### MEMORANDUM OF UNDERSTANDING REDEVELOPMENT OF 55 WEST ILLINOIS STREET, CHICAGO, ILLINOIS

Within the City of Chicago block bounded by Hubbard, Dearborn, Illinois and Clark Streets ("Development Block"), the City of Chicago ("City") owns approximately 28,323 square feet (i) on the property commonly known as 55 West Illinois Street and 444 North Dearborn Street ("Existing Firehouse Parcel") on which is located the Chicago Fire Department's District One Headquarters and Firehouse as well as the Chicago Fire Department Fire Prevention Bureau, including all furniture, fixtures, and other equipment ("Existing FD Facilities and Operations"); and (ii) on an adjacent public north/south alley ("Existing Alley Parcel") (the Existing Firehouse and Existing Alley Parcels are collectively referred to as the "Existing City Property"). Friedman Properties Ltd., by and through its affiliated companies ("Purchaser"), owns and controls all of the remaining real estate in the Development Block.

Recognizing the potential public benefits of Purchaser's unique ownership position in the Development Block, the City desires to investigate the feasibility of a transaction to convey a portion of the Existing City Property to Purchaser in exchange for (i) monetary payments and (ii) the construction by the Purchaser for the City of a new, state of the art, environmentally and energy efficient firehouse with expanded space for the Fire Prevention Bureau, including all furniture, fixtures, and other related equipment for the firehouse and Fire Prevention Bureau (collectively, "New Firehouse"). The New Firehouse would be constructed by the Purchaser in accordance with specifications and schematic designs and related documents ("Firehouse SDs") attached to this MOU as Exhibit A and the "Firehouse Design Documents" (as provided in Section VIII.2. of this MOU) at a cost not to exceed the guaranteed maximum price set forth in the cost schedule attached to this MOU as Exhibit B ("Firehouse Budgef").

The project described and contemplated by this MOU is subject in all cases to the normal City Council approval process, as further described herein, and the Parties recognize and acknowledge that by entering in the MOU, the City has not consented to approval of any particular project or matter.

The terms and conditions described in this Memorandum of Understanding ("MOU") represent the potential framework for a public/private project to provide for the Purchaser's development and construction within the Development Block of (i) the New Firehouse and (ii) a new mixed use development of up to approximately 614,000 square feet of buildable FAR as preliminarily depicted and outlined in Exhibit C to this MOU for commercial, retail, event space, office, hotel and/or residential and accessory and non-accessory parking uses ("New Development") (collectively, "Project"). Purchaser and the City are sometimes referred to individually as a "Party" and collectively as the "Parties."

The purpose of this MOU is to summarize the preliminary discussions of, and guide further discussions between and review by, the Parties, subject to the conditions stated in this MOU. This MOU is not a binding agreement or an offer to enter into an agreement, and its terms are preliminary in nature and intended to set out a basic format for the subsequent negotiation of a redevelopment agreement between the Parties ("Redevelopment Agreement" or "RDA"). The City and Purchaser intend to enter into a Redevelopment Agreement to provide for the Project, generally including the key provisions outlined in this MOU. This MOU will take effect as of its Effective Date as provided in Section XII of this MOU and will expire upon the effective date of the Redevelopment Agreement ("RDA Effective Date"). The Redevelopment Agreement will not be binding unless and until it is properly approved by the City Council and duly executed by authorized representatives of the Parties.

- I. PROJECT PHASES. Generally, the Project would be undertaken in two phases -- Phase 1 to include the Purchaser's construction of, and relocation of the Existing FD Facilities and Operations to, the New Firehouse; Phase II to include the Purchaser's construction of the New Development. Phase I would commence upon satisfaction of the conditions precedent listed in Section V, pursuant to a schedule to be attached to the Redevelopment Agreement. Square foot measurements used in this MOU are subject to verification after receipt of applicable surveys and related documents.
- II. REDEVELOPMENT AGREEMENT. The Parties will cooperate in good faith to investigate the feasibility of the transaction and to negotiate, finalize, and approve the RDA in conjunction with the "City Approvals" as provided in Section V of this MOU.

III. EARNEST MONEY. Upon the RDA Effective Date, the Purchaser will deposit earnest money ("Earnest Money") in the amount of One Million Dollars (\$1,000,000) into an interest bearing sole order escrow account ("Escrow") at Near North National Title LLC ("Escrowee"). The Earnest Money will be held by Escrowee subject to the terms of an escrow agreement ("Escrow Agreement") which will conform to the terms of the RDA. The Earnest Money, including all interest accrued thereon, will be nonrefundable except in the event of a City default under the RDA, and will be delivered to the City at the Phase I Commencement (defined below) and credited to the Purchaser's account as part of the Phase II Closing. Purchaser will be solely responsible for the cost of the Escrow.

#### IV. MOU REVIEW PERIOD.

- 1. Within 30 days after the Effective Date of this MOU, the City will grant the Purchaser a right-of-entry onto the Existing City Property for the purpose of Purchaser, at its sole cost and expense, conducting inspections and tests, including surveys and architectural, engineering and environmental tests, adherence to Chicago Municipal Building Code, as well as an analysis of any zoning changes that may be required for the New Firehouse and the New Development ("ROE"). As part of the ROE, the City will also provide to Purchaser reasonable access to information and documents related directly to the physical feasibility of constructing and locating the Project on the Existing City Property, including specifically, if any and to the extent readily accessible and available, copies of existing surveys and title policies, environmental and soil reports, engineering reports, underground utility information, and information on the current zoning of the Existing City Property (collectively, the "Review Documents").
- Purchaser shall have 180 days from the Effective Date of this MOU ("MOU Review Period") to
  complete its examination, inspection, and investigation of the Existing City Property. The Parties may
  extend the MOU Review Period for any incomplete elements of review for 30-day increments upon
  mutual written agreement which will not be unreasonably withheld.
- 3. The MOU Review Period will also include, pursuant to Section VIII.2. of this MOU, the time to complete the Firehouse Design Documents and receive City Approval of the Firehouse Design Documents. If the Firehouse Design Documents and City Approval of these documents are not completed by the end of the MOU Review Period, then the MOU Review Period may be extended until the Firehouse Design Documents are completed and the City Approval of these documents has been obtained.
- 4. At any time prior to the expiration of the MOU Review Period, Purchaser may elect in its sole and absolute discretion, to terminate the MOU for any reason whatsoever. If Purchaser terminates the MOU during the MOU Review Period, Purchaser shall provide the City with any written studies, reports, and other due diligence documents related to the Existing City Property generated by Purchaser as part of its due diligence activities. The Purchaser shall bear all of its costs related to this MOU and any and all work related to due diligence activities.

#### V. PHASE I. Phase I is generally described as follows:

- Phase I and the construction of the New Firehouse will commence upon satisfaction of the following conditions ("Phase I Commencement"):
  - A. Agreement on a final schedule for the construction of the New Firehouse.
  - B. Execution of the RDA by Purchaser and the City subsequent to (i) standard publication of notice seeking alternative proposals, and (ii) if no alternative proposals are received, or if alternative proposals are received but the Department of Planning and Development determines that it is in the City's best interest to proceed with the Purchaser's proposal, and (ii) City Council approval of the RDA.
  - C. Issuance by the City of the New Firehouse Building Permit.

- D. Receipt by the Purchaser of the following approvals from the City ("City Approvals"):
  - i. City Council approval of a planned development and site plan (including the expiration of the time period for objection or protest under 65 ILCS 5/11-13-25), for the Development Block, New Firehouse, and the New Development, and all other land use, zoning and entitlements required by Purchaser to undertake the Project, but not including a building permit for the New Development.
  - ii. Approval to construct the New Development based on the RDA and conceptual and massing diagrams and bulk table regulations at the time the Planned Development is approved by the Plan Commission subject to administrative Site Plan Approval prior to Phase II Commencement;
  - iii. Approval to increase the FAR for the Development Block to no less than 10 and no more than 11.5 pursuant to the Chicago Zoning Ordinance;
  - iv. Approval of a variance reducing the number and size of loading docks;
  - v. Any and all other zoning approvals that may be required by Purchaser for the New Firehouse or the New Development, but not including any exceptions or variations from the Neighborhood Opportunity Fund Ordinance, 16-14-010 et seq. and 17-4-1000 et seq. ("NOFO") or the 2015 Affordable Requirements Ordinance, 2-45-115 et seq. ("ARO") of the Municipal Code of Chicago; and
- E. Receipt by Purchaser of all necessary federal, state and county approvals to construct the Project, including the New Firehouse and the New Development.
- F. Review of the transaction by the Chicago Plan Commission in accordance with the requirements of the Interagency Referral Act, 65 ILCS-5/11-12-4.1.
- G. The deposit by the City of a Quitclaim Deed ("Deed") to the Transfer City Property (defined below) with Escrowee which shall be governed by a Joint Order Escrow Agreement ("Closing Escrow Agreement") which comports to the terms of this MOU and the Redevelopment Agreement.
- H. Delivery of the Earnest Money and all interest accrued thereon to the City.
- 2. In conjunction with the issuance of the New Firehouse Building Permit and as provided in the Redevelopment Agreement, the City and the Purchaser will execute mutually agreed upon license, easement, and rights-of-access agreements necessary to allow the Purchaser to construct the New Firehouse on the 9,750 square feet of land located within the west portion of the Existing Firehouse Parcel and the 795 square feet of land located within the northeast corner of the Existing Alley Parcel as depicted on Exhibit D to this MOU (collectively, the "New Firehouse Parcel").
- The Purchaser will construct the New Firehouse on the New Firehouse Parcel in accordance with Section VIII of this MOU.
- 4. Purchaser will provide the City written notice that the New Firehouse has been constructed on the New Firehouse Parcel to the specifications and agreed Firehouse Budget as required by the Redevelopment Agreement ("Purchaser Completion Notice"). Within 45 days after receipt of the Purchaser Completion Notice ("City Review Period"), the City will undertake such inspections and reviews as are necessary to determine whether the New Firehouse has been constructed on the New Firehouse Parcel to the specifications and agreed Firehouse Budget as required by the Redevelopment Agreement. Upon making that determination, the City will provide Purchaser, prior to expiration of the City Review Period, written notice and confirmation ("City Completion Notice") that the New

Firehouse has been constructed on the New Firehouse Parcel pursuant to the specifications and Firehouse Budget as required by the Redevelopment Agreement (subject to minor punch list items which will be completed by Purchaser on or before an agreed upon date certain) and that the Purchaser has successfully vacated, or will have vacated by a date certain set forth in the Purchaser Completion Notice, the Existing FD Facilities and Operations and relocated those Facilities and Operations from the Existing City Property to the New Firehouse Property, including, but not limited to, all personnel, files, equipment, furniture and fixtures ("New Firehouse Completion"). Purchaser shall be permitted to begin demolition of the Existing Firehouse upon the New Firehouse Completion. If the City identifies matters that require correction or completion, the City will, prior to the expiration of the City Review Period, provide notice to the Purchaser of those matters and will not issue the City Completion Notice until those matters are resolved to the reasonable satisfaction of the City.

- 5. Purchaser will file all necessary applications, plans, and other submittals required under the Chicago Municipal Code for the City Approvals. The City Approvals may only be granted pursuant to the applicable provisions and procedures of the Chicago Municipal Code. To the extent required or desirable in the City's discretion, the City may be an applicant or co-applicant with the Purchaser for any or all of the City Approvals.
- VI. PHASE II. Phase II is generally described as follows and will be further provided for in the Redevelopment Agreement:
  - Phase II and the construction of the New Development may only commence ("Phase II
    Commencement") upon:
    - A. The New Firehouse Completion and the issuance by the City of the City Completion Notice; and
    - B. The granting of administrative Site Plan Approval and the issuance of a building permit for the New Development.
  - 2. Upon satisfaction of the Phase II Commencement conditions listed in VI.1.A & B above, the Parties will proceed to a "Phase II Closing", pursuant to which:
    - A. The approximately 14,654 square foot portion of the Existing Firehouse Parcel not part of the New Firehouse Parcel and the approximately 3,153 square foot portion of the Existing Alley Parcel not part of the New Firehouse Parcel, all as depicted on *Exhibit E* to this MOU (collectively, the "*Transfer City Property*") shall be conveyed from the City to the Purchaser with the Deed pursuant to the Closing Escrow Agreement;
    - B. The City will approve the vertical subdivision of the New Firehouse Parcel creating separate legal tax parcels and record the REA as described in Section IX of this MOU, with the Purchaser solely responsible for the costs associated with the subdivision and preparation and recordation of the REA:
    - C. Purchaser shall obtain title to the air rights (including the FAR bonus) remaining above the New Firehouse ("Firehouse Air Rights");
    - D. If applicable, Purchaser may obtain title to the following areas below grade level of the New Firehouse ("Firehouse Subsurface Rights"): (i) any subsurface parking area actually constructed (excluding any spaces constructed for the City's exclusive use), and/or (ii) any area required for subsurface caissons necessary for the New Development (but excluding that area covered by the Permanent Parking Agreement); and
    - E. In exchange for the conveyance of the Transfer City Property, the Purchaser will make and otherwise become legally obligated to undertake the financial payments and commitments set forth in Section VII of this MOU.

- 3. The conveyance by the City to Purchaser as part of the Phase II Closing of the Transfer City Property, the Firehouse Air Rights, and the Firehouse Subsurface Rights shall be subject to standard title, survey, and related representations and warranties.
- 4. At any time after the Phase II Closing, Purchaser may commence construction of the New Development pursuant to the Redevelopment Agreement and the Chicago Municipal Code.
- VII. PURCHASER'S FINANCIAL OBLIGATIONS FOR ACQUISITION OF CITY PROPERTY. In addition to the acceptance of the New Firehouse by the City through the issuance of the City Completion Notice, the Purchaser shall be responsible for all costs for the construction of the New Firehouse and shall make the payments identified below in all cash. There shall be no financing contingency for Purchaser's performance of Purchaser's obligations under the Redevelopment Agreement.
  - 1. At the Phase II Closing, there shall be a final accounting on the construction of the New Firehouse. The Purchaser's cost to construct and deliver to the City the New Firehouse shall not exceed the Firehouse Budget, which includes line items for the demolition of any existing structures on the Existing City Property, the construction of the parking spaces required under Section X.2, the addition of the Fire Prevention Bureau in the New Pirchouse, as well as Purchaser's costs for relocating the Existing FD Facilities and Operations from the Existing City Property to the New Firehouse Property (including, but not limited to, all personnel, files, equipment, furniture and fixtures). The Firehouse Budget shall be contracted for on an "open-book" basis. Any finance costs associated with the Firehouse Budget shall be excluded from soft costs. In the event Purchaser's actual total expenditures exceed the Firehouse Budget as a result of City-initiated change orders then the City shall be responsible for those excess amounts. In the event Purchaser's actual total expenditures ("Final Costs") are less than the Firehouse Budget ("Savings") then:
    - A. Purchaser shall be entitled to retain any Savings up to \$2.5 million; provided, however, that Savings shall not include the amount that Final Costs are less than the Firehouse Budget as a result of City-initiated change orders or other City-initiated value engineering ("City Cost Reductions"); and
    - B. Purchaser and the City shall share 50-50 any Savings in excess of \$2.5 million and the City's portion of such Savings ("City Savings") and any City Cost Reductions shall be paid and otherwise credited to the City at the Phase II Closing ("City Savings and Cost Reduction Payment").
  - 2. As part of the Phase II Closing, subject to City Council approval of a Planned Development and density bonus, Purchaser shall pay to the City a cash payment for a site specific floor area bonus as set forth in the approved Planned Development. Purchaser may seek approval to construct 614,722 total buildable square feet of floor area permitted under an 11.5 FAR for the entirety of the Development Block, including the New Development (which would result in an estimated bonus payment based on formulas in effect at the time of this MOU of approximately \$10,899,000), subject to Purchaser's satisfaction of the conditions in Section V of this MOU. Purchaser may elect, in its sole discretion, to seek to reduce the floor area bonus to a 10 FAR, in which case the cash payment for floor area bonus would be reduced to approximately \$7,266,518 based on current formulas in effect at the time of the MOU. The exact floor area bonus cash payment shall be determined in accordance with the NOFO, and the Purchaser shall otherwise comply with all other applicable requirements of the NOFO. Nothing herein shall be construed as an obligation of the City to approve the Planned Development and related density bonus and other zoning relief. The terms of this Paragraph are only the conditions that must be satisfied for the obligation of the Parties to proceed in accordance with the RDA.
  - 3. As part of the Phase II Closing and only in the event the New Development includes residential housing units, Purchaser shall pay to the City whatever additional cash payment may be required for the New Development pursuant to the ARO, and the Purchaser shall otherwise comply with all other applicable requirements of the ARO.

- 4. As part of the Phase II Closing, Purchaser shall make a payment of \$5,000,000 to the City's corporate fund or for such other purposes as may be identified in the RDA.
- The City will reasonably cooperate with Purchaser, at no additional cost or expense to the City: (a) to
  appropriately allocate Purchaser's expenses to perform Purchaser's obligations under the
  Redevelopment Agreement, and (b) to accommodate any proposed "Section 1031 Exchange"
  permitted under 26 U.S. Code § 103.
- As part of the Phase II Closing, the Parties, if and to the extent necessary, will prepare and record any amendments to the REA necessary to conform the REA to the final details and plans of the New Development.
- 7. As part of the Phase II Closing, the Parties, if and to the extent necessary, will prepare and record any amendments to the Permanent Parking Agreement necessary to conform that Agreement to the final details and plans of the New Development.
- VIII. NEW FIREHOUSE. Purchaser shall design, construct, and deliver to the City the New Firehouse on the New Firehouse Parcel at Purchaser's sole cost and expense subject to the following:
  - 1. The New Firehouse will be constructed in substantial conformance with the Firehouse SDs, including site plan, floor plans, sections and elevations, performance specifications and work letter shown in the Firehouse SDs, and in compliance with the Redevelopment Agreement.
  - 2. During the MOU Review Period, Purchaser will utilize the Firehouse SDs to design the mechanical, electrical, plumbing, structural and architectural design development details for the New Firehouse ("Firehouse Design Documents"). The City shall have 15 days to reasonably approve the Firehouse Design Documents. The Firehouse Design Documents will be attached as an exhibit to the Redevelopment Agreement.

#### 3. The Purchaser shall:

- A. Utilize the approved Firehouse Design Documents to finalize, with City approval, the construction materials and details of the New Firehouse ("Firehouse Construction Documents"). The City shall have 15 days after receipt to reasonably approve the Firehouse Construction Documents;
- B. Deliver a bid set of the Firehouse Construction Documents to potential contractors for pricing; and
- C. Apply with the City's applicable city departments for a building permit to construct the New Firehouse pursuant to the Firehouse Construction Documents ("New Firehouse Building Permit").
- 4. Any changes to the approved Firehouse Construction Documents required by the City shall be requested by the City in writing and evidenced by a Change Order ("City Change Order"). Any cost or expense associated with a City Change Order shall (i) only be valid when the City Change Order is executed by both the City and the Purchaser, with Purchaser not unreasonably withholding approval of a City Change Order; and (ii) shall be credited against the City as part of the Phase II Closing; provided, however, that any such credit against the City shall first be offset against any City Savings or City Cost Reductions.
- In addition to other applicable provisions of law, the Purchaser shall construct the New Firehouse in accordance with the Illinois Prevailing Wage Act and MBE/WBE/DBE and city resident hiring requirements.
- IX. REA. Pursuant to the Redevelopment Agreement, the City and Purchaser will negotiate a Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements ("REA") necessary for the Project. The REA shall, among other matters, specifically include the following provisions:

- Customary provisions regarding maintenance and reciprocal easements (including, but not limited to, vehicular ingress and egress, snow removal, capital repairs, garbage removal, and security demarcations related to the divisions of parking operations), shared walls, shared foundations, satellite and communication equipment, drainage, caissons, arbitration, liens, compliance with laws, use restrictions on the New Firehouse, real estate taxes, insurance, repair and replacement;
- A standard 30-day right of first offer ("ROFO") in favor of Purchaser and its permitted assigns to offer
  to purchase the New Firehouse Parcel in the event the City elects to take the New Firehouse out of
  service and dispose of the New Firehouse Parcel and related City-owned parking spaces; and
- 3. Temporary construction easements above the New Firehouse.

#### X. PARKING AGREEMENTS.

- 1. TEMPORARY PARKING AGREEMENT. The Redevelopment Agreement will include or otherwise provide an agreement between the Parties ("Temporary Parking Agreement") related to the Purchaser's provision, at no cost or expense to the City, of temporary parking for the City during construction of the New Firehouse and for an agreed time thereafter in Purchaser's affiliated parking garage located at 60 W. Kinzie Street, Chicago ("Greenway Garage"). The Temporary Parking Agreement shall, among other matters, provide (A) parking and related ingress and egress privileges for 30 automobiles as needed by the City and at no cost or expense to the City; (B) a term that will commence on the date of the Phase I Commencement and terminate pursuant to the terms of the Redevelopment Agreement no earlier than the date of the New Firehouse Completion and may extend thereafter for a specific period of time to accommodate Purchaser's construction of the New Development.
- PERMANENT PARKING AGREEMENT. The Redevelopment Agreement will include or
  otherwise provide an agreement between the Parties ("Permanent Parking Agreement") that will,
  among other matters, specifically include as follows:
  - A. Parking for 30 automobiles which, upon completion of the New Development and termination of the Temporary Parking Agreement, shall be owned by the City.
  - B. Customary representations, warranties, indemnification and insurance provisions.
  - C. No monthly parking fee (but the City shall pay its pro-rata share of any common area maintenance or property taxes, if any, as defined in the REA).

#### XI. MISCELLANEOUS. The City and Purchaser shall use their best efforts to work together to:

- Expedite the prompt issuance of any state, county or local permits required for the construction of the New Firehouse and the New Development.
- During construction of the New Development, and upon proper application by the Purchaser and in
  accordance with the applicable provisions of the Chicago Municipal Code, the applicable City
  departments will consider the issuance of a partial Certificate of Occupancy for a portion of the New
  Development while construction continues on the remainder of the New Development.
- XII. EFFECTIVE DATE. The effective date of this MOU is 4/28. 2017 ("Effective Date").

CITY OF CHICAGO, an Illinois municipal corporation

By:

David L. Reifman

lts: Commissioner, Department of Planning and Development

FRIEDMAN PROPERTIES, LTD.,

an Illinois corporation

By

Albert M. Friedman,

Its: Chairman

#### EXHIBIT A

Firehouse SDs (Attached)





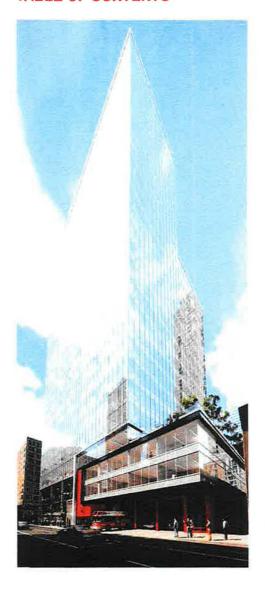








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#### TEAM EXPERIENCE

Friedman Properties – Developer DLR Group – Architect

F H Paschen—Construction: Fire Station and optional Fire Prevention Office Build-Out Lendlease — Construction: Fire Station Shell-and-core and Phase 2 Tower

#### Friedman Properties

Friedman Properties has been a leading real estate investor and developer in River North since the 1970's. FPL and its partners possess the expertise and capabilities to redevelop the property to its highest and best use and its partners represent best-inclass operators across the restaurant, hospitality, parking and office sectors. The team has the financial resources to successfully complete the proposed redevelopment while maximizing the benefit to the City. Chicago Fire Department, and all other stakeholders. Friedman Properties provides a certainty of transaction execution that will benefit the City and Chicago Fire Department. This development will revitalize the City-owned property that sits on a key site in River North and will be designed such that it optimizes the benefit to the stakeholders of the neighborhood.

#### **DLR Group**

DLR Group is the author of the current Chicago Fire Station Prototype Design. Working closely with the Public Building Commission and Chicago Fire Department, DLR Group served as the design architect for the most recently completed new fire station, Engine Company 16. DLR also served as designer and architect-of-record for Engine Company 109 in Little Village and architect-of-record for Engine Company 121.

#### F H Paschen

Paschen built Engine Company 16, which is Chicago's most recent new fire station. They bring the experience and depth of understanding required to construct this uniquely durable and critically purpose-built public safety facility.

#### Lendlease

Lendlease brings extensive construction expertise as well as an unmatched trackrecord for the successful delivery of complex, phased, large-scale projects. They have played an integral role in the positive transformation of the River North neighborhood, engaging with Friedman Properties on the recently completed construction a trio of high-rise hotel projects. Their experience with planning, mobilization, staging and logistics in the vibrant urban context of River North will be a key factor in the success of this project.

















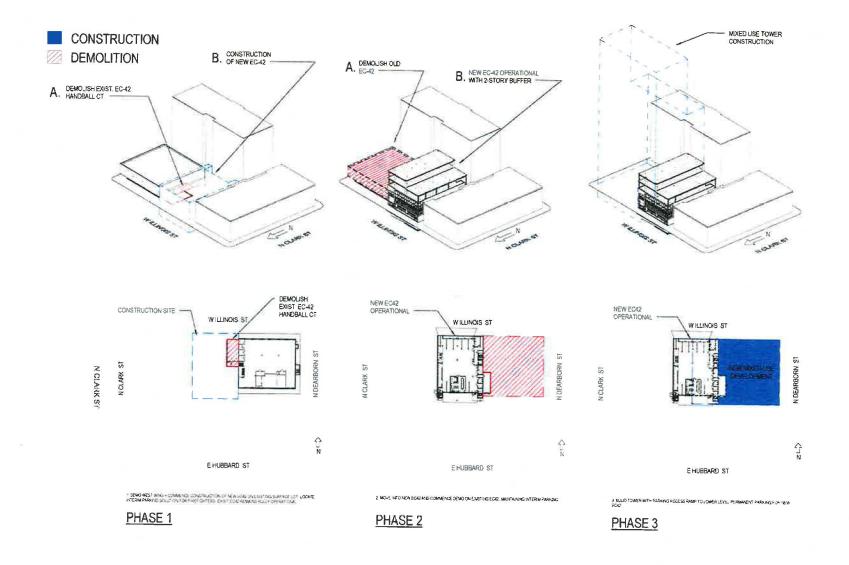


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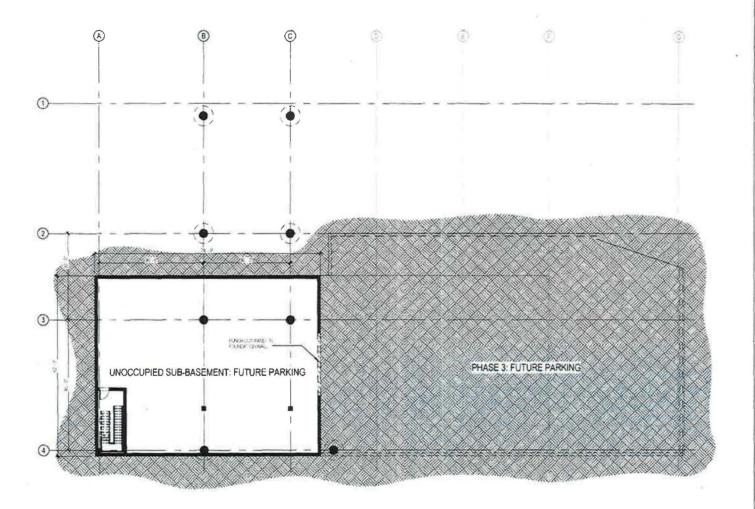




#### PROJECT PHASING PLAN



#### FLOOR PLAN - LOWER LEVEL 2



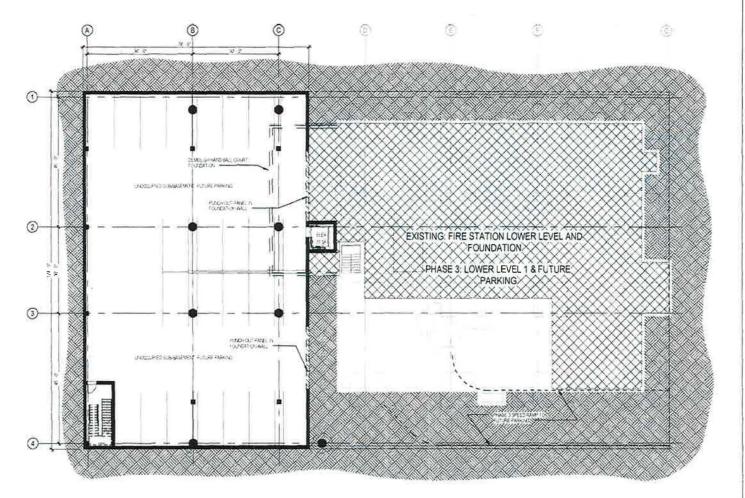
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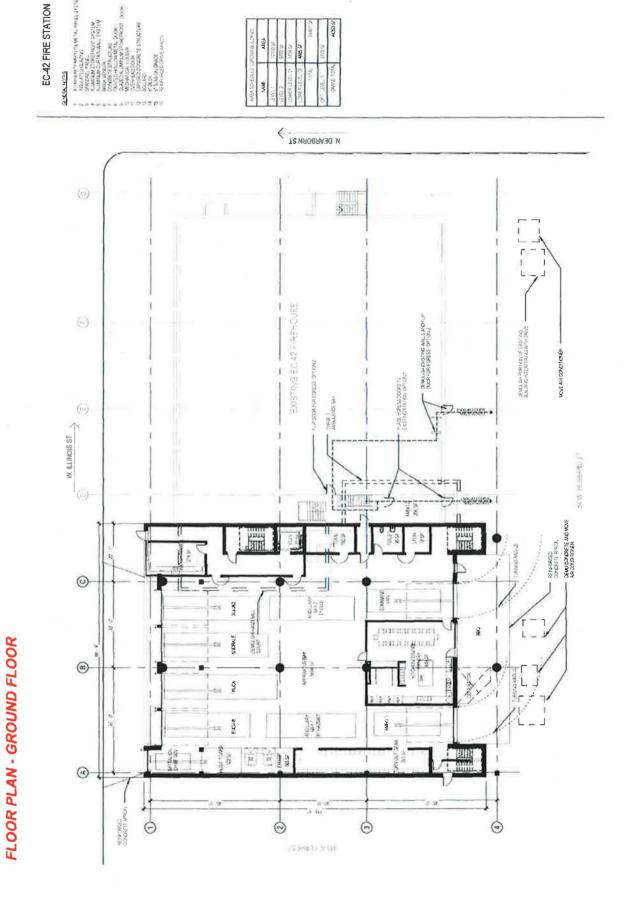


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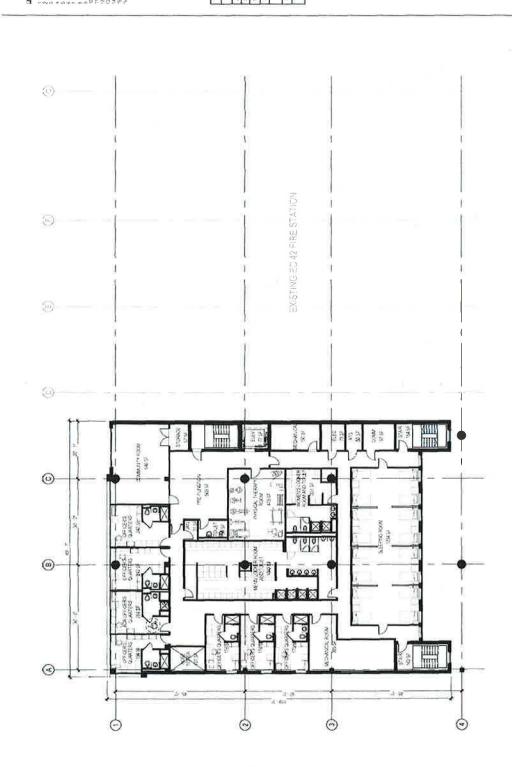
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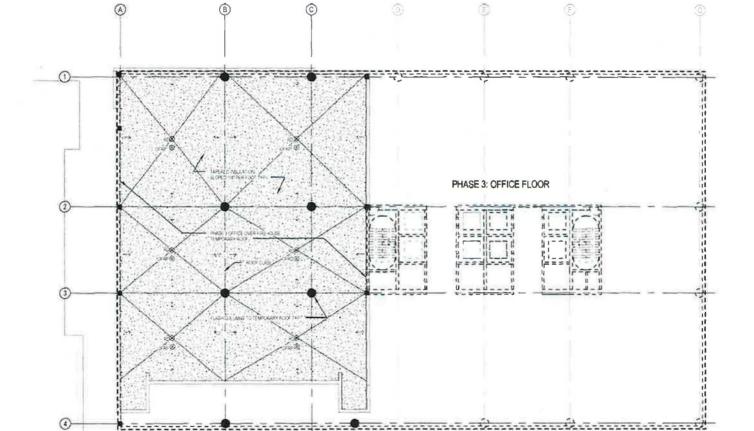
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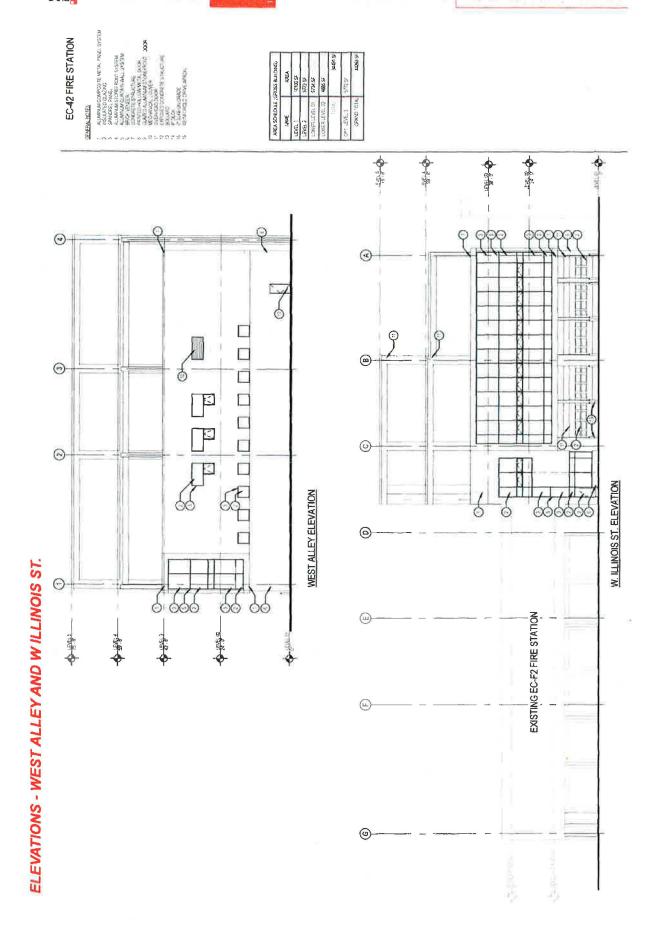
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#### EC-42 FIRE STATION

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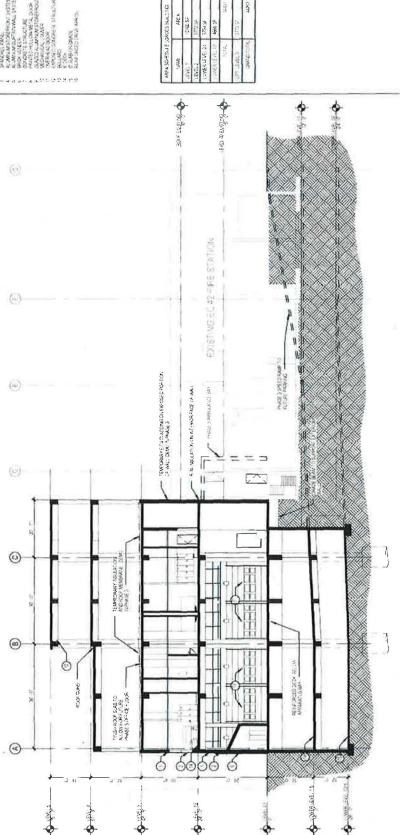
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<b>♦</b>				AMBULANCE BAY	EXISTING EC-42 FIRE STATION	
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**ELEVATIONS - EAST WALL AND SOUTH ALLEY** 

EAST/WEST SECTION



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#### ARCHITECTURAL DESIGN NARRATIVE

#### Project Description

- a The project is a new, phased mixed-use development in the City of Chicago at the intersection of N. Dearborn Street and W. Illinois Street. The project includes construction of a new fire station, demolition of the old fire station, and construction of a new mixed-use, high-rise building. The new fire station is an adaptation of the City's current prototype program for a dense, downtown Chicago setting. To accommodate site constraints and minimize operational interruptions, the fire station program is stacked vertically on the site, with a mixed use high-rise building above it. Core values, important to the City, end users, and operators of the facility, will remain a key component of the development for the fire station and include longevity, resiliency, low-maintenance systems/materials, sustainability, and responsible lifecycle costs for the building materials and systems. Also critical to the success of the project is zero interruptions to the ongoing operations of the existing fire station on the site.
- b. The fire station program for this building has three main components, the Apparatus Room with support spaces, the main fire house, and parking. An optional accommodation for offices for Fire Prevention Bureau is provided for consideration. Parking is located on the lower levels. Access to the lower levels is available via a ramp off N. Dearborn Street that is part of the subsequent construction phases, after the fire station is complete. The ground level for the fire station contains the Apparatus Room with two full, pull-thru bays, two partial bays, and two additional, partial bays dedicated for the Battalion Chief and additional ambulance. Other program areas at this level include the hose tower, turn-out gear room, tool room, storage room, kitchen, dining, pantry, and additional support areas. The second level includes living spaces, consisting of a community/training room, sleeping areas for seven officers and 16 full-time personnel, locker rooms, a physical training room and all the necessary support spaces. The optional third level includes all functions for the Fire Prevention Bureau and consists of a reception area, six private offices, a large open office area, small conference room, large conference room, kitchenette, and support spaces.
- The design team anticipates the City requirement to achieve a minimum of LEED Silver Certification under USGBO's current LEED building rating system
- d Materials, requirements and standards included below are minimum standards required to be provided by the General Contractor. Some products will be sole sourced as requested by the City of Chicago, due to performance criteria or service contracts already in place with the City of Chicago. No substitutions will be allowed on products where noted and further clarification will be provided in the project specifications as the project is developed. The General Contractor will be required to provide all necessary resources, materials, labor, and construction activity to provide a complete project including the accommodation of FF8E for the project.

#### 2 Codes and Standards

- a All work shall comply with the Chicago Building Code (current edition), NFPA 101 Life Safety Code v2000, Illinois Accessibility Code, Illinois Plumbing Code, International Energy Conservation Code v2015, with any amendments and any other codes and ordinances adopted by the City of Chicago.
- b. The following industry standards shall be used as guidelines for design.

- National Fire Protection Association (NFPA)
- ii Americans with Disabilities Act (ADA)

#### 3 Exterior Building Systems

#### a Building Performance Goals

- Provide a high-performing, exterior wall system that is attractive, energy efficient and responsive to the environment. The wall system includes thermally-broken, glazing systems with low-e coated, insulated glass. Care should be taken to eliminate thermal bridging throughout the building and achieve an air and water tight building enclosure.
- The roof of the building should be properly insulated to optimize the required mechanical systems and meet energy code requirements.
- The design will take advantage of natural daylighting wherever possible to minimize and eliminate the need for artificial lighting
- v. The lighting system on the project will use energy-efficient, LED fixtures that can be controlled in zones as well as with occupancy sensors. In areas where desk work will be performed task lighting will be provided to keep ambient lighting levels low to save energy use
- v Exterior site lighting will be designed to create zero light spill

#### b Building Envelope

- At the ground level of the building the exterior walls are masonry cavity wall construction that is reinforced horizontally and vertically. This wall type consists of 8' burnished and filled concrete block with a fluid-applied air barrier, cavity wall insulation with integral drainage layer and modular face brick in a running bond pattern to a height of 8°0° on the street facade. Above 8°0° AFF at the street facade, the wall system changes from the face brick veneer to a concealed fastener, dry-seal, aluminum, composite metal panel system.
  - 1 Easis of Design Materials:
    - a. Face Brick
      - Endicott Clay, Manganese ironspot, Smooth Modular
    - b BCMU
      - Trenwyth Verastone Plus (3 colors)
    - Aluminum Composite Metal Panels
      - i Alucobond Aluminum Composite Panels, Route and Return

#### ARCHITECTURAL DESIGN NARRATIVE

Dry Seal System

- ii Aluminum Finishes
  - High-performance, three-coat fluoropolymer, metallic/ mica finish
- d. Cavity Wall insulation:
  - 1 Thermagrain, R-15
- e Air Barrier
  - Henry Air-Bloc 32MR
- ii At the ground level entry of the building, the glazing system is a coated aluminum, thermally-broken, storefront system to a height of 8'-0'. Doors are wide-stile, heavy-cuty rated and fully-glazed with 1' low-E coated, insulated units. At the second and third levels on the north facade of the building, the glazing systems is a coated aluminum, thermally-broken, curtain wall system with awning-style operable vents to meet the Chicago Building Code's light and ventilation requirements. Glazing will be 1', low-E coated, insulated units. Where privacy or spandiel panels are required in the glazing systems, a simulated sandblast ceramic frit is utilized. Punched openings on the west and south facades at the second and third levels are a coated aluminum, thermally-broken, storefront system.
  - 1 Basis of Design Materials
    - a. Curtain Wall:
      - i Oldcastle Reliance Curtain Wall System
        - 1) Vents part of same system
    - b Storefront:
      - i. Oldcastle Series 3000
        - 1) Vents part of same Series 3000 system
        - 2) Entrances Oldcastle Thermal Clad Door/Frame
    - c Glazing
      - Viracon VE1-2M
    - d. Aluminum Finishes
      - High-performance, three-coat fluoropolymer, metallic/mica finish
- iii All exterior service type doors and frames are extra-heavy duty, thermally-broken, painted, hollow metal
- iv. Overhead doors at the apparatus bay are insulated doors with windows as fabricated and installed by 'Builder Chicago'. The door operators shall be tied into the building's backup power system and also have a manual override and chain-fall operator in the event of power or door operator failure.

- v Concrete structural stoops are included outside all doors at grade level
- The roof is high albedo TPO mof system with polyisocyanurate board roof insulation and tapered insulation to create positive drainage.
  - 1 Basis of Design Materials:
    - a Roofing:
      - . GAF EverGuard 60 mil membrane
      - ii R-30 roof insulation
    - b. Warranty
      - 1 20 years
- Exterior trim/fascia is achieved with a concealed fastener, dry-seal, aluminum, composite metal panel system.
  - 1 Basis of Design Materials
    - Alucobond Aluminum Composite Panels, Route and Return Dry Seal System
    - b Aluminum Finishes
      - High-performance, three-coat fluoropolymer, metallic/mica finish
- 4 Interior Building Systems
  - a. Apparatus Room
    - The floor slab of the Apparatus Room is a cast-in-place concrete floor slab with double-mat rebar reinforcing. Thickness of the slab is undetermined at this time and will need further structural analysis to determine. The concrete slab in the apparatus room is coated with an industrial epoxy system with an integral cove base.
      - Basis of Design Materials
        - a Flooring
          - i Crown Polymers CrownShield
            - 1) Integral floor striping as part of system

- a
- b. Vertical Transportation
  - Stairs in the building are flat-pan, steel plate stairs with epoxy terrazzo treads, with integral epoxy abrasives at the nosings.
    - 1 Basis of Design Materials
      - a Tectura Epoxy Flat Treads

## DLR Group

#### ARCHITECTURAL DESIGN NARRATIVE

- The Hose Tower stair is a galvanized steel, with 2" thick serrated, metal grate treads
- The elevator is a machine room-less traction elevator sized to accept a gurney.
  - 1 Basis of Design Materials
    - a Thyssen Krupp Synergy MRL
      - Stainless steel finishes and LED lighting
- c Interior Walls
  - All interior walls are burnished concrete masonry units (BCMU) with high recycled content. All walls are required to extend to structure above with BCMU where exposed, and standard CMU or metal studs and GWB where concealed above ceilings.
    - 1 Basis of Design Materials
      - a BCMU:
        - Trenwyth Verastone Plus
- d General interior finishes applicable to all areas
  - The general floor finish is field-installed epoxy terrazzo flooring (4 colors with basic patterning)
    - 1 Basis of Design Materials
      - a Epoxy Terrazzo
        - Dex-O-Tex Epoxy Terrazzo system
  - Acoustic panel ceilings are a 2 x 2, mineral fiber panel with a tegular edge and a minmum 75 NRC.
    - 1 Basis of Design Materials
      - a Armstrong Ultima High NRC acoustical panels
      - b Armstrong Suprafine XL 9/16' suspension system
  - Doors in the building are a mix between flush wood doors with hollow metal frames, stainless steel doors and frames, and hollow metal doors and frames. Locations are as noted below
    - 1 Basis of Design Materials
      - a Hollow Metal Doors/Frames Curries
        - Locations: Mechanical rooms, back-of-house spaces, lower level spaces, storage rooms, etc., Toilet Rooms, Locker Rooms
      - b Stainless Steel Doors/Frames: Curries

- Locations: Kitchen, Apparatus Room and all associated spaces at the ground level, Turn-Out Gear, etc.
- c Flush Wood Doors VT Architectural Wood Doors
  - Locations: Offices, Officer Quarters, Conference Rooms
- 2 All building hardware shall be commercial-grade hardware, tested and listed by Underwriters Laboratories and comply with NFPA and Chicago standards.

#### e Watch Tower

- Countertops are solid surface (2 levels) with integrated monitors and switching for security cameras, control of the systems in the Apparatus Room, site lighting, and front door entry access. The area will include all the dispatch equipment for the Chicago Fire Department, provided by the City. Built-in, recessed display cases are adjacent to this area near the entry.
  - Basis of Design Materials
    - a Countertops Corian
    - b Display Cases Claridge
- Kitchen and Dining
  - Ceilings in this area are painted gypsum board. The kitchen area will contain commercial-grade, stainless steel wall cabinets, base pabinets, and countertops, stainless steel appliances, and a commercial cooking hood with fire suppression.
    - 1 Basis of Design Materials
      - a Kitchen Cabinets: Kewaunee Scientific
- g Locker and Toilet Rooms
  - The flooring in all locker and toilet rooms is epoxy resin. Ceilings are gypsum board in the toilet room / wet areas and acoustical panel ceilings in the locker areas. Ceilings in the shower areas are direct-applied, acrylic plaster. Toilet partitions are floormounted, overhead-braced, stainless steel partitions. All countertops are stainless steel with integral sinks. Lockers are fully-welded, 24"x21" in dimension, full-height deluxe club style metal lockers on a BCMU base and a hardwood bench with a transparent finish. All toilet and shower accessories are stainless steel.
    - Basis of Design Materials
      - a Epoxy resin flooring:
        - i Dex-O-Tex
      - b Toilet partitions
        - i Bradley
      - c Lockers
        - i Lvon

- d Toilet and shower accessories:
  - i Bobrick
- e Ceramic Tile:
  - i Dal-Tile 4"x8" glazed accent tile
  - ir Epoxy Grout
  - Schluter Systems stainless steel trim at all exposed tile edges, inside and outside corners.
- h Physical Training
  - Flooring is a solid rubber tile sports floor. One side of the room will have full-length wall mirrors.
    - 1 Basis of Design Materials
      - a Flooring:
        - ECOsurfaces ECOfit Recycled Rubber Flooring by ECORE Commercial Flooring
- Communications Room, Electrical Room and Mechanical Room shall have exposed CMU
  walls, no base, clear sealed concrete floors, and exposed ceiling construction (unpainted)
  Janitors closet(s) will have FRP wall panels around mop basins.
- Window Treatments
  - In the majority of the building there are manually-operated shades, except for the training room, where the shades are motorized and tied into the A/V equipment system. All shades contain a "daylight shade" material, and the training area and sleeping rooms additionally contain blackout shades.
    - Basis of Design Materials
      - a Shades:
        - Mechoshade Mecho5 & DoubleShades
- 5 Signage, Furniture, Fixtures and Equipment
  - Signage for the building consists of code-required room identification signage, stainless-steel, pin-mounted, LED-backlit, channel letters for exterior building signage, and some vinyl lettering at entry/egress doors. Directional and post/panel signage will be distributed around the building and site for wayfinding, parking signage, etc.
  - b. Loose furniture and equipment in the building includes, but is not limited to, the following.
    - i System furniture, ergonomic rolling chairs, filing cabinets, beds, bed frames, and bed side tables in all of the Officer's Quarters.
    - ii The beds, bed frames, and bed side tables in the Sleeping Rooms
    - iii All stainless steel kitchen appliances and equipment

- iv Dining tables and chairs in the Dining Area
- v. A built-in, stainless steel gas grill and outdoor furniture at the outdoor Patio area
- vi Smartboard system, wall-mounted flat panel televisions, sofas, tables and chairs and 20 individual chairs w/ arm tablets
- vii The Watch Tower will require 3 ergonomic rolling chairs, under counter filing cabinets, a key board tray, small flat panel television, as well as miscellaneous office organizational equipment.
- viii Physical Training equipment including a treadmil; cross-trainer, recumbent bike, a stair machine, bench press, weight tree and full set of weights, dumbbells and rack, smith machine, wall mounted televisions, etc.
- IX. System furniture, ergonomic rolling chairs, filing cabinets, keyboard trays and miscellaneous office organization equipment in the private and open office areas.
- x. The conference rooms will require a Smartboard system, conference table and chairs.
- xi Free standing storage systems for the storage rooms
  - 1 Basis of Design Materials
    - a Gorilla Racks
- c The equipment in the Apparatus bay includes.
  - Gear drying cabinets (2)
    - Basis of Design Materials
      - a Circul-Air Corp
  - Turn-out gear storage wall mounted rack system and hose storage rack
    - 1 Basis of Design Materials
      - a Gear Grid System
  - in Gas fire tubular infrared heating system
    - 1 Basis of Design Materials:
      - a Reznor (3 per bay)
  - v Vehicle exhaust extraction system
    - Basis of Design Materials.
      - a Plymovent Provide separate lines between bays with 2 extractors per
  - v Personnel Lift
    - 1 Basis of Design Materials
      - a JLG Industries, Inc. Vertical Mast Push Around JLG-20AM

#### ARCHITECTURAL DESIGN NARRATIVE

- 6 Miscellaneous system considerations
  - a At this concept stage of the project, there are a variety of systems specific to additional disciplines that require further development to fully understand details. DLR Group has outlined several items below that require consideration and inclusion in pricing activities:
    - i The project in full will be classified as a "high rise" building. While the design team will work to separate the fire station as much as possible, several accommodations may be required in the design, including fire separations, smoke control, tie-ins to fire command rooms, etc.
    - The project will require tie-ins to OEMC's communication infrastructure for the City. In past projects, communication towers were provided. Due to the unique nature and setting of this project, provisions may be needed at interim phases, and ultimately on the roof of the high-rise building.
    - The last fire station prototypes for the City had sprinkler systems in the fire stations, and we believe it will be required for this building, esp. given the uniqueness and stacking of the program spaces.
    - iv Sidewalks, parkways, and landscape will be required to meet City ordinances.
    - v The alley access at the south side of the building will require more than a traditional falley pavement due to the size and weight of vehicles coming into the station. The design team believes this area should include concrete pavement at minimum, reinforced to loading standards for fire station apparatus.
    - vi Coordination and traffic signaling solutions/infrastructure will be required and tied into the fire station watchtower emergency response system.
    - Radio repeaters and cell phone boosters are required throughout the internal fire station at all levels
    - viii. See Appendix #2 for an example FF&E matrix from the past prototype. All FF&E systems will require further development, verification of manufacturers, and availability.

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#### **PROGRAM AND OBJECTIVES**

Collaborating with the Chicago Fire Department and DLR Group, creators of the current Chicago firehouse prototype, the team has composed a thoughtful design solution to meet every program requirement.

Training Room
Community Room
Eight (8) apparatus doors.  COMPLETE The apparatus bay doors have been arranged on 15' centers with 14' wide doors per the current CFD Prototype. In addition to the eight doors, the design accommodates two ancillary bays for an additional Engine and a large (31') Hazmat rig
Male dorm
Female dorm
Offices/ offer quarters (10)
Day Room

Male locker room	COMPLETE
Female locker room	
Fire coat room	
Apparatus exhaust system.	COMPLETE
Laundry area	COMPLETE
Medical storage	COMPLETE
General storage	COMPLETE
Telecom room	COMPLETE
Day room	COMPLETE
Watch tower.	COMPLETE
Kitchen.	COMPLETE
Dining room	COMPLETE
Pantry	COMPLETE
Male bathroom	COMPLETE
Female bathroom.	
Emergency generator and enclosure	COMPLETE
Listed areas = 12 624.1 SE without apparetus annea	COMPLETE

#### PROTOTYPE PLAN - FOR REFERENCE

The current prototype, pictured below, was developed between the Chicago Fire Department and DLR Group. All requirements of the existing prototype have been met in the proposed design.

1. Sonararis nav

6) storage

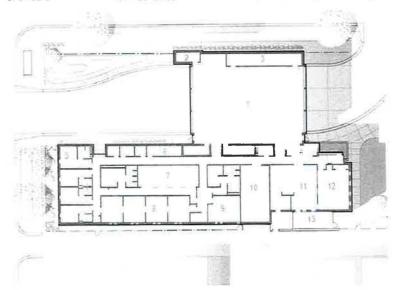
11. kitchen 12. Laining floor plan

2, hose tower 3 turn-out gear 7, lookers 8, steeping

13. patio

4. watch tower 5. officers

9, physical training 10, mechanical







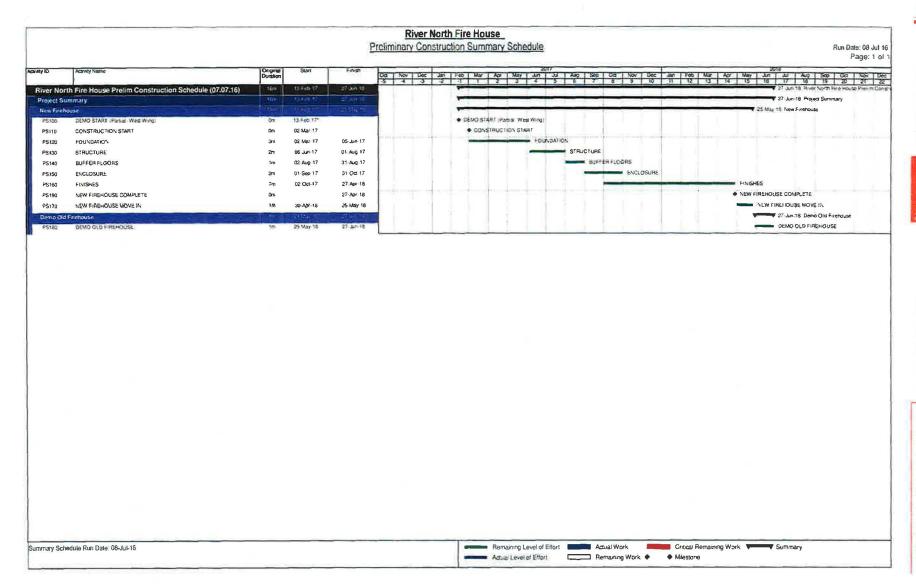








#### PROJECT SCHEDULE



#### EC-42 FIRE STATION

#### GENERA HOTES

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APPENDIX A: FLOOR PLAN - OPTIONAL LEVEL 3 FIRE PREVENTION

**EAST/WEST SECTION - OPTIONAL LEVEL 3** 

A MANAGORNES I METRONO SYSTEM

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SAMISTOCANO STORM

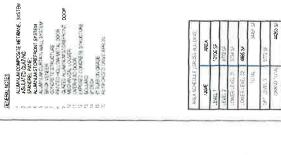
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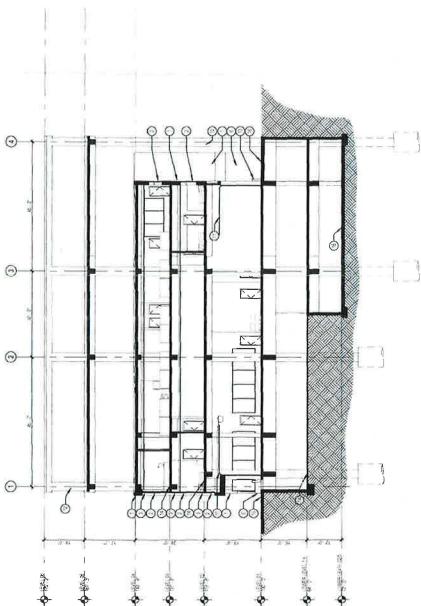
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EC-42 FIRE STATION

# NORTH/SOUTH SECTION - OPTIONAL LEVEL 3





#### APPENDIX B: FF&E MATRIX

#### Engine Company 42

#### Engine Company 42 - FF&E Matrix

Room	Item Description/Manufacturer	Additional Info.	Product Image				
Sleeping Room	Mattress  Manufacturer Made Rac Product Name Sever Sorring Satable Severa  Product No. NATEGIN 2014NA	New York States on Assist New Process and	1EGESI				
	Dimensions: La accommodate Red base lated Frish, NIA		-0.50				
Sleeping Room	Bed flase	No readont					
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Physical training	Recurricem Bite Agrufacturer Life Fatoria Product Name Classic Series Product No Camerisons 26" x 54" x 51"	Ser Powares	F				
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#### Engine Company 42

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EXHIBIT B Firehouse Budget (Attached)

## Exhibit B Firehouse Budget

FIREHOUSE/PARKING DEVELOPMENT SUMMARY	TOTAL 30,091 SF	FIREHOUSE 19,488 SF	FI	RE PREVENTION 9,698 SF	100	RE PARKING BO SPACES
Gross square footage Excluding Parking Construction cost/gross square feet	30,130 \$581.21	19,488 \$598.92		9,698 \$344.65		13,841 \$180.43
Construction Costs Includes 5% Contingency	\$ 17,511,457	\$ 11,671,767	\$	3,342,400	\$	2,497,290
DEVELOPMENT COSTS						
Land Cost						
Construction Including	17,511,457	11,671,767		3,342,400		2,497,290
Soft Costs	2,312,415	1,987,415		325,000		
Construction Period taxes						
Parking Equipment	50,000					50,000
Signage (see attached)	35,000					35,000
Contingency Included In Const. Budget	•					,
Total	\$ 19,908,872	\$ 13,659,182	\$	3,667,400	\$	2,582,290
Total cost/gsf Price per Unit/Parking Space	 \$660.78	\$700.90		\$378.16		\$186.57 \$86,076

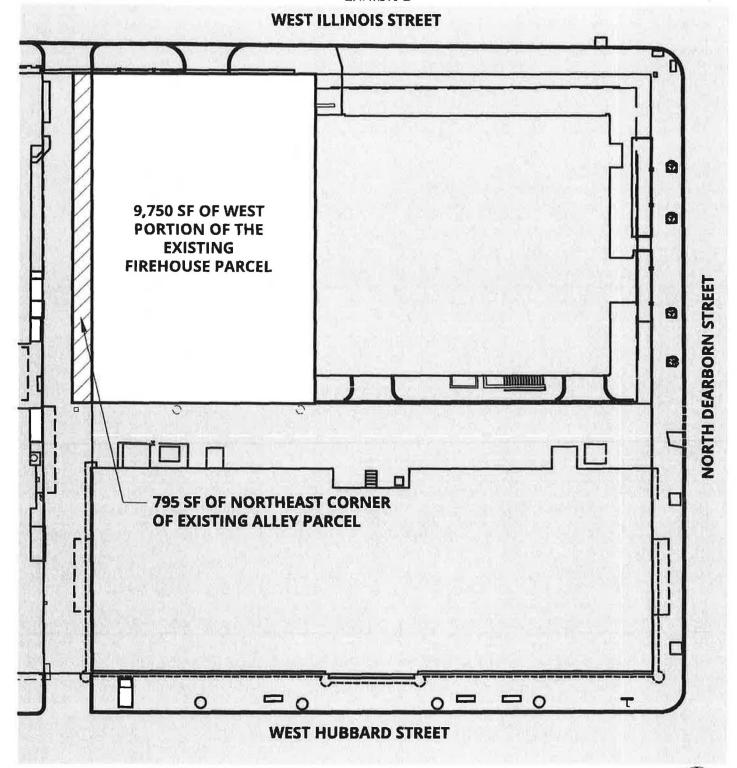
EXHIBIT C
New Development
(Attached)

Exhibit C



EXHIBIT D New Firehouse Parcel (Attached)

Exhibit D







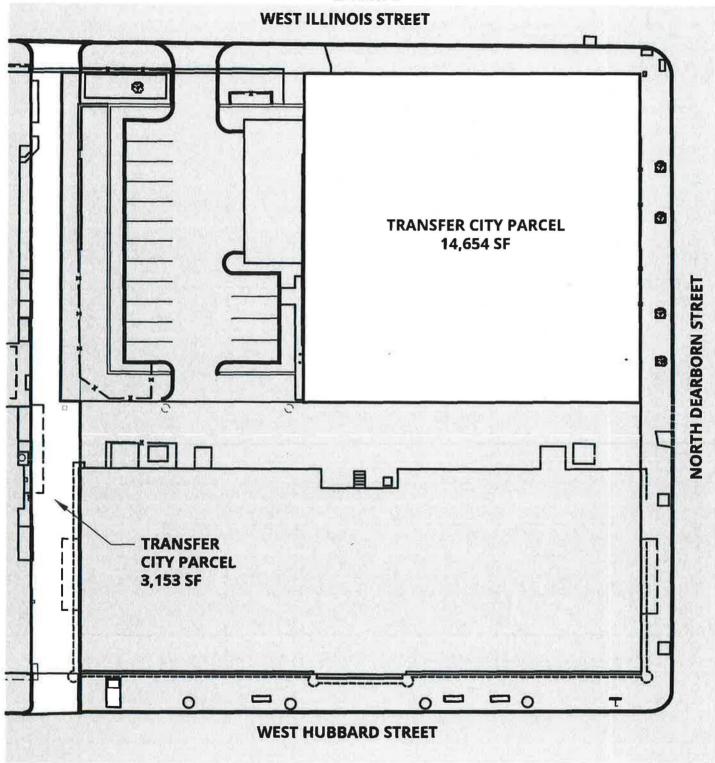
312.644.1100 | friedmanproperties.com

**55 W Illinois Street** New Firehouse Parcel

02/15/2017

EXHIBIT E Transfer City Property (Attached)

Exhibit E







**55 W Illinois Street** Transfer City Parcel

02/15/2017