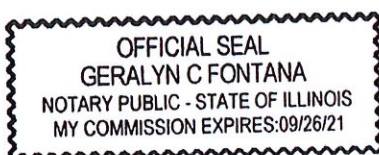
Santiago Garcia  
Name (Type or Print)

President  
Title

Subscribed and sworn to before me

this 3rd day of Sept. 2021

  
Notary Public





**ATTACHMENT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF  
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES  
FOR PROFESSIONAL SERVICES**

**(FORM AND SCHEDULES FOLLOW)**

**ATTACHMENT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**

1. Policy Statement

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
  - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
  - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
  - (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
  - (6) "Established Business" means a person or entity granted certification by the City of Chicago.
  - (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
  - (8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.



- (9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

#### 4. Determining MBE/WBE Utilization

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
- b. 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.
- c. 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.
- d. 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.
- e. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

#### 5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
  - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity

accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

#### 6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by

#### 7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:



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

8. Established Business Participation in the MBE and WBE Procurement Program

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
  - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
  - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an

established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

- (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

- b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

#### 9. Failure To Achieve Goals

- a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:
  - (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
  - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
  - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
  - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
  - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
  - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

#### 10. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE



assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

#### 11. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.
- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultants or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

#### 12. Prohibition On Changes To MBE/WBE Commitments

- a. The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

#### 13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
  - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
  - (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
  - (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified

due to unforeseen circumstances.

- (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
  - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
  - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

#### 14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

#### 15. Severability

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

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**SCHEDULE B**  
**Joint Venture Affidavit**

**(SCHEDULE FOLLOWS)**

**SCHEDULE B**  
**Joint Venture Affidavit (1 of 3)**

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

A. Name of joint venture \_\_\_\_\_

B. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_

C. Phone number of joint venture \_\_\_\_\_

D. Identify the firms that comprise the joint venture

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

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

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

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

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

E. Nature of joint venture's business

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

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing \_\_\_\_\_%

2. Capital contributions, including equipment \_\_\_\_\_%

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

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



**SCHEDULE B**  
**Joint Venture Affidavit (2 of 3)**

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

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

- I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions

\_\_\_\_\_

2. Management decisions such as:

- a. Estimating

\_\_\_\_\_

- b. Marketing and Sales

\_\_\_\_\_

- c. Hiring and firing of management personnel

\_\_\_\_\_

- d. Other

\_\_\_\_\_

3. Purchasing of major items or supplies

\_\_\_\_\_

4. Supervision of field operations

\_\_\_\_\_

5. Supervision of office personnel

\_\_\_\_\_

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

- J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE B**  
**Joint Venture Affidavit (3 of 3)**

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Prime if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
  
free act and deed.

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
  
free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)



**SCHEDULE C**

**Letter of Intent from MBE/WBE To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier**

**(SCHEDULE FOLLOWS)**

**SCHEDULE C**  
**Letter of Intent from MBE/WBE (1 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Bidder)

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

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

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

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

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

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

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



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

**PARTIAL PAY ITEMS**

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

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---

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---

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

BY:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

**SCHEDULE D**  
**Affidavit of Professional Service Provider Regarding MBE/WBE Participation**

**(SCHEDULE FOLLOWS)**

**SCHEDULE D**

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

Name of Project: TBD

STATE OF ILLINOIS       }  
                                      } SS  
COUNTY OF COOK       }

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

Santiago Garcia President

Title and duly authorized representative of

GSG Materials Testing, INC. d/b/a The HOH Group, Inc.

Name of Professional Service Provider whose address is

in the City of Schaumburg, 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
TBD		\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		TBD %	TBD %

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



**SCHEDULE D**

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

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

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

BY:

GSG Material Testing, Inc. dba The HOH Group, Inc.

\_\_\_\_\_  
Name of Contractor (Print)

8/25/2021

\_\_\_\_\_  
Date

312-424-3613

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Santiago Garcia

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_