

PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT
 CONTRACT NUMBER PS1557E
 WITH
 HDR ENGINEERING, INC
 TO PROVIDE
 TRAFFIC STUDY SERVICES
 FOR
 VARIOUS SITES

Mayor Richard M. Daley
 Chairman

Erin Lavin Cabonargi
 Executive Director

Richard J. Daley Center, Room 200
 50 West Washington Street
 Chicago, Illinois 60602
www.pbcchicago.com

Public Building Commission of Chicago		
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01 PBC:	14-06-03 07	
02 PMO:		
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REC'D MAY 24 2010		
Authority 01-		
Contracts 02-		
Procure 03-		
Plan/Design 04-		
Construction 05-		
FFE 06-		
CloseOut 07-		

CN-PBC-GSB/PS1557-E - Traffic Study Various Sites - 20100524

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EXECUTION PAGE
TRAFFIC STUDY SERVICES - PS1557E

THIS AGREEMENT effective as of April 9, 2010, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **HDR Engineering, Inc.** with offices at 8550 West Bryn Mawr Avenue, Suite 900, Chicago, Illinois, 60631 (the "**Consultant**").

Recitals:

Whereas, the Commission intends to undertake from time to time the acquisition, demolition, renovation, development, construction and/or improvement of buildings, facilities and other improvements ("Project") located in the City of Chicago ("City") at the request of various governmental and public agencies ("User Agency").

WHEREAS, the Commission requires certain professional services as described in Schedule B of the Agreement as modified from time to time by Task Order (the "Services") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

WHEREAS, the Consultant desires to be retained by the Commission to perform the Services and has represented to the Commission that the Consultant is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to perform the Services required by the Agreement in accordance with terms and conditions of the Agreement.

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

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

EXECUTION PAGE

TRAFFIC STUDY SERVICES - PS1557E

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard M. Daley Date: _____
Richard M. Daley
Chairman

ATTEST:

Edrick C. Johnson Date: 5/3/2010
Edrick C. Johnson - Secretary

Approved as to form and legality

Neal & Leroy, LLC Date: 4-20-10
Neal & Leroy, LLC

CONSULTANT: HDR ENGINEERING, INC.

Paul A. Schubert Date: 4/8/10
Vice President

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Patrick Rochnick and _____
on behalf of Consultant this 8th day of April, 2010.

Donna Creighton
Notary Public
My Commission expires: 07/20/2011
(SEAL OF NOTARY)



SCHEDULE A

TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.

2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.

a. **Agreement** means this Professional Services Agreement for Specialty Consulting Services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.

b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.

d. **CW System** or **CW** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.

e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.

f. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.

g. **Key Personnel** means those job titles and persons as identified in such positions in Schedule E of this Agreement.

h. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Schedule B of this Agreement and the assigned Task Order.

i. **Sub-consultant** or **Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services and/or improvement of the Project.

j. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.

2. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby

incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

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

a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.

d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its

responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

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

4. **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"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Consultant in responding to the Task Order Service Request.

b. **Task Order Proposals.** Consultant must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, 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.

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 Consultant regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Consultant negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Consultant must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.

d. **Notice of Approval of Task Orders.** All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director. Absent approval of a Task Order and issuance of a Notice to Proceed as provided in the following sub-paragraph, the Commission will not be obligated to pay or have any liability to Consultant for any Services or Deliverables provided by Consultant pursuant to such Task Order.

e. **Notice to Proceed.** After approval of the Consultant's engagement to perform Services under a Task Order (as evidenced by the execution of the Notice of Award by the Executive Director), the Commission shall issue a Notice to Proceed authorizing the Services that are within the scope of such Task Order and attaching or incorporating the applicable Task Order. Upon receipt of an executed Notice to Proceed issued by the Project Manager, Consultant will promptly commence and perform, in accordance with the Task Order, the Services set forth in the Task Order. Consultant shall not commence the applicable Services unless and until the Commission issues the Notice to Proceed.

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

5. **Duties and Obligations of Consultant.**

a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

c. **Intentionally omitted.****

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

** TO BE INSERTED IN CONTRACTS FOR SURVEYING, TRAFFIC STUDIES AND COMMISSIONING.

e. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

f. **CW System.** The Commission may require the Consultant 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 Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.

g. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

h. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.

i. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

6. **Term.**

a. The term of this Agreement is three (3) years with three (3) successive one (1)-year renewal options at the sole discretion of the Commission. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of subparagraph (b) below, shall expire three (3) years after the effective date of this Agreement, or any renewal option period if exercised by the Commission.

b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination

or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

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

7. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of fees [and costs] to be paid by the Commission during the term of this Agreement, excluding any renewal option periods, shall not exceed the sum of \$200,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule C of this Agreement, or as modified by assigned Task Order. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

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

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

b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.

d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services and the assigned Task Order.

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

f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.

9. **Indemnification of Commission.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

10. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in Schedule D.

11. **Default.**

a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been give to the Consultant by the Commission;

ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed,

discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

13. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

[14. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]

15. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or

to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

16. Miscellaneous.

a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

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

c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of

this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

SCHEDULE B
SCOPE OF SERVICES
TRAFFIC STUDY SERVICES - PS1557E

I. General Scope of Services – Traffic Study Consultant

The Consultant will enter into a Task Order agreement with the PBC. Consultants will perform all Services required to complete the Traffic Study of the assigned project or projects during the planning or design phases. The Consultant is to complete a study on the traffic-related impacts of locating the proposed facility at the project site. The PBC would like to understand any traffic-related issues; both existing and that might be created by the development, in order to assess any traffic-related impacts that the development may have on the community. The term Task Order will terminate when all Services required have been completed to the reasonable satisfaction of the Commission. The Consultant's Task Order will be executed in a Lump Sum Format, on a project by project basis.

Below are the individual tasks Consultant may be required to perform:

A. Data Collection:

- 1) *Kick-Off Meeting:* The Consultant shall attend a kick-off meeting with the PBC prior to commencing with the work. The kick-off meeting will address scope of work, special requirements, schedule, site access, and any other particular items that are required for the successful completion of a traffic study.
- 2) *Field Reconnaissance & Inventory:* The Consultant shall perform a field reconnaissance and inventory of existing traffic, parking, bicycle, pedestrian and any other existing modes of transportation. The inventory shall include, but not limited to, the following:
 - a. Street widths, parking restrictions, parking capacity, curbside activity, traffic control, general circulation patterns, adjacent properties, bus stop locations, pick-up/drop-off accommodations, pedestrian and bicycle paths, travel routes, pavement markings, and signs.
 - b. Other conditions relevant to the study.
- 3) *Collect & Review Existing Operations and Traffic Data:* The Consultant shall collect and review all relevant information pertaining to existing transportation system operations and existing and projected populations and land use within the vicinity of the site.
- 4) *Existing Conditions Summary Exhibit:* The Consultant shall prepare an existing conditions diagram summarizing the identified field conditions.

B. Field Investigation:

- 1) *Traffic Count:* The Consultant shall specify traffic count procedures (manual or automated). The traffic counts (vehicular and pedestrian) shall be conducted per the time periods specified by the PBC.
- 2) *Traffic Observation:* The Consultant shall perform traffic observations for the purposes of estimating the travel modes of users, advising on pick-up/drop-off activities, evaluating on street and off-street parking demands, and assisting in the projections.
- 3) *Traffic Summary Exhibit:* The Consultant shall prepare a diagram summarizing vehicular, bicycle, pedestrian and any other existing modes of transportation volumes for the peak traffic during the study periods.

C. Trip Generation and Traffic Assignment

- 1) *Trip Generation*: The Consultant shall utilize traffic counts, field observations, and other related data to generate trip estimates during study periods of user activity. The Consultant shall validate the trip generations through industry-recognized standards.
- 2) *Trip Distribution*: The Consultant shall distribute the generated traffic (vehicular, pedestrian and any other existing modes of transportation) onto the existing, or proposed, streets and sidewalk networks based upon anticipated direction of travel.
- 3) *Trip Assignment*: The Consultant shall assign the generated traffic projections to the adjoining street system based upon the trip distributions and any other relevant information.

D. Analysis and Recommendation

- 1) *Intersection Capacity Analysis*: The Consultant shall conduct capacity analysis at all relevant intersections for each study period. The Consultant shall describe the methods used to develop the capacity analysis.
- 2) *Analysis and Recommendations*: The Consultant shall analyze the information developed by the study and submit a professional analysis and recommendation(s) for the necessary areas of consideration, including impacts and improvements, to the following (but not limited to):
 - a. Existing street system(s)
 - b. Building access and circulation
 - c. Transit
 - d. Parking
 - e. Pedestrian/Bicycle systems
 - f. Pick-up/drop-off operations related to school buses, transit, private autos, agency vehicles, loading and delivery docks, etc.
 - g. Conflict points between autos, pedestrians, and school/CTA bus activity
 - h. Safety conditions
 - i. Traffic control at intersections for pedestrian and vehicular traffic
 - j. Roadway
 - k. Meters
 - l. Reducing the amount of traffic and onsite parking
 - m. Impact to traffic pattern at adjacent properties.

E. Documentation

Findings and Recommendations Meeting: The Consultant shall be available for one (1) meeting to discuss the analysis and investigation results to the PBC Project Manager and team members, two (2) zoning meetings, if required and shall attend meetings with governing authorities, community meetings, and as needed.

- 1) *Traffic Study*: The Consultant shall provide a draft electronic report with the following (but not limited to):
 - a. Exhibits depicting existing conditions aerial
 - b. Existing traffic
 - c. Bicycle and pedestrian volumes
 - d. Site generated traffic and pedestrian volumes
 - e. Total traffic and pedestrian volumes

f. Aerial exhibit identifying locations of recommended improvements

Further, the Consultant shall provide the text in WORD format for the first draft review within three (3) weeks following the authorization to begin work. After incorporating all comments, the Consultant shall submit five (5) hard copies of the Final Traffic Study (including all summary diagrams and analysis) and one electronic PDF file on CD to the PBC Project Manager within two (2) weeks after receiving comments.

F. Additional Studies (if needed)

- 1) *Traffic Conditions during Construction:* The Consultant shall analyze the impacts on traffic patterns during construction of this project and make recommendations to mitigate any significant impacts.
- 2) *Public Transit Analysis & Recommendation:* The Consultant shall analyze and make recommendation for the optimum location(s) for public transit stops.
- 3) *Parking Facility Analysis:* The Consultant shall analyze and make recommendation for impacts due to a parking garage associated with the project.
- 4) *Pedestrian Safety Analysis & Recommendation:* The Consultant shall analyze and make recommendation for safety issues related to impacts to pedestrian traffic around the project site.

**SCHEDULE C
COMPENSATION OF THE CONSULTANT
TRAFFIC STUDY SERVICES - PS1557E**

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services, included in each Task Order assigned by the Commission on a Lump Sum Basis ("Fee").
- C.1.2 Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

C.2 METHOD OF PAYMENT

- C.2.1 **Invoices.** The Consultant will submit an invoice through CW to the Commission for Services performed, that will be paid in one lump sum after all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission.

Each invoice must reference the contract number, task order number, project name and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant 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 and the reasons for such variances.

- C.2.2 **Payment.** Payment will be processed within 30 days after Commission receives an acceptable invoice from the Consultant.

**SCHEDULE D
INSURANCE REQUIREMENTS
TRAFFIC STUDY SERVICES - PS1557E**

In general, unless otherwise specified in the assigned Task Orders, the Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

D.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 the following: All premises and operations, products/completed operations, separation of insureds, defense, explosion, collapse, underground, and contractual liability (with no limitation endorsement). The Public Building Commission and User Agency designated in the scope of the work must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

D.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 Consultant 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 and User Agency designated in the scope of the work must be named as additional insureds on a primary, non-contributory basis.

D.1.4. Professional Liability

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

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

D.1.5 Property

The Consultant is responsible for all loss or damage to Commission and/or User Agency property at full replacement or repair cost. The Consultant 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 Consultant.

D.1.6 Valuable Papers

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

D.2 ADDITIONAL REQUIREMENTS

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

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

The insurance must provide for 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changes, or non-renewed.

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, User Agency and their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Commission and the User Agency do not contribute with insurance provided by the Consultant 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.

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

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

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

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements. Insurance requirements may be altered, including, but not limited to naming other entities or persons as additional insureds, based upon the issuance of specific task orders.

**SCHEDULE E
KEY PERSONNEL
TRAFFIC STUDY SERVICES - PS1557E**

(COMMISSION'S KEY PERSONNEL FORM FOLLOWS THIS PAGE.)

Summary List of Years with HDR/Industry Experience

This summarizes the number of years that our Key Personnel have been with HDR and in the Industry along with availability.

Name	Years with HDR	Industry Experience	Availability
Donald Grabowski, PE	11 Years	19 Years	50%
Jennifer Mitchell, PE, PTOE	1 Year	17 Years	50%
Joseph Spradling, PE	7 Years	9 Years	75%
Jason Meter, EIT	2 Years	2 Years	75%

**SCHEDULE F-1
DISCLOSURE OF RETAINED PARTIES
TRAFFIC STUDY SERVICES - PS1557E**

(COMMISSION'S DISCLOSURE OF RETAINED PARTY FORM FOLLOWS THIS PAGE.)

ATTACHMENT F
DISCLOSURE OF RETAINED PARTIES
REQUEST FOR QUALIFICATIONS
TRAFFIC STUDY SERVICES - PS1557
FOR
VARIOUS PROJECT SITES

A. Definitions and Disclosure Requirements

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

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: Traffic Study Services-PS1557
Description of goods or services to be provided under Contract: Traffic Study Services for Various Project Sites
2. Name of Consultant: HDR Engineering, Inc.
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

4. The Consultant understands and agrees as follows:

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

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

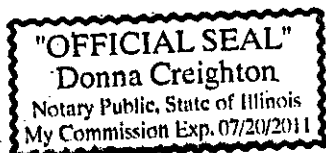
Patrick J. Pechnick
Signature

4/8/10
Date

Patrick J. Pechnick
Name (Type or Print)

Vice President
Title

Subscribed and sworn to before me
this 8th day of April 2010
Donna Creighton
Notary Public



**SCHEDULE F-2
DISCLOSURE AFFIDAVIT
TRAFFIC STUDY SERVICES - PS1557E**

**(COMMISSION'S DISCLOSURE AFFIDAVIT FORM EXECUTED BY CONSULTANT FOLLOWS THIS
PAGE.)**

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Nebraska

b. Authorized to do business in the State of Illinois: Yes [x] No []

c. Names of all officers of corporation or LLC		Names of all directors of corporation	
(or attach list):		(or attach list):	
Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>See attached</u>	_____	<u>See attached</u>	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>No one person owns 7.5% or greater of the proportionate ownership of the corporation</u>	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
HDR Inc.	8404 Indian Hills Drive, Omaha, Nebraska 68114	100%
_____	_____	_____ %

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
Yes [x] No []

If "yes" provide the above information, as applicable, for each such corporation or entity.

HDR Inc. 8404 Indian Hills Drive, Omaha, Nebraska 68114 100%

SECTION 2. PARTNERSHIPS

- a. 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 of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. 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 NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

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

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

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

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

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

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. State of incorporation _____
- b. Name of all officers and directors of corporation (or attach list):

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

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

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes ___ No X
 If yes, check one: MBE ___ WBE _____

Certified by: _____
 (Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?
 Yes X No _____

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

Category	Registered License (or license number)	Organization issuing License	Intend to Perform? Yes/No
<u>Limited Business License</u>	<u>1277944</u>	<u>City of Chicago</u>	
<u>LS/PE/SE</u>	<u>184.00107</u>	<u>State of Illinois</u>	
_____	_____	_____	

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

COMMITMENT TO COMPLY WITH THE INDEMNIFICATION PROVISIONS IN THE AGREEMENT AND ALL OTHER REQUIREMENTS.

I/We Patrick J. Pechnick an authorized representative of the Respondent agree to comply with indemnification provisions and all other requirements.

Signed by: *Patrick Pechnick*

Title: Senior Vice President

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Patrick Pechnick

Signature of Authorized Officer

Patrick J. Pechnick
Name of Authorized Officer (Print or Type)

Vice President
Title

773.380.7900
Telephone Number

State of Illinois

County of Cook



Donna Creighton

Signed and sworn to before me on this 8th day of April, 2010 by

Patrick Pechnick (Name) as Vice President (Title) of

HDR Engineering, Inc (Bidder/Proposer or Contractor)

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Name	Title
Richard R Bell	Director
Gary L Bleeker	Director
James K Haney	Director
George A Little	Director

HDR Engineering, Inc.
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List of Directors and Officers

Name	Title
Richard R Bell	Chief Executive Officer
George A Little	President, Chief Operating Officer
Henry H Benjes	Executive Vice President
Gary L Bleeker	Executive Vice President
Timothy J Connolly	Executive Vice President
Terence C Cox	Executive Vice President
William M Dowd	Executive Vice President
James K Haney	Executive Vice President
Dennis C Hirschbrunner	Executive Vice President
Eric L Keen	Executive Vice President
Elwin M Larson	Executive Vice President
William H Raleigh	Executive Vice President
Richard J Vensas	Executive Vice President
William H Wadsworth	Executive Vice President
Kenneth E Aducci	Senior Vice President
David J Anderson	Senior Vice President
James B Andrews	Senior Vice President
Leroy E Baker	Senior Vice President
Ralph A Batenhorst	Senior Vice President
Stephen R Beard	Senior Vice President
Robert J Beduhn	Senior Vice President
Khalid Bekka	Senior Vice President

HDR Engineering, Inc.
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List of Directors and Officers

William E Bennett	Senior Vice President
Jeffrey S Berk	Senior Vice President
Michelle F Bissonnette	Senior Vice President
Bill Blaylock	Senior Vice President
Neil E Botts	Senior Vice President
Paul A Bowdoin	Senior Vice President
Lucille H Bowen	Senior Vice President
William W Brinker	Senior Vice President
Richard L Brooks	Senior Vice President
James R Brown	Senior Vice President
Dennis W Bruce	Senior Vice President
Ricardo N Calvo	Senior Vice President
Jay A Campbell	Senior Vice President
Michael A Cassio	Senior Vice President
James A Cathcart	Senior Vice President
Kenneth L Choffel	Senior Vice President
Stanley A Christopher	Senior Vice President
Robert F Clair	Senior Vice President
David L Clark	Senior Vice President
Christopher E Claunch	Senior Vice President
James R Connell	Senior Vice President
David L Connelly	Senior Vice President

HDR Engineering, Inc.
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Paul E Cooke	Senior Vice President
C Edwin Copeland	Senior Vice President
Daniel D Costello	Senior Vice President
Timothy R Crockett	Senior Vice President
Jeff L Curren	Senior Vice President
Donald R Curtis	Senior Vice President
Mark R Dalton	Senior Vice President
William H Damon	Senior Vice President
Kevin Delange	Senior Vice President
John J Devine	Senior Vice President
Michael D Dingwell	Senior Vice President
Thomas A Donnelly	Senior Vice President
Glenn H Dostal	Senior Vice President
Marcia H Earle	Senior Vice President
Robert H Ellis	Senior Vice President
Glen E Ellmers	Senior Vice President
William F Ettlich	Senior Vice President
Brent R Felker	Senior Vice President
Timothy R Fleming	Senior Vice President
Lee E Frederiksen	Senior Vice President
Debra L Frye	Senior Vice President
Ralph W Gilbert	Senior Vice President

HDR Engineering, Inc.
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Susan K Gilbert	Senior Vice President
Neil A Graff	Senior Vice President
Herbert W Grubb	Senior Vice President
William B Hagood	Senior Vice President
Charles A Hales	Senior Vice President
David G Hammond	Senior Vice President
Jeffrey Han	Senior Vice President
Daniel A Harkins	Senior Vice President
Kenneth A Hartmann	Senior Vice President
Matthew J Harvey	Senior Vice President
Duane A Hippe	Senior Vice President
Brian K Hoppy	Senior Vice President
Mark D Hunsicker	Senior Vice President
Marilyn D Jackson	Senior Vice President
Craig W Jardine	Senior Vice President
W Roger Johnson	Senior Vice President
Martin J Joyce	Senior Vice President
Kelly J Kaatz	Senior Vice President
Steven A Keyes	Senior Vice President
Thomas T Kim	Senior Vice President
Gregory J Kirmeyer	Senior Vice President
David C Kramer	Senior Vice President

HDR Engineering, Inc.
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Lawrence A Kyle	Senior Vice President
David F LeCureux	Senior Vice President
James W Lee	Senior Vice President
Craig R Lenning	Senior Vice President
David L Lewis	Senior Vice President
Harold E Lewis	Senior Vice President
Larry D Low	Senior Vice President
John T Lucey	Senior Vice President
Neil J Lucey	Senior Vice President
Edwin C Luttrell	Senior Vice President
James M Lynch	Senior Vice President
William S M'Coy	Senior Vice President
Jeff B Massengill	Senior Vice President
Jan P Mazgaj	Senior Vice President
Peter M McGroddy	Senior Vice President
Thomas C McLaughlin	Senior Vice President
Kent L McWaters	Senior Vice President
Richard R Miller	Senior Vice President
Roger W Moody	Senior Vice President
James A Moore	Senior Vice President
John H Morton	Senior Vice President
Lewis K Mosteller	Senior Vice President

HDR Engineering, Inc.
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Werner G Mueller	Senior Vice President
Dale T Muellerleile	Senior Vice President
Joseph D Murdoch	Senior Vice President
Johannes B Neethling	Senior Vice President
Jason E Neil	Senior Vice President
Charles L O'Reilly	Senior Vice President
Craig R Olson	Senior Vice President
R Daniel Olson	Senior Vice President
Richard R Pannell	Senior Vice President
David A Peters	Senior Vice President
Melford J Placilla	Senior Vice President
John R Plattsmier	Senior Vice President
Charles C Plummer	Senior Vice President
Edward H Power	Senior Vice President
Allan J Priest	Senior Vice President
Joseph F Puzio	Senior Vice President
Dorothy G Raposa	Senior Vice President
David J Reardon	Senior Vice President
Edward E Reese	Senior Vice President
Robert J Rella	Senior Vice President
Laurie L Roden	Senior Vice President
John W Rushing	Senior Vice President

HDR Engineering, Inc.
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Thomas M Sanders	Senior Vice President
Charles R Scroggin	Senior Vice President
James A Shiner	Senior Vice President
Darryl J Shoemaker	Senior Vice President
Judith A Shulman	Senior Vice President
Charles T Sinclair	Senior Vice President
Michael J Skelly	Senior Vice President
Kenneth A Smith	Senior Vice President
Thomas P Smithberger	Senior Vice President
Kirk A Stull	Senior Vice President
Kendal R Tanner	Senior Vice President
John B Tarantino	Senior Vice President
John C Tarbell	Senior Vice President
David M Taylor	Senior Vice President
Edward M Tenny	Senior Vice President
Matthew B Tondl	Senior Vice President
Pasquale A Tulino	Senior Vice President
Glen R Turney	Senior Vice President
Robert D Turton	Senior Vice President
Mary K Wees	Senior Vice President
Bruce R Willey	Senior Vice President
John F Williams	Senior Vice President

HDR Engineering, Inc.
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Robert B Williams	Senior Vice President
Mark L Wollschlager	Senior Vice President
Kenneth J Wright	Senior Vice President
John M Yadlosky	Senior Vice President
Robert J Yechout	Senior Vice President
Russell L Zapalac	Senior Vice President
Carmen B Abad-Fitts	Vice President
Ruth C Abbe	Vice President
Roy K Abe	Vice President
Bassam C Abi-Samra	Vice President
William K Ahlert	Vice President
Paul M Alsina	Vice President
Robert L Anderson	Vice President
Alfredo F Arce	Vice President
Thomas W Atkins	Vice President
James A Bagwell	Vice President
Eugene N Balter	Vice President
Subrata Bandyopadhyay	Vice President
Norman J Barker	Vice President
Samuel R Barnes	Vice President
Elena R Barnett	Vice President
William E Barnhart	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Michael J Barton	Vice President
Adel A Bassyouni	Vice President
Lucas A Bathurst	Vice President
Vicki J Beaubien	Vice President
Robert R Becker	Vice President
Timothy R Bennett	Vice President
Eric G Berggren	Vice President
Steven R Bergman	Vice President
Douglas K Biglen	Vice President
Daniel W Billman	Vice President
Brian D Bird	Vice President
Edward C Bishop	Vice President
Douglas J Bisson	Vice President
Bryan Black	Vice President
Claude T Bland	Vice President
Donna R Bloom	Vice President
Robert M Boling	Vice President
James W Booty	Vice President
Mark D Borenstein	Vice President
Paul R Bott	Vice President
Charles J Brackett	Vice President
Greg G Bradshaw	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Peter J Brakenhoff	Vice President
Paul M Bratovich	Vice President
Kenneth F Briggs III	Vice President
Robert D Brittain	Vice President
Jerome W Brown	Vice President
Matthew A Bunner	Vice President
David W Buras	Vice President
William D Burgel	Vice President
John M Buttenob	Vice President
Brent A Cain	Vice President
Thomas H Caldwell	Vice President
Nelson E Canjura	Vice President
Garson C Carothers	Vice President
Steven M Carroll	Vice President
Donald J Castro	Vice President
Yu-Jung Chang	Vice President
John M Chapman	Vice President
Jay L Chiglo	Vice President
James J Christensen	Vice President
Virginia Cisneros	Vice President
Angela M Clark	Vice President
Craig A Close	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Samuel D Cobb	Vice President
Lincoln D Cochran	Vice President
Alan S Cohen	Vice President
Richard R Coles	Vice President
Kevin R Collins	Vice President
Suanne O Collinsworth	Vice President
Arthur B Colwell	Vice President
Michael J Condran	Vice President
Robert E Cone	Vice President
David R Conover	Vice President
Michael J Conzett	Vice President
William R Cowdrey	Vice President
John L Craig	Vice President
Hubert L Cronister	Vice President
Miles L Cross	Vice President
Carl E Crull	Vice President
David W Culligan	Vice President
Phillip S Curry	Vice President
Peter C Dadamo	Vice President
Amy S Dammarell	Vice President
Peter J Davis	Vice President
Nicholas H Davoren	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

David M Dechant	Vice President
Betty J Dehoney	Vice President
Edward J Delaforest	Vice President
John M Dempsey	Vice President
Michael G Dodson	Vice President
Karen M Doherty	Vice President
Brian P Dolan	Vice President
Daniel E Domalik	Vice President
Edward E Donahue	Vice President
Timothy K Dougherty	Vice President
Jeffrey S Douglas	Vice President
Mike L Downing	Vice President
Richard M Duarte	Vice President
David D Dunn	Vice President
Victor J Duran	Vice President
John H Duschang	Vice President
Benedict R Edelen	Vice President
Ruedy P Edgington	Vice President
Allison M Edwards	Vice President
Douglas T Edwards	Vice President
Katherine W Eldridge	Vice President
Kurt W Emmerich	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

John J Engel	Vice President
Patrick J Engelbert	Vice President
Thomas L Englert	Vice President
John R Evans II	Vice President
Tony W Everson	Vice President
Jason R Fanselau	Vice President
Gordon W Fassett	Vice President
Keith A Ferguson	Vice President
Matthew W Ferguson	Vice President
Kenneth P Ferjancic	Vice President
Stephen J Ferrell	Vice President
Kenneth C Fannesbeck	Vice President
Mark E Forest	Vice President
John S Foster	Vice President
Garey W Foyt	Vice President
Larry W Frevert	Vice President
Karl J Fryklind	Vice President
Lester H Fukuda	Vice President
Robert Gary Fuller	Vice President
Thomas M Galeziewski	Vice President
Timothy J Gallagher	Vice President
Duane P Gapinski	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Guillermo E Garcia	Vice President
James W Garvin	Vice President
Darlene K Gee	Vice President
Gregory H Gesell	Vice President
James B Gibson	Vice President
Amy A Gilleran	Vice President
James R Glaser	Vice President
Jeffrey B Glover	Vice President
Roger S Goehri	Vice President
Oscar J Gonzalez	Vice President
Thomas E Gould	Vice President
Daniel J Graber	Vice President
David R Grady	Vice President
Karen A Graham	Vice President
Michael G Greenberg	Vice President
Dennis E Grennan	Vice President
Bruce A Grenoble	Vice President
William Gross	Vice President
Nancy A Gruwell	Vice President
Peter W Guletsky	Vice President
Adrian A Gunderson	Vice President
Carlton L Haack	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Craig E Habben	Vice President
Edith M Hadler	Vice President
Mark J Hammer	Vice President
Christopher M Haney	Vice President
Daniel J Harmon	Vice President
Michael C Harrison	Vice President
Gerald J Hauske	Vice President
John G Haussmann	Vice President
Douglas C Hearn	Vice President
Philip C Heckler	Vice President
Julie A Hellmann	Vice President
Melissa J Hennessy	Vice President
Edward J Herald	Vice President
Lewis R Herrington	Vice President
Laurie W Herson	Vice President
John F Hesterman	Vice President
Jaime F Higgins	Vice President
Steven R Hill	Vice President
Francis T Hino	Vice President
Wallace Hise	Vice President
Steven H Hoff	Vice President
Jeffrey H Hokanson	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Donald R Holcomb	Vice President
Jeremy L Holland	Vice President
Charles J Hookham	Vice President
Richard T Horton	Vice President
James D Howells	Vice President
Bruce J Howie	Vice President
Wendy J Hoyt	Vice President
Adrian J Huckabee	Vice President
Todd M Hudak	Vice President
Roger T Hunt	Vice President
John B Hyre	Vice President
Rashed T Islam	Vice President
Joseph A Izzo	Vice President
Vincent J Izzo	Vice President
Brent W Jensen	Vice President
Bradford L Johnson	Vice President
David C Johnson	Vice President
Erik B Johnson	Vice President
Michael T Johnson	Vice President
Michael W Johnson	Vice President
Thomas L Johnson	Vice President
Douglas B Jones	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Edward C Junod	Vice President
Michael P Kalis	Vice President
David W Kasper	Vice President
David P Keil	Vice President
Kevin K Keller	Vice President
Robert E Kellner	Vice President
Trent L Kelso	Vice President
Gregory A Kempf	Vice President
Kevin A Kennedy	Vice President
Hussein H Khalil	Vice President
Anwar A Khan	Vice President
Madhusudhan R Kilambi	Vice President
Robert D King	Vice President
David J Kinnear	Vice President
Ronald H Kinoshita	Vice President
Robert Kloovsky	Vice President
John E Koch	Vice President
Daryl A Kottwitz	Vice President
Leslie F Kramer	Vice President
Barry S Kravitz	Vice President
Louis E Krug	Vice President
Christopher La Tusso	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

John Lam	Vice President
Ronald E Lamb	Vice President
Bryce A Langley	Vice President
Jay R Larson	Vice President
John R Larson	Vice President
Susanna M Laszlo	Vice President
Andre E Lauzier	Vice President
John C Lazzara	Vice President
Robert E Leahey	Vice President
Carlo F Lebron	Vice President
Kevin J Leonard	Vice President
Michelle P Leonard	Vice President
Brian J Leshko	Vice President
Samuel P Less	Vice President
Joe C Lewis	Vice President
Edward J Liebsch	Vice President
Kuang Y Lim	Vice President
Wayne P Lindsay	Vice President
George W Link	Vice President
Ricky L Llewellyn	Vice President
Joseph LoBuono	Vice President
Michael V Loo	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Juan C Lopez-Paniagua	Vice President
Kenneth J Lowrey	Vice President
Chad A Luedtke	Vice President
Edward J Lynch	Vice President
Hassan A Mahan	Vice President
Don P Manthe	Vice President
Joyce M Mariani	Vice President
Robert B Martin	Vice President
Gregory J Martinez	Vice President
Phillip J Mason	Vice President
Ronald C Mason	Vice President
Todd A Mattson	Vice President
John M Maxwell	Vice President
Kevin P Mc Carty	Vice President
Donald L McCammon	Vice President
Craig S McColloch	Vice President
Richard W McCollum	Vice President
James McConnell	Vice President
Michael J McGlashan	Vice President
Michael J McGowan	Vice President
Amanda B McInnis	Vice President
John M McInturff	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Mark McLaren	Vice President
John L McPherson	Vice President
Eric A Mead	Vice President
David A Meier	Vice President
Aaron M Meilleur	Vice President
Barry J Meyer	Vice President
Kelly R Meyer	Vice President
Ramon F Miguez	Vice President
Daniel C Miller	Vice President
Pamela G Miller	Vice President
Daniel W Mitas	Vice President
Prabhat K Mohanty	Vice President
Kerry A Moore	Vice President
Teri J Morgan	Vice President
Thomas A Morreale	Vice President
Louis P Morris	Vice President
James P Morrison	Vice President
Michael E Murphy	Vice President
Michael M Murphy	Vice President
Michael R Murray	Vice President
Roger W Nagel	Vice President
Robert R Neff	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Richard M Niedergeses	Vice President
Sean M OBrien	Vice President
C Michael Ofenstein	Vice President
Ronald G Ohlsen	Vice President
Jeffrey S Olsen	Vice President
Craig A Olson	Vice President
J David Olson	Vice President
Randall C Osburn	Vice President
Don B Owings	Vice President
Vivian L Pappel	Vice President
Danny C Park	Vice President
Dan L Pecha	Vice President
Patrick J Pechnick	Vice President
James P Pembroke	Vice President
James C Peterson	Vice President
Albert C Petrasek	Vice President
Samuel M Planck	Vice President
Neil A Porto	Vice President
Bruce N Poteet	Vice President
Ronald F Poulsen	Vice President
Robert L Preston	Vice President
Kristina M Price	Vice President

HDR Engineering, Inc.
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List of Directors and Officers

Michael A Principe	Vice President
Marlus K Prior	Vice President
James F Prossick	Vice President
Michael P Quinn	Vice President
Thomas A Quinn	Vice President
Timothy J Raibley	Vice President
Danny L Rakestraw	Vice President
Alison L Ratliff	Vice President
Joseph C Readling	Vice President
Lisa M Reece	Vice President
Gareth T Rees	Vice President
Steve H Reiber	Vice President
Kurt W Reichelt	Vice President
Peter E Reilly	Vice President
Ray E Reissener	Vice President
Robert C Riede	Vice President
Mark G Roberts	Vice President
Charles R Robinson	Vice President
Kirk C Rodgers	Vice President
Barry O Rolle	Vice President
Lawrence S Romaine	Vice President
David L Roohk	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Heidi R W Ross	Vice President
Philip E Rossbach	Vice President
Alan D Roth	Vice President
John D Rudloff	Vice President
Scott A Rustand	Vice President
Daniel W Ruth	Vice President
Thomas R Schaffer	Vice President
Cheryl A Schmidt	Vice President
James K Schroeder	Vice President
Suzanna B Schroeder	Vice President
Dennis W Schulze	Vice President
Russell J Schwehr	Vice President
Bahram Seifipour	Vice President
Mark H Seits	Vice President
Matthew J Selinger	Vice President
Kristine K Shaner	Vice President
William H Sharp	Vice President
James M Sheahan	Vice President
Steven L Shelton	Vice President
John E Sherk	Vice President
Wayne G Short	Vice President
Michael J Shostak	Vice President

HDR Engineering, Inc.
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List of Directors and Officers

Michael D Siedschlag	Vice President
William B Sigler	Vice President
Mark J Sikora	Vice President
Christine E Skinner	Vice President
David R Skinner	Vice President
Kenneth L Smith	Vice President
Warren N Smith	Vice President
Kevin P Snyder	Vice President
Marc K Soronson	Vice President
Ronald J Sova	Vice President
Stephen D Spain	Vice President
Kandi K Srb-Vampola	Vice President
Kenneth F Standig	Vice President
Derek C Staton	Vice President
John P Steinert	Vice President
Jerry L Stevens	Vice President
Michael V Stimac	Vice President
Bradford M Stone	Vice President
Gregory J Stonehouse	Vice President
Richard G Stratton	Vice President
Guillermo Jose Suero	Vice President
Jackie L Sullivan	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

Brian A Swindell	Vice President
Gregory T Swoboda	Vice President
Peter C Talbot	Vice President
Jon M Tanner	Vice President
Chester A Teaford	Vice President
Lolene J Terry	Vice President
James A Thomas	Vice President
Kathryn W Thompson	Vice President
George E Tillett	Vice President
Brent A Tippey	Vice President
Donald R Tone	Vice President
David J Traeger	Vice President
Paul M Tremel	Vice President
Lisa M Tuck	Vice President
Michael F Tugman	Vice President
Theunis A van der Veen	Vice President
Dempsey M Vass	Vice President
Samuel K Vaugh	Vice President
Lorraine K Veltri	Vice President
Perincherry Vijayakumar	Vice President
Pierre B Vilain	Vice President
John A Villager	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

David J Vozzolo	Vice President
Craig A Vrabel	Vice President
George M Waldow	Vice President
Harry B Walker	Vice President
Roni Werman	Vice President
Eric A Wessels	Vice President
Lisa M Wheatly	Vice President
Stephanie L White	Vice President
E Duwain Whitis	Vice President
Gary A Wilken	Vice President
Bradley C Williams	Vice President
George Eric Williams	Vice President
Stanley T Williams	Vice President
Stephen C Wilson	Vice President
John E Wimberly	Vice President
Raymond A Wingert	Vice President
Paul T Witt	Vice President
Alicia K Wittberger	Vice President
Brett D Wolfe	Vice President
George M Woolwine	Vice President
Carol Corse Worsham	Vice President
Thomas G Wos	Vice President

HDR Engineering, Inc.
Attachment to Exhibit B – Disclosure Affidavit
List of Directors and Officers

William F Zimmerman	Vice President
Amy C Miller	Assistant Vice President
Louis J Pachman	Secretary
Bonnie J Kudron	Assistant Secretary
Chad M Hartnett	Treasurer
Alan G Oleson	Assistant Treasurer



CERTIFICATE OF LIABILITY INSURANCE

6/1/2010

DATE (MM/DD/YYYY)
4/6/2010

PRODUCER
Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
1014392 HDR ENGINEERING, INC.
ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Allied World National Assurance Company	10690
INSURER C: New Hampshire Insurance Company	23841
INSURER D: Insurance Company of the State of PA	19429
INSURER E: Zurich American Insurance Company	16535

COVERAGES HDRIN01 SA THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	37CSEQU0950	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	37CSEQU0951 (AOS) 37CSEQU0952 (HI)	6/1/2009 6/1/2009	6/1/2010 6/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	C012177/001 (EXCLUDES PROF. LIAB)	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
C	D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	3621195 (AOS) 3621196 (CA)	6/1/2009 6/1/2009	7/1/2010 7/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER ARCH & ENG PROFESSIONAL LIABILITY	EOC9260026-02	6/1/2009	6/1/2010	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: CONTRACT # PS1557E, TRAFFIC STUDY SERVICES FOR VARIOUS SITES.

CERTIFICATE HOLDER
10845040
PUBLIC BUILDING COMMISSION OF CHICAGO (1)
RICHARD J. DALEY CENTER
ROOM 200
CHICAGO IL 60602

CANCELLATION [D452302]
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTICE BY MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL TO THE ADDRESS OF THE POLICY OR TO THE ADDRESS OF THE POLICY AGENT OR REPRESENTATIVE~~
AUTHORIZED REPRESENTATIVE
Barad J. Foster

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

HDR ENGINEERING INC.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

Exempt
payee

Address (number, street, and apt. or suite no.)

8404 INDIAN HILLS DRIVE

City, state, and ZIP code

OMAHA NE 68114

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

47 : 0680568

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶



Date ▶

4-10-10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,