



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

**PROFESSIONAL SERVICES  
AGREEMENT**

**SURVEYOR SERVICES (PS2063C)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**ENVIRONMENTAL DESIGN INTERNATIONAL, INC.**

**FOR**

**SURVEYOR SERVICES (PS2063C)**

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

<b>FIRM NAME:</b>	Environmental Design International inc.
<b>CONTACT NAME:</b>	Michael Ring, PLS, PS
<b>CONTACT TELEPHONE:</b>	312-345-1400 x. 150
<b>CONTACT EMAIL:</b>	mring@envdesigni.com
<b>ADDRESS:</b>	33 West Monroe Street Suite 1825 Chicago, IL 60603

**Mayor Rahm Emanuel**  
Chairman

Felicia S. Davis  
Executive Director

**TABLE OF CONTENTS**

Execution Page.....3

Schedule A – Terms and Conditions.....5

Schedule B – Scope of Services.....12

Schedule C – Compensation of the Consultant .....17

Schedule D – Insurance Requirements .....18

Schedule E – Key Personnel .....21

Exhibit A – Legal Actions .....42

Exhibit B – Disclosure Affidavit .....44

Exhibit C – Disclosure of Retained Parties.....53

Exhibit D – Special Conditions for the Utilization of MBE/WBE Firms.....56

**EXECUTION PAGE**  
**SURVEYOR SERVICES - PS2063C**

**THIS AGREEMENT** effective as of January 1, 2016, 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

Environmental Design International inc. with offices at 33 West Monroe Street, Suite 1825

Chicago, IL 60603 (the "**Consultant**").

Address                          City                          State                          Zip

**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 the Agreement (the "Services") contained herein, 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 of this Agreement, 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  
SURVEYOR SERVICES - PS2063C

PUBLIC BUILDING COMMISSION OF CHICAGO

Kal Emanuel Date: \_\_\_\_\_  
Mayor Rahm Emmanuel  
Chairman

ATTEST:

[Signature] Date: 8/24/16  
Lori Ann Lypson  
Secretary

CONSULTANT: Environmental Design International inc.

[Signature] Date: January 22, 2016  
President -Claire M. Williams

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Environmental Design International inc. and Claire M. Williams  
on behalf of Consultant this 22nd day of January 20 2016.

[Signature]  
Notary Public  
My Commission expires: 8-7-16  
(SEAL OF NOTARY)



Approved as to form and legality:  
Anne L. Fredl  
Neal & Leroy, LLC

Date: 8-22-16

**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. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.
  - g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
  - h. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Qualifications response.
  - i. **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 Section IV of the Request for Qualifications response and the assigned Task Order.
  - j. **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.
  - k. **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.
3. **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.
4. **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 under this Agreement 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.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **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. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [www.pbcchicago.com/pdf/RES\\_PBC\\_ecr\\_CodeofEthicsConsolApril%202013\\_20130405.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf) and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **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.
- f. **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.
- g. **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.

- h. **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.
- i. **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.
- j. **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.

**7. Term.**

- a. The term of this Agreement is two (2) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
  - 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.
- 8. Compensation of Consultant; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$400,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. 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.



9. **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.
  - 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.
10. **Indemnification of Commission and Third Party Vendors.** 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 and any third party hosting site or disaster recovery site 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.
11. **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 ATTACHMENT E.
12. **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 given 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.
13. **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.
  14. **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.
  15. **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.]
  16. **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.

17. **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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## SCHEDULE B SCOPE OF SERVICES

### B.1 Intent

The Public Building Commission of Chicago (PBC) is currently soliciting qualifications from environmental consulting firms or teams (the "Respondents") in order to generate pool of pre-qualified consultants to perform Surveyor Services for the PBC.

### B.2. General Scope of Services

The Consultant will enter into a term agreement with the Commission to provide basic survey services as directed by the Commission [through its Owner's Representative, Architect of Record, Program Manager, Project Manager or Legal Representative]. Types of surveys to be prepared by the Consultant may include the ALTA survey, boundary survey, topographic survey, acquisition plats, Private Utility Locate and any required Right-of-Way plats, including but not limited to vacation, dedication, closing and opening. The scope of services shall include the provision of all required labor, materials, equipment, postage and photocopying related to the completion of Survey Services as directed by the Commission [and as indicated in the project specifications]. All work will be performed by qualified personnel under the supervision of an Illinois Professional Land Surveyor.

**B.3. Basic Survey Requirements:** Basic requirements for survey services that the Consultant may be requested to perform include, but are not limited to:

#### A. Access to Property.

The Consultant shall contact the Commission's Planning Coordinator for information regarding access to the site. A Right-of-Entry must be obtained to gain access to any property not yet controlled by the Commission. Absolutely no work shall begin without advance written notice to the property owner and the Commission. The Consultant shall take all precautions to prevent damage to property and shall restore the site to the condition existing prior the Consultant's work.

#### B. Deliverables.

1. Provide (2) electronic AutoCAD.DWG files with associated pen sets on CD; (2) electronic PDF files on CD; (2) Office of Underground Coordination (OUC) file number and backup information on CD; 8 black line prints signed, sealed, and certified by a licensed Land Surveyor; include other Deliverables if directed [under Article 4.2.3 Adjustments to Basic Services] in the assigned Task Order. The standard project sheet size is 42 inches x 30 inches unless otherwise noted.
2. Prepare Survey in the latest version of AutoCAD. Include CTB or STB (Plotter/Printer Styles) files for AutoCAD.DWG files, please ensure that pen weights remain consistent. Orient drawings with North to the top or to the left, unless indicated differently. Scale of the reproducible drawings will be 1:20 and clearly state scale on the survey graphically and alphanumerically. Surveyor to notify the PBC Project Manager if the sheet size requires a smaller scale to fit.
3. On each drawing, indicate the project's name and address, surveyor's name, address, phone number, job number, date or revision date, and type of survey.
4. For Zoning and City Council exhibits, prepare property boundary exhibits, land use maps, and right-of-way plats, per the PBC provided format.

5. It is understood that the PBC and its consultants may reproduce the drawings without modification and distribute the copies without incurring obligation for additional compensation to the Surveyor.

**C. Timetable for Deliverables.**

Unless otherwise directed by the Commission in the Task Order, survey services will be performed in accordance with the following timetable. A **Boundary Survey** must be completed and delivered to the Commission's [designee] [Project Manager] within **10 business days** after written authorization to proceed is received. The full **Alta Survey** must be completed and delivered to the Commission's [designee] [Project Manager] within **30 business days** after written authorization to proceed is received, and all other surveys will be completed and delivered as ordered by the Commission through its designee. The Surveyor shall provide one (1) updated survey of the site conditions and eight (8) black line prints as a part of the Scope for the building permit submittal not later than one year from the date of the executed Task Order Proposal.

**D. Basic Technical Requirements.**

1. Survey(s) to be provided must meet the standard detail requirements for ALTA / ACSM LAND TITLE SURVEYS, latest edition, and as specified herein unless otherwise shown on the [Article 3.2.3 Adjustments to Basic Requirements Section of this proposal.] The requirements specified herein will prevail if in conflict with the minimum standard detail requirements.
2. Survey area must include the entire subject property at the designated address and Permanent Index Number (PIN) and extend 66' beyond property lines to include but not limited to the full right-of-way of surrounding streets, curbs, gutters and hardscapes. Refer to aerial photograph and documentation provided at the time of the TOSR issuance with area to be included in survey outlined.
3. Survey(s) must clearly indicate a legal boundary description of the property and the legal building and / or property address as described in the last deed of record for the property.
4. Survey property lines within the survey area and reference all corners by coordinates. Locate existing corner markers or place new ones if none are found beyond Scope requirements. Provide at least two corners referenced to the IL State Plans Coordinate System, East Zone, NAD83.
5. Note the dimensions from the property line of the closest intersecting street to any driveway or curb cuts along the property line. Note the width of all driveways at the property line and the apron curb-cut.
6. Obtain from record and other documents, including, but not limited to 80 acre sheet, Sidwell maps, recorded plats of resubdivision, property deeds, title reports (provided by PBC legal representative) and/or other relevant public documents, and show the location, including width, angles, and property line ties, of all easements of record passing through or adjacent to the survey area; including street and alley rights-of-way, drainage rights-of-way, rights-of-access, utility structures and lines right of access, etc. Note on the plat/map of survey, the date of vacations and dedications of all streets and alleys and identify the recorded resource information (book and page number or document number of instrument creating a said dedication or easement), or state there are no easements other than streets and alleys shown.
7. Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement, including walks. Identify landmarks. Indicate the directions of traffic flow and any pertinent street markings.

8. Indicate exterior dimensions of all buildings at ground level along with the footprint square footage. Show dimensions from the 4 primary faces to the property line.
9. Show boundary lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency and length of curved lines.
10. Show building line and setback requirements obtained from record documentation or measured.
11. Indicate total gross area (in square feet and acreage) of the project property inclusive of public right-of-ways, and indicate the total net area (in square feet and acreage) of the project property exclusive of public right-of-ways.
12. Locate graphically to scale within the survey area surface features such as but not limited to walls, fences, pavements, curbs, walks, buildings, above-grade structures, manholes, traffic signals, traffic signal control boxes, street lights, utility poles, utility structures, parking meters, fire hydrants, valve boxes, poles, signs, transit shelters, billboards, advertising signs, and other visible improvements. Show dimensions of green area setbacks from property line or right-of-way. Describe fences by their material. Show other utilities such as lawn sprinkler piping or site lighting conduit, etc.
13. Locate within the survey landscape planting beds, screenings, landscape islands or planters, and individual trees. Indicate the caliper and type of tree, deciduous or coniferous. In City parkways adjacent to the subject property lines all trees shall be identified by caliper and type. Where trees are closely grouped, indicate the outline of the tree grove and note type contained therein.
14. Include dimensioned parking areas, the type (e.g. handicapped, motorcycle, regular, etc.), number of parking spaces and bicycle spaces or stands and interior landscape plantings. Show directional traffic flow and existing traffic markings.
15. Record at least two permanent benchmarks, broadly separated. All elevations will be referenced to Chicago City Datum. An equation relating such local datum to established National Datum will be indicated on the plat/map of survey. All new benchmarks will be tied to found benchmarks.
16. As required to establish profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutters, pavement edges and centerlines, walls, ditches, streams (include depth), etc., including the full cross section of all roadways.
17. Indicate visible building footprints of former structures at the time of the survey as evidenced in record documentation and ascertainable by visible survey.
18. Establish all rim and invert elevations, pipe sizes, depth of subterranean structure, direction of flow, etc., at all points of access to below-grade utilities.
19. Locate all visible features of the various systems in right-of-way such as utility poles, manholes, hydrants, etc., and underground utilities as provided from recorded documents of City, County, State Departments or Utility companies, including CDOT and Office of Underground Coordination. Identify ownership of each utility.
20. Aboveground and underground utilities, including but not limited to, water mains, gas mains, telephone mains, electrical mains, street lights, television cable, drainage structures rim and invert and use (i.e. sanitary, combined or storm) are a part of this survey. Indicate the location

of each utility with reference to the property line. The utility survey will be completed to "Attribute Quality Level C" as specified in the "Standard Guideline for Collection and Depiction of Existing Utility Data" (American Society of Civil Engineers, CI/ASCE 38-02) or as indicated in the TOSR.

21. State whether or not the plot or parcel appears on any flood plan or Flood Insurance Boundary Map and give reference if it does.
22. Provide spot elevations using a 25 foot grid for exterior property lot and grounds, or for specific exterior boundaries as defined in the project RFP. Show spot elevations to the nearest 1/8" on pavements, building floors, and utility structures. Show spot elevations in unpaved areas to the nearest inch. Indicate 1'- 0" contour profiles when a change in gradient exceeds 2 percent.
23. Show the visible number and size of conduits in a duct bank, location of poles, number of overhead wires, service provider, size and type of ducts, depth of cover or height of wires for telephone, electrical, street lights, Western Union, television cable, etc. Confirm utilities with OUC atlases.
24. Indicate the location and size of each main, pipe, duct bank, conduit line, and all structures with reference to the property line.
25. Establish points of access, depth, pipe sizes, direction of flow, and slope of any of subterranean structures extending beyond the survey area.
26. Include metes and bounds of subject property on survey.
27. Identify party walls and locate them with respect to property lines.
28. Surveyor to update PBC of all non-accessible areas within the survey scope of work during the time work is being performed on site.

**E. Adjustments to the Basic Survey Requirements.**

Upon request by the Commission by the TOSR, the Consultant may be required to provide the following adjustments to the Basic Survey Requirements:

1. Update an existing survey already in Basic format.
2. Deliverables not in Basic Services (*i.e. Basic Services includes 2 CD; 8 black line prints*):
3. Include off-site vehicle parking lot(s) and show on the same sheet. Off-site parking lot is directionally located as follows (N, S, E, W) of main building.
4. Locate structures or features projecting outward or upward or immediately noticeable of all buildings upon the plot or parcel. Indicate location and extent of overhangs and other projections above ground floor level. Specifically show all cantilevered or protruding elements which project beyond the property line. State character of building, street address, and number of stories.
5. Provide spot elevations using a 25 foot grid for interior floor elevations including basement, first floor, raised floors, entries of buildings, and subterranean structures at points of access within the Survey Area, or for specific interior boundaries as defined in the project specific

RFP. Show spot elevations to the nearest 1/8" on building floors and utility structures. Indicate 1'-0" contour profiles when a change in gradient exceeds 2 percent.

6. Provide vertical centerline for curtain wall mullions.
7. Include horizontal and vertical dimensions and visible features pertaining to any building protrusion or building signage outward or upward into the air rights in public way as may be visible, and/or described in the last documents of record, and/or documents as provided by the owner.
8. Show location of visible valves, drips, regulators, etc. and average pressure in main for Gas Mains.
9. Show the visible location of anchor points, expansion joints or loops, size, type, depth of pipes, insulating carrier, centerline elevations of supply and return piping for steam mains.
10. Measure and record the building height as defined by the Chicago Zoning Ordinance of any existing structures in the survey area. Measure, describe and record the elevation of the highest building element of any existing structures in the survey area.
11. Measure and record the Floor Area Ratio as defined by the Chicago Zoning Ordinance.
12. Show all private utilities and stake.
13. Provide finished floor elevations at area of connection for all floor levels (including basement, if applicable). Surveyor to contact PBC Project Manager for locations of connection to new addition
14. Provide parapet height at area of connection. Surveyor to contact PBC Project Manager for location of connection to new addition.
15. Provide spot elevations using a 5'-0" grid at all curb ramp locations and their connecting curb ramps per CDOT requirements.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**SCHEDULE C**  
**COMPENSATION OF THE CONSULTANT**

**C.1 CONSULTANT'S FEE**

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on a negotiated, lump sum fee basis ("Fee"). However, the Commission reserves the right to request hourly rates from the firm to serve as the informational basis for the calculation of the lump sum 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.1.3. Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement in writing (via contract addendum).

**C.2 METHOD OF PAYMENT**

- .2.1. **Invoices.** The Consultant will submit invoices, via CW, to the Commission for Services performed that will be paid in one lump sum after all Services required by each Task Order have been completed to the reasonable satisfaction of the Commission.

Each invoice must reference the contract number, task order number, project name and include reasonable detail to sufficiently describe the services performed. At its discretion, the Commission may require detail and data relating 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 reports must identify any variances from budget or schedule and explain reasons for any such variance(s).

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

**SCHEDULE D**  
**INSURANCE REQUIREMENTS**

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 \$1,000,000 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, and contractual liability. The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

**D.1.3. Automobile Liability**

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 of Chicago, the City of Chicago and the User Agency and Owners must be named as Additional Insured on a primary, non-contributory basis.

**D.1.4. Professional Liability**

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. 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 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.1.7 Contractors Pollution Liability**

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

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners as Additional Insured on a primary and non-contributory basis for ongoing and completed operations.

### **D.1.8 Railroad Protective Liability**

In all instances when work is to be performed within fifty (50) feet of a right-of-way, Consultant and subconsultants performing work in the area are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Evidence of this endorsement must be submitted with the Certificate of Insurance required below.

## **D.2. ADDITIONAL REQUIREMENTS**

The Consultant must furnish the Public Building Commission (PBC) 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 PBC before award of Agreement. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the PBC to obtain certificates or other insurance evidence from Consultant is not a waiver by the PBC 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 PBC retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, 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 Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners, 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 Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners 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.

Consultant must submit the following:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
  - a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 1001 or similar

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2016

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

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

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.certrequest@marsh.com	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Environmental Design International, Inc. 33 West Monroe Street, Suite 1825 Chicago, IL 60603-5326	<b>INSURER A:</b> Hartford Casualty Insurance Company		29424
	<b>INSURER B:</b> Hartford Underwriters Insurance Company		30104
	<b>INSURER C:</b> Crum & Forster Specialty Insurance Co		44520
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES      CERTIFICATE NUMBER:** CHI-006520578-01      **REVISION NUMBER:** 13

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			84SBWRU7473	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			84UEGPY4106	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION\$			84SBWRU7473	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			84WEGBU6001	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <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	
C	Professional Liability			G25089182-003 Retro. Date: 02/22/1991	07/01/2015	07/15/2016	Limit 5,000,000 SIR: 25,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners are included as Additional Insured (except Workers' Compensation and Professional) where required by written contract. General Liability and Automobile Liability insurance are Primary and Non-Contributory limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation is applicable in favor of The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners, their respective Board members, employees, elected and appointed officials, and representatives where required by written contract.

**CERTIFICATE HOLDER**

Public Building Commission (PBC)  
 Procurement Department  
 Richard J. Daley Center, Room 200  
 Chicago, IL 60602

*ok myan 2/18/15*

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 234415

LOC #: Chicago



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Environmental Design International, Inc. 33 West Monroe Street, Suite 1825 Chicago, IL 60603-5326	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractors Pollution Liability  
Carrier: Crum & Forster Specialty Insurance Company  
Policy Number: PKC-103306  
Effective Date: 07/01/2015  
Expiration Date: 07/01/2016  
Limits: 5,000,000  
SIR: 25,000

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or

- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION – CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

### SCHEDULE

Certificate Holder(s)
Where Required By Written Contract

Under the Common Provisions, **SECTION VI – COMMON CONDITIONS**, item 2. Cancellation And Nonrenewal is amended by the addition of the following:

If we cancel this Policy before the expiration date thereof, we will mail a 60 days written notice (ten (10) days for non-payment of premium) to the Certificate Holder(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**SCHEDULE E**  
**KEY PERSONNEL**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## 2. Key Personnel & Applicable Licenses

The EDI Team's Licensed Professional Land Surveyors Michael Ring, PLS, Steven Barczak, PLS, and Jesus Lopez, PLS have extensive experience performing urban commercial and industrial surveys, including:

- Projects involving multiple parcels or pins to be platted as a single, consolidated parcel
- Projects involving right-of-way vacations
- Projects that involve right-of-way openings
- Right-of-way surveys
- Projects involving the renovation of structures.
- Various projects involving complex land surveying for survey control, engineering surveying, and acquisition & disposition surveys, including hundreds of parcels for the Chicago Department of Programming and Development, over 800 parcels of land acquisition for the Illinois Department of Transportation, over 100 parcels for the South Suburban Airport Project, and over 100 boundary surveys for the Chicago Public Schools along with boundary surveys for other agencies, numerous site development projects, ALTA/ASCM surveys and commercial property surveys.

	Work experience related to multi-parcel properties, planned developments and right-of-ways.	Local to Chicago	Years of experience with EDI	Total years of Experience	Type of License
<b>Steven Barczak, PLS</b>	✓	✓	7	23	PLS
<b>Daniel Check</b>	✓	✓	2	14	n/a
<b>Jeff Flowers</b>	✓	✓	2	18	n/a
<b>Jesus Lopez, PLS</b>	✓	✓	5	12	PLS
<b>Michael McKean</b>	✓	✓	7	13	n/a
<b>Michael Ring, PLS</b>	✓	✓	5	30	PLS
<b>Dominick Rossi</b>	✓	✓	3	23	n/a
<b>Alvin Santiago</b>	✓	✓	1	14	n/a
<b>John Sieloff</b>	✓	✓	Less than 1 year	12	n/a

Resumes are attached for the above named staff, and CAD personnel.

## STEVEN BARCZAK, PLS

### TASK ORDER MANAGER

---

Mr. Barczak is a Professional Land Surveyor with more than 23 years of experience in the surveying field. His experience includes ALTA/ACSM Land Title Surveys for private and commercial clients, boundary surveys for large tracts of land, planimetric and topographic surveys for design, land acquisition surveys, construction layout, aerial photogrammetric ground control, utility layout and preparation of plats of subdivision, annexations, easements and preparation of other conveyance documents. Mr. Barczak has experience in managing projects with responsibilities including client relationships, boundary computations and plat preparation, training field personnel, and quality control/quality assurance of surveys.

#### Key Projects

---

**Chicago Department of Community Development – Survey IDIQ Contract, Survey Project Manager (2011-Present).** Mr. Barczak provides project management for task orders for General Land Surveying and Complex Land Surveying for Acquisition & Disposition. *Janet Campbell, Director of Land Acquisition and Disposition, 121 North LaSalle, Room 1008, Chicago, IL 60602, 312-742-0323*

**Neal and Leroy, LLC for the Public Building Commission of Chicago – 23rd District Police Station Parking Garage, Chicago, Illinois:** Mr. Barczak was responsible for project surveying for the interior survey of the parking garage at the new 23rd District Police Station site. Easements were created over a three-dimensional interior space for use by the public and Board of Education as part of an Inter-Governmental Agreement. *Anne L. Fredd, Esq., Neal and Leroy, LLC, 203 N. LaSalle Street, Suite 2300, Chicago, IL 60601, (312) 641-7144*

**Public Building Commission of Chicago - 12th District Police Station ALTA/ACSM Land Title Survey, Chicago, Illinois, Survey Project Manager (November 2009 – April 2010).** Mr. Barczak was responsible for preparing an ALTA/ACSM Land Title Survey with topography of the 12<sup>th</sup> District Police Station site and supervised the survey field crews and the office work in the coordination and execution of the ALTA survey. Mr. Barczak also prepared a Plat of Vacation of existing alleys running through the site. *James Gallagher, Project Manager, Public Building Commission, 50 West Washington Street, Chicago, IL 60602, (312) 744-9431*

**Public Building Commission of Chicago, Southwest Area High School ALTA/ACSM Land Title Survey, (August 2009 - July 2010), Chicago, IL, Survey Project Manager).** Mr. Barczak was responsible for preparing an ALTA/ACSM Land Title Survey with topography and supervising the survey field crews and the office work in the coordination and execution of the ALTA survey. Mr. Barczak also prepared a Plat of Opening for new public streets to service the site. *David Earnhart, AIA, Public Building Commission, 50 West Washington Street, Chicago, IL 60602, (312) 744-2711*

**Chicago Public Schools, William Dever Elementary School Boundary Survey, (April 2010), Chicago, IL, Survey Project Manager** Mr. Barczak prepared a Plat of Survey and supervised the survey field crews and the office work in the coordination and execution of the boundary survey. *Travis Petersen, Coyne + Associates Architects, 2417 West Homer Street, Chicago, IL 60647, (773) 772-1780*

**Chicago Public Schools, Bond School Boundary and Topographic Survey, (2010), Chicago, IL, Survey Project Manager** Mr. Barczak prepared a boundary and topographic survey and supervised the survey field crews and the office work in the coordination and execution of the survey. *Travis Petersen, Coyne + Associates Architects, 2417 West Homer Street, Chicago, IL 60647, (773) 772-1780*

**Chicago Public Schools - Alex Haley School Boundary Survey, (June 2009), Chicago, IL, Survey Project Manager** As a subconsultant to Coyne + Associates Architects, Mr. Barczak was responsible for preparing a Plat of Survey and supervising the survey field crews and the office work in the coordination and execution of the boundary survey. *Travis Petersen, Coyne + Associates Architects, 2417 West Homer Street, Chicago, IL 60647, (773) 772-1780*

**Chicago Public Schools, Harper High School Boundary and Topographic Survey (August 2008), Chicago, Illinois, Survey Project Manager.** Mr. Barczak prepared a boundary and topographic survey and supervised the survey field crews and the office work in the coordination and execution of the survey. *Mark Miller, HOH Architects, Inc., 55 East Jackson Blvd, Suite 600, Chicago, IL 60604, (312) 424-3645*

**Chicago Public Schools - Copernicus Elementary School Boundary and Topographic Survey, (August 2008), Chicago, IL, Survey Project Manager.** Mr. Barczak was responsible for preparing a Boundary and Topographic Survey of Copernicus

School, and for supervising the survey field crews and the office work in the coordination and execution of the survey. *Mark Miller, HOH Architects, Inc., 55 East Jackson Blvd, Suite 600, Chicago, IL 60604, (312) 424-3645*

**Altamanu for the Chicago Park District, South Grant Park Proposed Skate Park, Chicago IL, (2013) Survey Project Manager.** Mr. Barczak was responsible for preparing a Boundary and Topographic Survey for the proposed Skate Park on South Grant Park, supervising the survey field crews, the office work and the coordination and execution of the survey. *Sean McKay, PLA, LEED Green Associate. Altamanu, Inc. 1700 W. Irving Park Road, Suite 202, Chicago, Illinois 60613.*

**Conservation Design Forum for the Chicago Park District, Lorraine Dixon Park, Chicago, IL, Survey Project Manager.** Mr. Barczak was responsible for preparing an ALTA/ACSM Land Title Survey with topography, performing field work and for supervising the survey field crews and the office work in the coordination and execution of the ALTA survey. *Jason Cooper, RLA, LEED AP, Conservation Design Forum, 185 South York Street, Elmhurst, IL 60126, 630-559-2000*

**Michael Van Valkenburgh Associates, Inc. for the Chicago Park District, Maggie Daley Park / North Grant Park Renovation, Chicago, IL, Survey Project Manager.** Mr. Barczak was responsible for preparing a Boundary Survey for the Maggie Daley Park / North Grant Park renovation of the Daley Bicentennial Plaza, Cancer Survivor's Garden, and Peanut Park in conjunction with the East Monroe Street Garage renovation, performing field work, supervising the survey field crews and the office work in the coordination and execution of the survey. Mr. Barczak also prepared a Plat of Opening for Public Streets of Columbus Drive and East Monroe Street which border the park to the west and south. *Chris Gates, Senior Associate, Michael Van Valkenburgh Associates, Inc., 16 Court St, 11th Floor, Brooklyn, NY 11241, (718) 243-2044*

**Wolff Landscape Architects for the Chicago Park District, Lucy Flower Park Renovation, Chicago, IL, Survey Project Manager.** Mr. Barczak was responsible for preparing a topographic survey of Lawler Park for the renovation of the playground in order to meet current safety and accessibility requirements. Mr. Barczak supervised the survey field crews and the office work in the coordination and execution of the survey. *Paul Blanding, ASLA, Wolff Landscape Architecture, Inc., 307 N. Michigan Avenue, Suite 601, Chicago IL 60601, (312) 663-5494*

**Upland Design, Ltd. for the Chicago Park District, Lawler Park Renovation, Chicago, IL, Survey Project Manager.** Mr. Barczak was responsible for preparing a topographic survey of Lawler Park for the renovation of the playground and spray pool in order to meet current safety and accessibility requirements. Mr. Barczak supervised the survey field crews and the office work in the coordination and execution of the survey. *Heath Wright, RLA, ASLA, Upland Design Ltd., 24042 W. Lockport Street, Suite 200, Plainfield, IL 60544, (815) 254-0091*

**Illinois Tollway - PSB 12-5, Maintenance Facilities, System-Wide:** Mr. Barczak is part of the Survey Project Management team perform System-Wide ALTA, Boundary and Topographic Surveys for the Phase I and II Engineering services required for development of a Master Plan and design/ architectural plans for the Tollway's maintenance facilities. *Theresa Pelletier, PE, Vice President, Senior Project Manager, Epstein, 600 West Fulton Street, Chicago, IL 60661-1259. (312) 429-8235*

**Chicago Department of Transportation, Cermak / Blue Island Design, Chicago, Illinois (July – September 2012) Project Manager.** EDI was part of the Knight E/A Inc.- lead team, providing design services for streetscape improvements to Blue Island Avenue from Ashland Avenue to Western Avenue. Mr. Barczak led the team performing the topographic and ADA ramp surveys for sustainable streetscape at this site. The project included **Sustainable Streetscape** ROW topography on the sidewalks, curb, pavement and street centerline at 50 foot intervals including the location of utility structures within the ROW. *Mr. Dan Kavanaugh, PE, Senior Vice President, Knight E/A, Inc., 221 N. LaSalle Street Suite 300, Chicago IL 60601, 312-577-3395, 312-577-3256 fax, dkavanaugh@knightea.com*

**Smith Group JJR for the Chicago Park District, West Lawn Park Renovation, Chicago, IL, Survey Project Manager.** Mr. Barczak was responsible for preparing a topographic survey of West Lawn Park for park renovations. Mr. Barczak supervised the survey field crews and the office work in the coordination and execution of the survey. *Paul J. Wiese,, Smith Group JJR, 35 E. Wacker Drive, Suite 2200, Chicago, IL 60601, (312) 641-0510*

**Upland Design, Ltd. for the Chicago Park District, Shabbona Park Survey, Chicago, IL, Survey Project Manager.** Mr. Barczak was responsible for preparing a topographic survey of Shabbona Park for the renovation of the playground and spray pool in order to meet current safety and accessibility requirements. Mr. Barczak supervised the survey field crews and the office work in the coordination and execution of the survey. *Michelle Kelly, RLA, CPSI, Upland Design Ltd., 24042 W. Lockport Street, Suite 200, Plainfield, IL 60544, (815) 254-0091*

**Smith Group JJR for the Chicago Park District, Park 553 ALTA/ACSM Land Title Survey, Chicago, IL, Survey Project Manager:** Mr. Barczak was responsible for preparing an ALTA/ACSM Land Title Survey with topography, and for supervising the survey field crews and the office work in the coordination and execution of the ALTA survey. *Paul J. Wiese,, Smith Group JJR, 35 E. Wacker Drive, Suite 2200, Chicago, IL 60601, (312) 641-0510*

State of Illinois  
Department of Financial and Professional Regulation  
Division of Professional Regulation

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

LICENSE NO.  
035.003269

EXPIRES:  
11/30/2016

LICENSED  
PROFESSIONAL LAND SURVEYOR

STEVEN E BARCZAK  
2714 S CROWELL ST  
CHICAGO, IL 60608



*Manuel Flores*  
MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*  
JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

9399065

## DANIEL CHECK

### SURVEY INSTRUMENT PERSON

---

Mr. Check has more than 14 years of experience in the surveying field. He is experienced with Total Stations/Robotic Total Stations, Leica Robotics, Leitz Sokkia, Topcon, HP-48GX-TDS, SDR33, Trimble, Topcon FC100, Ranger, Trimble, Sokkia, Topcon, and Leica Viva GNSS.

#### Key Projects

---

**Illinois Tollway – Contract R-13-5660, Roadway Resurfacing, Reagan Memorial Tollway (I-88), US Route 30, Mile Post 44.2 to US 52, Mile Post 55.1, Rock Falls to Dixon, IL (January - December 2014):** Mr. Check was one of the Survey instrument operators for EDI as a subconsultant to Reynolds, Smith & Hills (RS&H) to perform topographic surveying and laser scanning on 19 bridges for the preparation of contract plans to resurface 11 miles of Tollway. *James R. Shaw, PE, Senior Transportation Project Manager, Reynolds, Smith & Hills, Inc., 525 Dunham Road, Suite 20, St. Charles, IL 60174, (630) 364-5246.*

**CDOWM Topographic Survey and Survey Base Sheets, Survey Instrument Person, Chicago, IL (2013-Present).** EDI is providing survey services for the construction of water mains and ADA ramps to be constructed under the City of Chicago's 2014/2015 Water Main Replacement Program.

**Metropolitan Water Reclamation District of Greater Chicago - Lyons Levee Preliminary Design Engineering, Lyons, IL (January 2014 – Present):** As a subconsultant to MC Consulting, Inc., EDI is responsible for all aspects of field survey activities for the Lyons Levee restoration/rehabilitation project. Included in the scope of work for this project is the establishment of horizontal and vertical control, general site topography (including conversion and verification of existing Cook County 1-foot contours from GIS), existing levee survey, hydrographic survey of the Des Plaines River from Joliet Road to south of 47th Street, topographic survey within the CN and BNSF railroad rights-of-way, preliminary utility mapping, detailed interior drainage surveys and development of integrated base mapping to be used by other team members. *Majid A. Chaudhry, PhD, PE, DEE, MC Consulting, Inc., 1301 W. 22nd Street, Suite 215, Oak Brook, IL 60523, (630) 990-0922 x.311.*

**Graycor Industrial Constructors, Inc. – ComEd Substation 16, Waukegan, Illinois (2013) Survey Instrument Operator:** Mr. Check is performing control surveys, layout and as-built verification of the new ComEd Substation being constructed just west of the Midwest Generation Power Plant in Waukegan, Illinois. *Dan Henderson, General Superintendent, Graycor Industrial Constructors, Inc., Two Mid America Plaza, Suite 400, Oakbrook Terrace, IL 60181, (630) 684-7110.*

**Illinois Tollway – Contract R-13-5660, Roadway Resurfacing, Reagan Memorial Tollway (I-88), US Route 30, Mile Post 44.2 to US 52, Mile Post 55.1, Rock Falls to Dixon, IL (January 2013-present):** EDI is performing topographic surveying and laser scanning on 19 bridges for the preparation of contract plans to resurface 11 miles of Tollway. *James R. Shaw, PE, Senior Transportation Project Manager, Reynolds, Smith & Hills, Inc., 525 Dunham Road, Suite 20, St. Charles, IL 60174, (630) 364-5246.*

**American Airlines – Replacement Fueling Center and Glycol Storage Facility, O'Hare Airport, Chicago, IL (May 2014 - present).** EDI is responsible for all aspects of surveying for the project to relocate the existing American Airlines facilities due to the O'Hare Modernization Program. Included in this project were topographic surveys of the existing fueling station at Concourse G and the proposed relocation site topographic and utility survey. *Mr. Carl Larson, PE, Milhouse Engineering, 60 E. Van Buren St., Suite 1501, Chicago, IL 60605, (312) 884-8079.*

**Chicago Park District, Green Infrastructure at Wilson Avenue Parking Lot in Lincoln Park, Chicago, IL (date) Survey Instrument Person.** The existing Wilson Ave. Parking lot is a 200,000 square foot of asphalt surface lot that services Montrose Harbor, Beach and athletic fields. The parking lot is in Lincoln Park which houses the Montrose Bird Sanctuary and is home to numerous endangered plant species and is on statewide list of high-quality natural areas. EDI provided survey services for this project which involved civil engineering /landscape designs and construction administration. *Ms. Sarah White, PLA, AICP, Senior Planner and Landscape Architect, The Lakota Group, 212 W. Kinzie Street, 3rd Floor, Chicago IL 60654, (312) 467-5445*

**O'Hare Obstruction Mitigation Survey, Chicago, Illinois (2014) Survey Instrument Person.** EDI visited seven locations to field verify and document items that have been identified as requiring obstruction mitigation. EDI confirmed the removal of the trees, along with the current height of the noted obstruction, and the height of the center of the obstruction light. *Ms. Tammera L. Holmes, Project Administrator, Landrum & Brown, 8755 W. Higgins Road, Suite 850, Chicago, IL 60631*

## JEFFREY FLOWERS

### SURVEY CREW CHIEF

---

Mr. Flowers has more than 18 years of experience in the surveying field. He has supervised, trained, and scheduled survey crews. He is experienced in Construction Layout, ALTA, Topographic surveys. He is also experienced with a variety of equipment which includes Geodimeter Total Station, Trimble Acu Controller, SDR 33, and Sokkia Total Station.

#### Key Projects

---

**Illinois Tollway, Elgin O'Hare West Bypass at Taft Avenue, Design Section Engineering, Survey Project Manager.** Mr. Flowers is one of the Survey Crew Chiefs performing the field work for Land Acquisition Surveys for the determination of the Tollway's existing rights-of-way and to prepare Plats of Acquisition for the Elgin O'Hare West Bypass. *Rebecca Popeck, PLS, Survey Project Manager, Spaceco, Inc., 9757 West Higgins Road, Suite 700, Rosemont, IL 60018, (847) 696-4060.*

**CDWM - Topographic and ADA Ramp Survey for Water Main Replacement Program (September 2013 to present):** EDI is providing topographic survey services for a number of CDWM projects throughout the City of Chicago for the Chicago Department of Water Management. All survey work performed includes location of all visible surface features, such as pavement centerline location and elevation, landscaping, sanitary sewer manholes, water valves, underground utilities and traffic control. The drawings are being prepared electronically on CDWM base sheets in Microstation format to published CDWM standards. *W. Ted Szudy, CTR Joint Venture, Jardine Water Purification Plant, 1000 E. Ohio Street, Chicago, IL 60611, (312) 894-4555.*

**Illinois Tollway – Contract R-13-5660, Roadway Resurfacing, Reagan Memorial Tollway (I-88), US Route 30, Mile Post 44.2 to US 52, Mile Post 55.1, Rock Falls to Dixon, IL (January - December 2014):** Mr. Flowers was one of the Survey crew chiefs for EDI as a subconsultant to Reynolds, Smith & Hills (RS&H) to perform topographic surveying and laser scanning on 19 bridges for the preparation of contract plans to resurface 11 miles of Tollway. *James R. Shaw, PE, Senior Transportation Project Manager, Reynolds, Smith & Hills, Inc., 525 Dunham Road, Suite 20, St. Charles, IL 60174, (630) 364-5246.*

**Chicago Department of Aviation – Landside Parking Lot Improvements, Midway Airport, Chicago, IL (October 2013 – May 2014).** Mr. Flowers was an instrument person for field data collection for the improvement and/or resurfacing the landside parking lots at Midway Airport. Included in this project were boundary and topographic surveys of the existing Yellow Lot at 55th Street and Cicero Avenue and the former Alamo Car Rental facility at 55th Street and Kilpatrick Avenue. *Mr. Matt Whisler, PE, Rubinos & Mesia Engineers, Inc., 200 S. Michigan Avenue, Suite 150, Chicago, IL 60604, (312) 870-6639.*

**University of Illinois at Urbana-Champaign (UIUC), Chemistry Annex Building Renovation, Urbana, IL (2013 – current), Survey Instrument Person.** Mr. Flowers is an Instrument Person for work on the renovation of the UIUC Chemistry Annex Building (Chem Annex) to completely gut and renovate the interior of the building. EDI is providing environmental engineering and topographic survey services. *Mr. Robert C. Robicsek, AIA, Harley Ellis, Devereaux, One East Wacker Drive, Suite 200, Chicago, IL 60601, 312.324.7410*

**Governors State University– Topographic Survey for a proposed Soccer and Cricket Field, University Park, IL (August 2013 to Present), Survey Instrument Person.** EDI is providing survey services for this GSU project as a prime consultant. *Mr. Kevin Barto, Assistant Director for Grounds Management and Custodial Services, Governors State University.*

**Graycor Industrial Constructors, Inc. – ComEd Substation 16, Waukegan, Illinois (June 2013-present) Survey Instrument Person.** EDI is performing control surveys, layout and as built verification of the new ComEd Substation being constructed just west of the Midwest Generation Power Plant in Waukegan, Illinois. In addition, the site's geotechnical challenges require the placement of over 900 pilings to support the substation, which require constant supervision, field checks and coordination. *Dan Henderson, General Superintendent, Graycor Industrial Constructors, Inc., Two Mid America Plaza, Suite 400, Oakbrook Terrace, IL 60181, (630) 684-7110.*

**Illinois Department of Transportation, District 1, Stony Island Ave at 103<sup>rd</sup> Street Ramps and Main line reconfiguration, Chicago IL (June 2013-December 2014), Survey Crew Chief.** Mr. Flowers worked as a Survey Crew Chief and was responsible Phase 3 surveys for the proposed ramps and avenue reconfiguration. Included in his duties were the Topographic Surveys and Establishing Control throughout the project. *Mr. Michael J. Burns, P.E., Resident Engineer, Ardmore Associates, LLC. and EDI Joint Venture 33 N. Dearborn Ave. Suite 1720, Chicago, IL 60602. (708) 466-4289.*



## AMANDA JOHNSON

### CADD DESIGNER

---

Ms. Johnson has over 12 years of experience in construction observation, surveying, and producing CADD deliverables. Her area of knowledge includes AutoCAD, Civil 3D, MicroStation, Geopak, and ArcGIS.

#### Key Projects

---

**Chicago Department of Aviation, O'Hare International Airport Taxiway, Chicago, Illinois (November 2013 - present), CADD Technician.** The Taxiway Lima Lima (LL) project requires a detailed drainage plan to divert stormwater into a proposed drainage system that ties into the existing trunk sewer of the south airfield. Ms. Johnson is responsible for the CADD production of the drainage drawings. The project team consists of multiple consulting firms; therefore, close coordination with all disciplines' CADD managers is necessary to complete the work. *Mr. Nate Smith, Project Manager, O'Hare Modernization Program, 10510 Zemke Boulevard, Chicago, IL, 60666, (773) 462-7426*

**Illinois Tollway - PSB 12-5, Maintenance Facilities, CADD Technician (June 2013 - October 2013).** Ms. Johnson is part of the team assembled by EDI performing System-Wide ALTA, Boundary and Topographic Surveys for the Phase I and II Engineering services required for the development of a Master Plan and design/architectural plans for the Tollway's maintenance facilities. Ms. Johnson is involved with the production of the survey drawings. *Theresa Pelletier, PE, Vice President, Senior Project Manager, Epstein, 600 West Fulton Street, Chicago, IL 60661-1259, (312) 429-8235*

**Illinois Tollway, I-88 and I-90 Ramp Reconstruction, CADD Technician (September 2012 to November 2013).** Ms. Johnson is providing CADD support for the preparation of Phase II design. EDI's tasks include the development of Concept Reports for I-88 at Highland Avenue, Spring Road, and York Road at I-90 at US-20. The Concept Reports included traffic analysis to determine optimal construction sequences and time of day for construction. EDI is also preparing plans, specifications, and estimates for pavement replacement, guardrail, and maintenance of traffic. EDI is also coordinating with utility companies, and other jurisdictional agencies regarding improvements at signalized intersections. *Ron Quinsey, Project Coordinator, Illinois Tollway, 2700 Ogden Avenue, Downers Grove, IL 60515, Phone (630) 241-6800 ext. 115, rquinsey@getipass.com*

**University of Chicago Laboratory Schools, Main Campus Rehabilitation, Chicago, Illinois, CADD Technician (September 2012 - September 2013).** EDI is serving as the Civil Engineer of record for the large, multi-disciplinary team charged with ultimately producing the design for the expansion and renovation of UCLS. Ms. Johnson is involved with the production of 3D models used in the development of Civil Plans. The combination renovation/expansion project involves the entire 6-acre main campus at UCLS, as well as the design of an Early Childhood Center located on a second, nearby site. *Ms. Sheri Andrews, Associate AIA, Valerio Dewalt Train Associates, Inc., 500 North Dearborn St. 9<sup>th</sup> Floor, Chicago, IL 60654, (312) 260-7344*

**Metropolitan Water Reclamation District of Greater Chicago, CADD Technician (September 2012 - August 2013).** Ms. Johnson is involved with the production of 3D models used in the development of Civil Plans. EDI is providing civil engineering and survey services for the development of a \$78MM Ultraviolet Disinfection Facility at the District's North Side Water Reclamation Plant. Upon completion, this facility will be among the largest UV disinfection operations in the world, equivalent to the world's largest existing facility in Alabama and almost double the size of the second-largest disinfection plant in Ireland. *Ryan Christopher, PE, Greeley & Hansen, 100 S. Wacker Drive, Suite 1400, Chicago, IL 60606, (312) 578-2361*

#### Previous Firm:

Strand Associates, Inc. (March 2006 - September 2012). As an Engineering Technician, Ms. Johnson worked a variety of aspects for many projects. Construction observation projects include water main, force main, storm sewer, sanitary sewer, bike paths, highway construction, water treatment facilities, and wastewater treatment facilities. Survey experience includes utilizing GPS, robotic and traditional total stations, field measurements, and record drawings to create existing facility and site drawings. Ms. Johnson worked on all aspects of various multi-discipline projects. Projects include: transportation, structural, electrical, municipal projects, utilities, drainage, water treatment plants, and wastewater treatment plants. She was actively involved in quality assurance and control to ensure plans were developed according to company or client specific standards.

## JESUS M. LOPEZ, PLS

### TASK MANAGER

---

Mr. Lopez is a Professional Land Surveyor and Project Manager with more than 13 years of experience in Private, Public, and Commercial Projects. He manages a variety of survey projects for EDI clients, including the Illinois Department of Transportation and the Illinois Tollway. Tasks performed in projects include estimating, managing, scheduling, data processing, drafting and field tasks as needed. He is a licensed Professional Surveyor in Illinois (3774) and Puerto Rico (19412). He is fully proficient in both English and Spanish.

#### Key Projects

---

##### PARKS & RECREATION

**Altamanu for the Chicago Park District, South Grant Park Proposed Skate Park, Chicago IL, (2013) Survey Project Manager.** Mr. Lopez was responsible for preparing a Boundary and Topographic Survey for the proposed Skate Park on South Grant Park, supervising the survey field crews, the office work and the coordination and execution of the survey. *Sean McKay, PLA, LEED Green Associate. Altamanu, Inc. 1700 W. Irving Park Road, Suite 202, Chicago, Illinois 60613.*

**Ross Barney Architects for the Forest Preserve District of Cook County (FPDCC), Swallow Cliff Woods Rehabilitation, Palos Park IL, (2013-2014) Survey Project Manager.** Mr. Lopez was responsible for preparing a Topographic Survey for the proposed rehabilitation of the Swallow Cliff Woods facilities, supervising the survey field crews, the office work and the coordination and execution of the survey. *Ryan T. Giblin, AIA, LEED AP BD+C, Ross Barney Architects. 10 West Hubbard Street, Chicago IL 60654. RTG@r-barc.com*

**Exp US Services, Inc. for the Forest Preserve District of Cook County (FPDCC), Rubio Woods and Chicago Portage, Facilities Upgrade, Surveyor.** Mr. Lopez was responsible for preparing Topographic Surveys for the proposed picnic shelters on both facilities, supervising the survey field crews, the office work and the coordination and execution of the survey. *Horeya Hilmy Czaplewski, RA LEED AP BD+C, NCARB, exp US Services, Inc., 205 N. Michigan Ave, Suite 3600, Chicago IL 60601. Horeya.czaplewski@exp.com*

**Hitchcock Design Group for the Forest Preserve District of Cook County (FPDCC), Little Red Schoolhouse and Chicago Portage ADA Upgrades (2013), Survey Project Manager.** Mr. Lopez was responsible for preparing Topographic Surveys for the proposed ADA compliant trails and facilities, supervising the survey field crews, performing field work, the office work and the coordination and execution of the survey. *Mr. Eric Horning, Hitchcock Design Group, 221 W. Jefferson Ave., Naperville IL 60540 ehorning@hitchcockdesigngroup.com*

**Site Design Group for the Forest Preserve District of Cook County (FPDCC), Eggers Woods and Dan Ryan Woods, (2013-2014) Survey Project Manager.** Mr. Lopez was responsible for preparing Topographic Surveys for the proposed ADA compliant trails and facilities on both Eggers Woods and Dan Ryan Woods, supervising the survey field crew, the office work and the coordination and execution of the survey. *Ms. Jenna Jones, ASLA, LEED Green Associate, Site Design Group LTD., 888 South Michigan Avenue #1000, Chicago, IL 60605 Jenna.jones@site-design.com*

**Conservation Design Forum for the Chicago Park District, Montrose Point Bird Sanctuary, Chicago IL, (2014) Survey Project Manager.** Mr. Lopez was responsible for preparing a Topographic Survey for the proposed rehabilitation of the Bird Sanctuary, supervising the survey field crews, the office work and the coordination and execution of the survey. *Dana Petit, Assistant Designer. Conservation Design Forum, 185 S. York Street, Elmhurst, IL 60126. [dpetit@cdfinc.com](mailto:dpetit@cdfinc.com) (630) 559-2020*

**Hitchcock Design Group for the Chicago Park District, Big Marsh Bicycle Park, Chicago IL, (2014) Survey Project Manager.** Mr. Lopez was responsible for preparing a Topographic Survey for the proposed Bicycle Park in Big Marsh, supervising the survey field crews, the office work and the coordination and execution of the survey. *Rob Reuland, PLA, Associate. Hitchcock Design Group, 180 N Wacker Drive, Suite 003, Chicago, IL 60606 [rreuland@hitchcockdesigngroup.com](mailto:rreuland@hitchcockdesigngroup.com)*

**New Life Covenant Church, 7600 S Greenwood, Chicago IL, McKissack & McKissack, Survey Project Manager.** Mr. Lopez was responsible for preparing a Boundary, Topographic and ALTA Survey for the proposed premises of the new Church, supervising the survey field crews, the office work and the coordination and execution of the survey. *Mrs. Robin Owens, McKissack & McKissack, 205 North Michigan Ave., Suite 1930, Chicago IL 60601 [robin.owens@mckissackmw.com](mailto:robin.owens@mckissackmw.com) (312)75-9800*

**Solomon Cordwell Buenz for the Chicago Housing Authority, William Jones Apartments Parking Lot, Survey Project Manager.** Mr. Lopez was responsible for preparing a Boundary and Topographic Survey for the proposed new Parking Lot, supervising the survey field crews, the office work and the coordination and execution of the survey. *Mr. John Shahlapour, R.A., Solomon Cordwell Buenz, 625 N. Michigan Avenue, Suite 800, Chicago, IL 60611 [john.shahlapour@scb.com](mailto:john.shahlapour@scb.com)*

**Marquette Village Phase I, Chicago IL ALKO Construction, (2008 for NWAI). Survey Project Manager.** Mr. Lopez was in charge of setting up the site control (horizontal and vertical), construction lay out and calculations. Stock pile volume calculations for the new subdivision. Also in charge of managing the budget, billing, and scheduling of the project. Phase I was the layout of new streets right of way, pavement, sidewalks, utilities, curb and gutter, and quality assurance for other sub-contractors as needed. *Mr. Tom Wojtas, ALKO Construction*

**Governors State University Courtyards (August 2013 – September 2013) Survey Project Manager.** Mr. Lopez was responsible for preparing a Topographic Survey for two courtyards on the GSU campus, performing field work, supervising the survey field crews, the office work and the coordination and execution of the survey. *Kevin Barto, Assistant Director for Grounds Management and Custodial Services, 1 University Parkway, University Park, IL 60484 [KBarto@govst.edu](mailto:KBarto@govst.edu)*

**Governors State University Soccer and Cricket Field Survey (August 2013) Survey Project Manager.** Mr. Lopez was responsible for preparing a Topographic Survey for the proposed Soccer and Cricket fields on the GSU campus, supervising the survey field crews, the office work and the coordination and execution of the survey. *Kevin Barto, Assistant Director for Grounds Management and Custodial Services, 1 University Parkway, University Park, IL 60484 [KBarto@govst.edu](mailto:KBarto@govst.edu)*

**Illinois Department of Transportation, Region 1, District 1 - PTB 167-016, Stony Island Ave at 103<sup>rd</sup> Street Ramps and Main line Reconfiguration, Chicago IL (June 2013-December 2014), Survey Project Manager.** Mr. Lopez was responsible for Project Management and oversight of all survey activities for the Phase 3 surveys for the proposed ramps and avenue reconfiguration. Included in his duties were the Project Administration, Topographic Surveys, volume calculations and liaison with the joint venture partner. *Mr. Michael J. Burns, P.E., Resident Engineer, Ardmore Associates, LLC. and EDI Joint Venture 33 N. Dearborn Ave. Suite 1720, Chicago, IL 60602. (708) 466-4289*

**Lake County Department of Transportation, Wadsworth Road and Lewis Avenue, Beach Park IL (February - October 2014), Survey Project Manager.** Mr. Lopez was responsible for Project Management and oversight of all survey activities for the Phase 1 surveys for the proposed intersection reconfiguration. Included in his duties were the Project Administration, Topographic Surveys, Land Acquisition surveys, Research, Boundary and ROW calculation and liaison with the consultant and other agencies. *Mr. James Shaw, P.E., Senior Transportation Project Manager, RS&H, 525 Dunham Road, Suite 20, St. Charles, Illinois 60174. (630) 364-5246*

**Illinois Tollway – Contract R-13-5660, Roadway Resurfacing, Reagan Memorial Tollway (I-88), US Route 30, Mile Post 44.2 to US 52, Mile Post 55.1, Rock Falls to Dixon, IL (April – December 2014):** Mr. Lopez was one of the Project Surveyors for EDI, as a subconsultant to Reynolds, Smith & Hills (RS&H). Included in his duties were performing topographic surveying and laser scanning on 19 bridges for the preparation of contract plans to resurface 11 miles of Tollway. *James R. Shaw, PE, Senior Transportation Project Manager, Reynolds, Smith & Hills, Inc., 525 Dunham Road, Suite 20, St. Charles, IL 60174, (630) 364-5246.*

**Illinois Tollway – Contract I-12-4058, Design Section Engineering, Elgin O'Hare West Bypass at Taft Avenue, Survey Project Manager.** Mr. Lopez is part of the Survey Project Management team performing Land Acquisition Surveys for the determination of the Tollway's existing rights-of-way and to prepare Plats of Acquisition for the Elgin O'Hare West Bypass. *Rebecca Popeck, PLS, Survey Project Manager, Spaceco, Inc., 9757 West Higgins Road, Suite 700, Rosemont, IL 60018, (847) 696-4060.*

**Illinois Department of Transportation, Region 1, District 1 – PTB 162-016, Touhy Avenue at North Branch Chicago River (R-90-005-14), Niles, IL, Survey Project Manager.** Mr. Lopez is responsible for Project Management of Land Acquisition surveys for Illinois Department of Transportation, Region 1 District 1, for Touhy Avenue over the North Branch of the Chicago River in Niles, IL. Included in his duties are preparation of Plats of Highway and legal descriptions for four Permanent Easements. *Keith Stoddard, PLS, Chief of Plats and Plans, District 1, 201 W. Center Court, Schaumburg, IL 60196. (847) 705-4771.*

**Illinois Department of Transportation, Region 1, District 1 – PTB 156-017, Rand Road over the Des Plaines River, Des Plaines IL, Survey Project Manager.** Mr. Lopez was responsible for Project Management and oversight of all survey activities for the Phase 2 surveys for the proposed bridge replacement. Included in his duties were the Project Administration, Topographic Surveys, Utility and Right of Way verification and liaison with the consultant and other agencies. *Mr. James Shaw, P.E., Senior Transportation Project Manager, RS&H, 525 Dunham Road, Suite 20, St. Charles, Illinois 60174. (630) 364-5246*

State of Illinois

Department of Financial and Professional Regulation  
Division of Professional Regulation

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

LICENSE NO:  
**035.003774**

EXPIRES:  
**11/30/2016**

LICENSED  
PROFESSIONAL LAND SURVEYOR

JESUS M LOPEZ  
4932 W LAWRENCE AVE UNIT I  
CHICAGO, IL 60630



*Manuel Flores*

MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*

JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

9288840

Surveyor Services  
Environmental Design International, Inc.

Page 31 of 74  
PS2063C



Cut on Dotted Line

## **MICHAEL MCKEAN**

### **SENIOR SURVEY CREW CHIEF**

---

Mr. McKean has more than 23 years of experience surveying in the Chicago area. His areas of experience include ALTA, Boundary, Transportation and Topographic surveys as well as construction layout services. He has experience in residential subdivision, transportation, and road layouts. He also has experience with large commercial building layout and heavy utility staking.

#### **Key Projects**

---

**Public Building Commission, Southwest Area High School, Senior Crew Chief (June 2009 to November 2009).** EDI performed boundary, topographic, and an ALTA survey for the property of the new South West Area High School at 77th & Homan Avenues. This project will implement the new CPS Urban Model High School (UMHS) prototypical design to serve 1,200 students. This 200,000 SF, 3-floors plus lower level, steel frame and masonry construction building will include music, art, and athletic functions. *David Earnhart, AIA, 50 W. Washington St., Suite 200, Chicago, IL 60604, (312) 744-9263, david.earnhart@cityofchicago.org*

**Public Building Commission, 12th District Police Station, Chicago, IL, (July 2009 to November 2009 Senior Crew Chief).** EDI provided the PBC a boundary survey of the property located at 1360 S. Blue Island for a new police station with Mr. McKean being the primary crew chief performing field work for the site survey. The new facility is a 2-story, 44,000 sq. ft. masonry prototype and includes 250 surface parking spaces. The facilities are located on a 4.0 acre site. EDI researched and obtained from record documents and showed the location, including width, angles, and property line ties, of all easements of record passing through or adjacent to the survey area, including street and alley rights-of-way, drainage rights-of-way, rights of access, and lines right of access, etc. The plat of survey noted the owner of each easement and identified the recorded resource information. *James Gallagher, Project Manager, Public Building Commission, 50 West Washington Street, Chicago, IL 60602, (312) 744-9431*

**Coyne + Associates for the Chicago Public Schools, Bond School Boundary and Topographic Survey, Chicago, Illinois, Senior Crew Chief (January 2010).** EDI performed a Boundary and Topographic Survey of Bond School with Mr. McKean being the primary crew chief performing field work for the site survey. *Travis Petersen, Coyne + Associates Architects, 2417 West Homer Street, Chicago, IL 60647, (773) 772-1780*

**Coyne + Associates for the Chicago Public Schools, Alex Haley School Boundary Survey, Chicago, Illinois, Senior Crew Chief (June 2009).** EDI performed a Boundary and Topographic Survey of Bond School with Mr. McKean being the primary crew chief performing field work for the site survey. *Travis Petersen, Coyne + Associates Architects, 2417 West Homer Street, Chicago, IL 60647, (773) 772-1780*

**Ilekis Associates for the Chicago Public Schools, Dunbar High School Boundary Survey, Chicago, Illinois, Senior Crew Chief (December 2009).** EDI performed a Boundary and Topographic Survey of Dunbar High School with Mr. McKean being the primary crew chief performing field work for the site survey. *Yousuf K. Ghorri, Ilekis Associates, 205 West Wacker Drive, Suite 730, Chicago, IL 60606, (312) 419-0009*

**HOH Architects for the Chicago Public Schools, Harper High School Boundary and Topographic Survey, Chicago, Illinois, Senior Crew Chief (August 2008).** EDI performed a Boundary and Topographic Survey of Harper School with Mr. McKean being the primary crew chief performing field work for the site survey. *Mark Miller, HOH Architects, Inc., 55 East Jackson Blvd, Suite 600, Chicago, IL 60604, (312) 424-3645*

**Hitchcock Design Group for the Chicago Park District, Big Marsh Bicycle Park, Chicago IL, (2014) Survey Project Manager.** Mr. McKean was a survey crew chief responsible for the performance of a 278 acre Topographic Survey for the proposed Bicycle Park in Big Marsh. *Rob Reuland, PLA, Associate. Hitchcock Design Group, 180 N Wacker Drive, Suite 003, Chicago, IL 60606 [reuland@hitchcockdesigngroup.com](mailto:reuland@hitchcockdesigngroup.com)*

**Conservation Design Forum for the Chicago Park District, Lorraine Dixon Park, Chicago, IL, Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing field work for the preparation of an ALTA/ACSM Land Title Survey with topography. *Jason Cooper, RLA, LEED AP, Conservation Design Forum, 185 South York Street, Elmhurst, IL 60126, 630-559-2000*

**Altamanu, Inc. for the Chicago Park District, South Grant Park Skate Park, Chicago, IL, Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing field work for the preparation of an ALTA/ACSM Land Title Survey with topography. *Sean McKay, PLA, LEED Green Associate, Altamanu, Inc., 1700 W. Irving Park Road, Suite 202, Chicago, IL 60613, 773-528-7492*

**Michael Van Valkenburgh Associates, Inc. for the Chicago Park District, Maggie Daley Park / North Grant Park Renovation, Chicago, IL, Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing a Boundary Survey for the Maggie Daley Park / North Grant Park renovation of the Daley Bicentennial Plaza, Cancer Survivor's Garden, and Peanut Park in conjunction with the East Monroe Street Garage renovation. *Chris Gates, Senior Associate, Michael Van Valkenburgh Associates, Inc., 16 Court St, 11th Floor, Brooklyn, NY 11241, (718) 243-2044*

**Wolff Landscape Architecture, Inc. for the Chicago Park District, Lucy Flower Park Renovation, Chicago, IL, Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing a topographic survey of Lawler Park for the renovation of the playground in order to meet current safety and accessibility requirements. *Paul Blanding, ASLA, Wolff Landscape Architecture, Inc., 307 N. Michigan Avenue, Suite 601, Chicago IL 60601, (312) 663-5494*

**Upland Design Ltd. for the Chicago Park District, Lawler Park Renovation, Chicago, IL, Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing a topographic survey of Lawler Park for the renovation of the playground and spray pool in order to meet current safety and accessibility requirements. *Heath Wright, RLA, ASLA, Upland Design Ltd., 24042 W. Lockport Street, Suite 200, Plainfield, IL 60544, (815) 254-0091*

**Smith Group JJR for the Chicago Park District, West Lawn Park Renovation, Chicago, IL, Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing a topographic survey of West Lawn Park for park renovations. *Paul J. Wiese,, Smith Group JJR, 35 E. Wacker Drive, Suite 2200, Chicago, IL 60601, (312) 641-0510*

**Upland Design Ltd. for the Chicago Park District, Shabbona Park Survey, Chicago, IL, Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing a topographic survey of Shabbona Park for the renovation of the playground and spray pool in order to meet current safety and accessibility requirements. *Michelle Kelly, RLA, CPSI, Upland Design Ltd., 24042 W. Lockport Street, Suite 200, Plainfield, IL 60544, (815) 254-0091*

**Smith Group JJR for the Chicago Park District, Park 553 ALTA/ACSM Land Title Survey, Chicago, IL, Survey Project Manager:** Mr. McKean was the Survey Crew Chief performing field work for the preparation of an ALTA/ACSM Land Title Survey with topography. *Paul J. Wiese,, Smith Group JJR, 35 E. Wacker Drive, Suite 2200, Chicago, IL 60601, (312) 641-0510*

**Chicago Park District, Jefferson Park ALTA/ACSM Land Title Survey, (2010), Chicago, IL, Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing field work for the preparation of an ALTA/ACSM Land Title Survey with topography.

**Smith Group JJR for the Chicago Park District, Albany Whipple Park ALTA/ACSM Land Title Survey, (January 2010 – May 2010), Chicago, IL, Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing field work for an ALTA/ACSM Land Title Survey with topography for the redevelopment of a 0.40 acre park site adjacent to the Chicago, Milwaukee, St. Paul & Pacific elevated railroad. *Gregg Calpino, JJR, 35 E. Wacker Drive, Suite 2200, Chicago, IL 60601, (312) 641-6587.*

**Norris Design for the Chicago Park District, Dunbar Park ALTA/ACSM Land Title Survey, (March 2009), Chicago, Illinois. Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing field work for preparing an ALTA/ACSM Land Title Survey with topography of Dunbar Park for engineering and landscape design of park improvements. Real time GPS was used for horizontal control. *Keith Demchinski, Norris Design, 540 Duane Street, Glen Ellyn, IL (630) 547-9372.*

**AECOM for the Chicago Park District, 63rd St. Harbor Hydrographic Survey and Beach Survey, (November 2008 – December 2008), Chicago, IL. Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing the field work providing cross section of the bottom of Lake Michigan and topography of the beach area in the 63<sup>rd</sup> Street harbor area. Real time GPS was used for horizontal and vertical locations with elevations being adjusted to City of Chicago Datum. *William J. Weaver, AECOM, 750 Corporate Woods Parkway, Vernon Hills, IL (847) 279-2500.*

**Primera Engineers for the Chicago Park District, Warren Park Topographic and Boundary Survey, (August 2008), Chicago, IL. Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing the field work for preparing a Plat of Survey with limited topography of Warren Park for engineering and landscape design of park improvements. Real time GPS was used for horizontal control. *Robert Colosimo, Primera Engineers, Ltd., 100 South Wacker Drive, 7<sup>th</sup> Floor, Chicago, Illinois (312) 242-6404.*

**AECOM for the Chicago Park District, Chicago Gateway and 31<sup>st</sup> St. Harbor Hydrographic Survey, (February 2008 – May 2008), Chicago, IL. Survey Project Manager.** Mr. McKean was the Survey Crew Chief performing the field work to provide cross sections of the bottom of Lake Michigan in Gateway Harbor at Navy Pier and from the 31<sup>st</sup> Street pier to 37<sup>th</sup> Street. Real time GPS was used for horizontal and vertical locations with elevations being adjusted to City of Chicago Datum. *William J. Weaver, AECOM, 750 Corporate Woods Parkway, Vernon Hills, IL (847) 279-2500.*

## **MICHAEL T. RING, PLS, PS**

**VICE PRESIDENT, SURVEY – QA/QC**

---

Mr. Ring is a Professional Land Surveyor with more than 30 years of experience in land surveying, project management, and quality control/quality assurance. He has extensive expertise in ALTA/ACSM land title surveys, topographic surveys, boundary surveys, transportation surveys (State and local agencies), condominium surveys, site development of large assemblages and small parcels and subdivision design. He has also prepared exhibits for court cases with respect to land boundaries and is a member of the Thomson Reuters Expert Witness Services.

### **Key Projects**

---

**Neal and Leroy, LLC for the Public Building Commission of Chicago – 23rd District Police Station Parking Garage, Chicago, Illinois:** Mr. Ring was responsible for project management and QA/QC for the interior survey of the parking garage at the new 23rd District Police Station site. Easements were created over a three-dimensional interior space for use by the public and Board of Education as part of an Inter-Governmental Agreement. *Anne L. Fredd, Esq., Neal and Leroy, LLC, 203 N. LaSalle Street, Suite 2300, Chicago, IL 60601, (312) 641-7144*

**Public Building Commission of Chicago - 12th District Police Station ALTA/ACSM Land Title Survey, Chicago, Illinois:** Mr. Ring was responsible for QA/QC for an ALTA/ACSM Land Title Survey with topography and a Plat of Vacation of existing alleys running through the site of the new 12th District Police Station site. *James Gallagher, AIA, Project Manager, Public Building Commission, 50 West Washington Street, Chicago, IL 60602, (312) 744-9431*

**Public Building Commission – Air Force Academy High School, Chicago, IL:** Mr. Ring performed an ALTA/ACSM Land Title Survey with topography for the redevelopment of an elementary school into a high school adjacent to US Cellular Field. This redevelopment was very time-sensitive as the surveying did not commence until July, but construction needed to be completed for the opening of school. *Art Del Muro, AIA, Public Building Commission of Chicago, 50 W. Washington Street, Room 200, Chicago, IL 60602, (312) 229-5465*

**Public Building Commission of Chicago - Southwest Area High School ALTA/ACSM Land Title Survey, Chicago, Illinois:** Mr. Ring was responsible for QA/QC for an ALTA/ACSM Land Title Survey with topography and a Plat of Opening for new public streets to service the proposed site of the new prototype Southwest Area High School. *David Earnhart, AIA, Public Building Commission, 50 West Washington Street, Chicago, IL 60602, (312) 744-2711*

**Chicago Public Schools – North Grand High School, Chicago, IL:** Mr. Ring was responsible for all aspects of an ALTA/ACSM Land Title Survey with Topography of this northwest side high school. The survey was prepared in conjunction with the Chicago Park District to develop a multi-use athletic field to be shared by the school and the users of Greenebaum Park. The development of the athletic field required the relocation of the school's truck dock from the north side of the school adjacent to the elevated railroad to the west side along Kostner Avenue. *Penelope Varnava, Managing Architect, Department of Facilities, Chicago Public Schools, 125 S. Clark Street, 17th Floor, Chicago, IL 60603, (773) 553-3190*

**Chicago Public Schools – Ft. Dearborn Elementary School, Chicago, IL:** Mr. Ring was responsible for all aspects of a Topographic Survey required in order for CPS to be able to perform renovations to this existing school. *Mark Kozlowski, PE, Design Manager, Chicago Public Schools, 125 S. Clark Street, 17th Floor, Chicago, IL 60603, (773) 553-5419.*

**Chicago Public Schools – Rosario Castellanos Elementary School, Chicago, IL:** Mr. Ring was responsible for all aspects of a Topographic Survey required in order for CPS to be able to perform renovations to this existing school. *Mark Kozlowski, PE, Design Manager, Chicago Public Schools, 125 S. Clark Street, 17th Floor, Chicago, IL 60603, (773) 553-5419.*

**Chicago Public Schools – Williams Multiplex Elementary School, Chicago, IL:** Mr. Ring was responsible for all aspects of a Boundary and Topographic Survey required in order for

CPS to be able to perform renovations to this existing school. *Penelope Varnava, Managing Architect, Department of Facilities, Chicago Public Schools, 125 S. Clark Street, 17th Floor, Chicago, IL 60603, (773) 553-3190*

**Chicago Public Schools – Philo Carpenter Elementary School, Chicago, IL:** Mr. Ring was responsible for project management and QA/QC for a Boundary and Topographic Survey redevelopment of this elementary school. A 14-day turnaround was required by CPS for this project, and the deadline was met on-time. *Penelope Varnava, Managing Architect, Department of Facilities, Chicago Public Schools, 125 S. Clark Street, 17th Floor, Chicago, IL 60603, (773) 553-3190*

**Chicago Public Schools – Lee Elementary School, Chicago, IL:** Mr. Ring was responsible for project management and QA/QC for a Boundary and Topographic Survey redevelopment of this elementary school. A 14-day turnaround was required by CPS for this project, and the deadline was met on-time. *Penelope Varnava, Managing Architect, Department of Facilities, Chicago Public Schools, 125 S. Clark Street, 17th Floor, Chicago, IL 60603, (773) 553-3190*

**Michael Van Valkenburgh Associates for the Chicago Park District – Maggie Daley Park / North Grant Park Renovation, Chicago, IL:** Mr. Ring performed project management and QA/QC for the Boundary and Topographic Survey for the Maggie Daley Park / North Grant Park Renovation of the Daley Bicentennial Plaza, Cancer Survivor's Garden, and Peanut Park in conjunction with the East Monroe Street Garage renovation. *Chris Gates, Senior Associate, Michael Van Valkenburgh Associates, Inc., 16 Court St., 11th Floor, Brooklyn, NY 11241, (718) 243-2044.*

**Altamanu for the Chicago Park District, South Grant Park Proposed Skate Park, Chicago IL, (2013) Survey Project Manager.** Mr. Ring was responsible for QA/QC for the proposed Skate Park on South Grant Park, as well as overall project management and delivery. *Sean McKay, PLA, LEED Green Associate. Altamanu, Inc. 1700 W. Irving Park Road, Suite 202, Chicago, Illinois 60613.*

**Hitchcock Design Group for the Chicago Park District, Big Marsh Bicycle Park, Chicago IL, (2014) Survey Project Manager.** Mr. Ring was responsible for QA/QC for the Topographic Survey for the proposed Bicycle Park in Big Marsh, as well as overall project management and delivery. *Rob Reuland, PLA, Associate. Hitchcock Design Group, 180 N Wacker Drive, Suite 003, Chicago, IL 60606 [rreuland@hitchcockdesigngroup.com](mailto:rreuland@hitchcockdesigngroup.com)*

**Upland Design for the Chicago Park District – Lawler Park, Chicago, IL:** Mr. Ring was responsible for all phases of the project, including project management and QA/QC. The Topographic Survey was performed for the renovation of the playground and spray pool in order to meet safety and accessibility requirements. *Heath Wright, RLA, ASLA, Upland Design Ltd., 24042 W. Lockport Street, Suite 200, Plainfield, IL 60544. 815-254-0091.*

**Conservation Design Forum for the Chicago Park District, Montrose Point Bird Sanctuary, Chicago IL, (2014) Survey Project Manager.** Mr. Ring was responsible for QA/QC of the Topographic Survey for the proposed rehabilitation of the Bird Sanctuary at Montrose Beach. *Dana Petit, Assistant Designer. Conservation Design Forum, 185 S. York Street, Elmhurst, IL 60126. [dpetit@cdfinc.com](mailto:dpetit@cdfinc.com) (630) 559-2020*

**CDOT Cermak / Blue Island Sustainable Streetscape, Chicago, Illinois (July – September 2012) Quality Control/Quality Assurance.** EDI was part of the Knight E/A Inc.- lead team, providing design services for streetscape improvements to Blue Island Avenue from Ashland Avenue to Western Avenue. EDI was tasked with performing the topographic and ADA ramp surveys for this Task Order. Included in EDI's scope of work was full ROW topography on the sidewalks, curb, pavement and street centerline at 50 foot intervals including the location of utility structures within the ROW. *Mr. Dan Kavanaugh, PE, Senior Vice President, Knight E/A, Inc., 221 N. LaSalle Street Suite 300, Chicago IL 60601, 312-577-3395, 312-577-3256 fax, [dkavanaugh@knightea.com](mailto:dkavanaugh@knightea.com)*

**CDOT Austin Avenue & Irving Park Road People Space, Chicago, Illinois (August – September 2013) Project Manager.** Mr. Ring provided project management services for this task order. EDI completed the topographic and ADA ramp surveys for this Task Order. EDI also performed topography on the sidewalks, including top of curb, face of curb and EOP shots on a 25 foot interval. EDI also completed survey within the pavement on Irving Park Road to define the slope of the parking lane, with the exception of a full topographic survey at the intersection of Irving Park Road and McVicker Avenue for the design of bumpouts at that location. EDI also completed the identification and location of utility structures within the parking lane. *Mr. Dan Kavanaugh, PE, Senior Vice President, Knight E/A, Inc., 221 N. LaSalle Street, Suite 300, Chicago IL 60601, 312-577-3395, 312-577-3256 fax, [dkavanaugh@knightea.com](mailto:dkavanaugh@knightea.com)*

**Upland Design for the Chicago Park District – Shabbona Park, Chicago, IL:** Mr. Ring was responsible for all phases of the project, including project management and QA/QC. The Topographic Survey was performed for the renovation of the playground and spray pool in order to meet safety and accessibility requirements. *Michelle Kelly, RLA, CPSI, Upland Design Ltd., 24042 W. Lockport Street, Suite 200, Plainfield, IL 60544, 815-254-0091*





LICENSE NO.  
**035.003244**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
**11/30/2016**

**LICENSED  
PROFESSIONAL LAND SURVEYOR**

**MICHAEL T RING  
804 HAYES AVE  
OAK PARK, IL 60302**



*Manuel Flores*

MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*

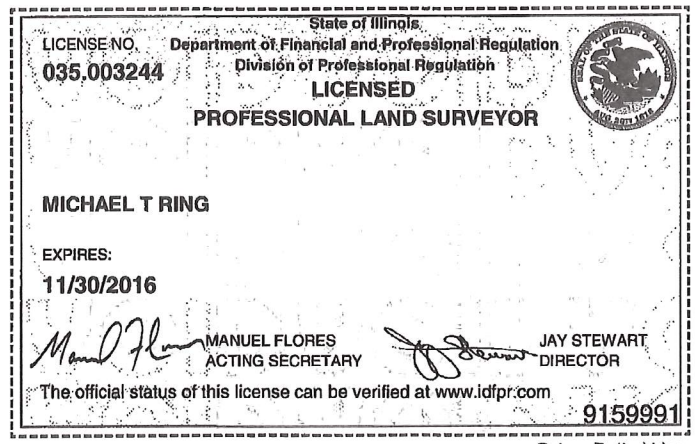
JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**9159991**

Cut on Dotted Line ✂

**For further reference, the Department is now providing a personal customer identification "Contact Number" which you may use in lieu of your social security number or FEIN number when contacting the Department. Your number is: 900761**



LICENSE NO. **035.003244**

State of Illinois  
Department of Financial and Professional Regulation  
Division of Professional Regulation



**LICENSED  
PROFESSIONAL LAND SURVEYOR**

**MICHAEL T RING**

EXPIRES:  
**11/30/2016**

*Manuel Flores*

MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*

JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**9159991**

Cut on Dotted Line ✂

20140909-1/00309

## **DOMINICK ROSSI**

### **SURVEY CREW CHIEF**

---

Mr. Rossi has over 12 years of experience in surveying and engineering. He is an experienced Instrument Person and Survey Crew Chief, providing a variety of services including construction staking, topographic, boundary, and ALTA surveys.

#### **Key Projects**

---

**Hitchcock Design Group for the Chicago Park District, Big Marsh Bicycle Park, Chicago IL, (2014) Survey Project Manager.** Mr. Rossi was a survey crew chief responsible for the performance of a 278 acre Topographic Survey for the proposed Bicycle Park in Big Marsh. *Rob Reuland, PLA, Associate. Hitchcock Design Group, 180 N Wacker Drive, Suite 003, Chicago, IL 60606 [rreuland@hitchcockdesigngroup.com](mailto:rreuland@hitchcockdesigngroup.com).*

**Hitchcock Design Group for the Chicago Park District, Claremont and Filbert Parks, Multiple Sites, Chicago, IL (April 2012 to Present):** Mr. Rossi was the Survey Instrument Person for the Topographic and ALTA/ACSM Land Title Surveys underway at Claremont and Filbert Parks in Chicago. *Julie Gilbert, LEED AP, Hitchcock Design Group, 180 N. Wacker Drive, Suite 003, Chicago, IL 60606, (312) 634-2100.*

**Illinois Tollway – PSB 12-5, Maintenance Facilities, System-Wide, Illinois:** Mr. Rossi conducted system-wide ALTA, Boundary and Topographic Surveys for the Phase I and II Engineering services required for the development of a Master Plan and design/ architectural plans for the Tollway's maintenance facilities. *Theresa Pelletier, PE, Vice President, Senior Project Manager, Epstein, 600 West Fulton Street, Chicago, IL 60661-1259. (312) 429-8235.*

**Village of Palatine – Medford Drive and Quentin Road New Relief Storm Sewer, Palatine, Illinois (July to September 2012), Survey Instrument Person.** Mr. Rossi was the Survey Instrument Person for the topographic survey prepared for the design of a new relief storm sewer from the Fremd High School parking lot to the existing detention pond in the Plum Grove Hills subdivision. *John Clark, PE, LEED AP, STV Incorporated, 200 W. Monroe Street, Suite 1650, Chicago, IL 60606, (312) 553-0655*

**Illinois Tollway – Contract I-14-4196, US Route 20 Reconstruction, Rockford, IL (January 2015 – present):** Mr. Rossi is a Survey Crew Chief for EDI as a subconsultant to Rubinos & Mesia Engineers, Inc. (RME) performing topographic surveying of approximately 55 acres and over a half mile of 4-lane divided highway for the preparation of contract plans to redesign and reconstruct US Route 20. *Faiq Aqueel, PE, PTOE, Rubinos & Mesia Engineers, Inc., 200 S. Michigan Avenue, Suite 1500, Chicago, IL 60604, (312) 870-6640.*

**Illinois Tollway – Contract R-13-5660, Roadway Resurfacing, Reagan Memorial Tollway (I-88), US Route 30, Mile Post 44.2 to US 52, Mile Post 55.1, Rock Falls to Dixon, IL (January - December 2014):** Mr. Rossi was one of the Survey crew chiefs for EDI as a subconsultant to Reynolds, Smith & Hills (RS&H) to perform topographic surveying and laser scanning on 19 bridges for the preparation of contract plans to resurface 11 miles of Tollway. *James R. Shaw, PE, Senior Transportation Project Manager, Reynolds, Smith & Hills, Inc., 525 Dunham Road, Suite 20, St. Charles, IL 60174, (630) 364-5246.*

**Chicago Department of Transportation, Cermak / Blue Island Sustainable Streetscape, Chicago, Illinois (July – September 2012) Survey Crew Chief.** As a subconsultant to Knight E/A, Mr. Rossi's responsibilities for the streetscape improvements included full ROW topography on the sidewalks, curb, pavement and street centerline at 50 foot intervals including the location of utility structures within the ROW. The improvements run from Ashland Avenue to Western Avenue. *Mr. Dan Kavanaugh, PE, Senior Vice President, Knight E/A, Inc., 221 N. LaSalle Street Suite 300, Chicago IL 60601, 312-577-3395, 312-577-3256 fax, [dkavanaugh@knightea.com](mailto:dkavanaugh@knightea.com)*

**Chicago Department of Transportation, Austin & Irving Peoplespaces, Chicago, Illinois (July – September 2012) Survey Crew Chief.** As a subconsultant to Knight E/A, Mr. Rossi's responsibilities for the streetscape improvements Environmental Design International, inc. (EDI) was tasked with included performing the topographic and ADA ramp surveys, including full topography on the sidewalks, including top of curb, face of curb and EOP shots on 25 foot intervals, the pavement on Irving Road to define the slope of the parking lane for the design of bumpouts at that location, and identification and location of utility structures within the parking lane. *Mr. Dan Kavanaugh, PE, Senior Vice President, Knight E/A, Inc., 221 N. LaSalle Street Suite 300, Chicago IL 60601, 312-577-3395, 312-577-3256 fax, [dkavanaugh@knightea.com](mailto:dkavanaugh@knightea.com)*

**Illinois Department of Transportation, Region 1, District 1 – PTB 167-016, Stony Island Ave at 103<sup>rd</sup> Street Ramps and Main line Reconfiguration, Chicago IL (June 2013-December 2014):** Mr. Rossi worked as a Survey Crew Chief and was responsible Phase 3 surveys for the proposed ramps and avenue reconfiguration. Included in his duties were the Topographic Surveys and Establishing Control throughout the project. *Mr. Michael J. Burns, P.E., Resident Engineer, Ardmore Associates, LLC. and EDI Joint Venture 33 N. Dearborn Ave. Suite 1720, Chicago, IL 60602. (708) 466-4289*

**Illinois Department of Transportation, Region 1, District 1 – PTB 166-003, Illiana Corridor Project, Will County:** Mr. Rossi was a Survey Crew Chief for EDI to perform Land Acquisition surveys for the Illiana Corridor Project. The Illiana Corridor is a proposed 47 mile, 4 lane access controlled highway that will connect to Interstate 55 on the west and Interstate 65 to the east. This project will serve the Illinois- Indiana Bi-State region and will respond to the ongoing socio-economical needs of the area. The Illiana Corridor project is estimated to cost 1.25 Billion in Year of Expenditure (2018) dollars. *Keith Stoddard, PLS, Chief of Plats and Plans, District 1, 201 W. Center Court, Schaumburg, IL 60196. (847) 705-4771.*

**Illinois Tollway – Contract I-12-4058, Design Section Engineering, Elgin O’Hare West Bypass at Taft Avenue, Survey Crew Chief.** Mr. Rossi is a Survey Crew Chief performing Land Acquisition Surveys for the determination of the Tollway’s existing rights-of-way and to prepare Plats of Acquisition for the Elgin O’Hare West Bypass. *Rebecca Popeck, PLS, Survey Project Manager, Spaceco, Inc., 9757 West Higgins Road, Suite 700, Rosemont, IL 60018, (847) 696-4060.*

**Illinois Department of Transportation, Various Land Surveys, Various Routes, Various Counties, Region One, District One, (March 2012 to present) Instrument Person.** Under this Various Surveys contract, EDI has completed sixteen (16) task order, providing existing ROW/PLSS survey, Plat of Highways and Parcel descriptions for acquisition parcels and temporary and permanent permanent easements. *Keith Stoddard, PLS, IDOT, 201 W. Center Court, Schaumburg, IL 60196, Phone 847-705-4771 Fax 847-705-4218, Keith.stoddard@illinois.gov*

**Illinois Tollway I-88 and I-90 Ramp Reconstruction, (April 2012 to December 2013), Survey Instrument Person.** EDI provided Phase II and Phase III engineering services for the preparation of contract plans and specifications and construction inspection and project management services required for ramp rehabilitation and reconstruction on the Ronald Reagan Memorial Tollway and the Jane Addams Memorial Tollway. EDI surveyors completed an existing conditions topographic survey for this work. *Ron Quinsey, Project Coordinator, Illinois Tollway, 2700 Ogden Avenue, Downers Grove, IL 60515, Phone 630-241-6800 ext.115, Fax 630-241-6105, rquinsey@getipass.com*

**City of Chicago Department of Water Management (CDWM) - Topographic and ADA Ramp Survey for Water Main Replacement Program (September 2013 to present):** EDI is providing topographic survey services for a number of CDWM projects throughout the City of Chicago for the Chicago Department of Water Management. All survey work performed includes location of all visible surface features, such as pavement centerline location and elevation, landscaping, sanitary sewer manholes, water valves, underground utilities and traffic control. The drawings are being prepared electronically on CDWM base sheets in Microstation format to published CDWM standards. *W. Ted Szudy, CTR Joint Venture, Jardine Water Purification Plant, 1000 E. Ohio Street, Chicago, IL 60611, (312) 894-4555.*

**Rubinos & Mesia Engineers, Inc. (RME) for the City of Chicago Dept. of Water Management (CDWM) Master Consulting Agreement for Sewer Design Services (October 2014 – Present):** As a subconsultant to RME, EDI is performing topographic survey services for the design of sixteen (16) new sewer projects on two different task orders, each containing multiple sites requiring topographic survey. Mr. Barczak was responsible for preparing the Topographic Surveys of the sites and supervised the survey field crews and the office work in the coordination and execution of the surveys. *Andrew Wynn, Rubinos & Mesia Engineers, Inc., 200 South Michigan Avenue, Suite 1500, Chicago, IL 60604, (312) 870-6600.*

**City of Chicago Department of Water Management (CDWM), Sewer Design Services, Multiple Sites, Chicago, IL (April – December 2012):** Mr. Rossi was part of the field crew providing topographic survey services for seven new sewer design projects for which EDI provided civil engineering services. *Mr. Sid Osakada, Department of Water Management; Bureau of Engineering Services, Sewer Section, 1000 East Ohio Street, Room 313, Chicago, IL, 60611, (312) 744 – 0344, Sid.Osakada@cityofchicago.org*

**Graef for the City of Chicago Department of Water Management (CDWM), Water Main Replacement Project, Multiple Sites, Chicago, IL, Survey Instrument Person, (April 2012 to Present).** Mr. Rossi’s services include topography of the water system including detail of water vaults pipes size and condition, and using GPS for coordinates and city benchmarks for elevation. ADA ramps were also part of this project. For this, services include topography at the end of each block with 5ft grid elevations for the installation of newly designed handicap ramps everywhere they replace water mains. *Mr. William Fleming, PLS, GRAEF, 8501 West Higgins Road, Suite 280, Chicago, IL 60631, (773) 399-0112.*

**Greeley & Hansen for City of Chicago Dept. of Water Management (CDWM) – Central Park Pump Station Electrification, Chicago, IL (July 2014 - present):** As the Survey Crew Chief, Mr. Rossi performed the field work for the Boundary and Topographic Surveys and exterior laser scanning for the conversion from a steam-powered facility to an electric-powered facility. *Arun Mande, PE, Greeley & Hansen, 100 S. Wacker Drive, Suite 1400, Chicago, IL 60606, 312-578-2311.*

## ALVIN SANTIAGO

### PROJECT SURVEYOR

---

Mr. Santiago is a Land Surveyor in Training with an exceptional record of success working on multi-million dollar, high-profile construction projects for the public, commercial, and private sectors. Directed construction and surveying projects in the U.S. and Puerto Rico. His responsibilities have included estimating, managing, scheduling, data processing, drafting and field tasks as needed. Background includes acting as an Owners Representative for the City of Chicago. Bilingual in English and Spanish. He is a Surveyor in Training in Puerto Rico (22893).

#### Key Projects

---

**Hitchcock Design Group for the Chicago Park District, Big Marsh Bicycle Park, Chicago IL, (2014) Project Surveyor.** Mr. Santiago was responsible for preparing a Topographic Survey for the proposed Bicycle Park in Big Marsh, supervising the survey field crews daily production and processing and drafting the field data. *Rob Reuland, PLA, Associate. Hitchcock Design Group, 180 N Wacker Drive, Suite 003, Chicago, IL 60606 [rreuland@hitchcockdesigngroup.com](mailto:rreuland@hitchcockdesigngroup.com)*

**Solomon Cordwell Buenz for the Chicago Housing Authority, William Jones Apartments Parking Lot, Project Surveyor.** Mr. Santiago was responsible for preparing a Boundary and Topographic Survey. Included in his duties were Boundary calculation, Right of Way calculation, management of office and field data and preparing deliverables for the proposed premises of the new Parking Lot. *Mr. John Shahlapour, R.A., Solomon Cordwell Buenz, 625 N. Michigan Avenue, Suite 800, Chicago, IL 60611 [john.shahlapour@scb.com](mailto:john.shahlapour@scb.com)*

**New Life Covenant Church, 7600 S Greenwood, Chicago IL, McKissack & McKissack (2014). Project Surveyor.** Mr. Santiago was responsible for preparing a Boundary, Topographic and ALTA Survey. Included in his duties were Boundary calculation, Right of Way calculation and management of office and field data and preparing deliverables. *McKissack & McKissack, 205 North Michigan Ave., Suite 1930, Chicago IL 60601 [robin.owens@mckissackmw.com](mailto:robin.owens@mckissackmw.com) (312)75- 9800*

**US Equities Cook County Strategic Realignment Plan (2014). Project Surveyor.** Mr. Santiago was responsible for performing research at the Cook County Recorder's Office in conjunction with the preparation of an ALTA Survey on the Cook County Courthouse located in Maywood, IL. *Cook County Bureau of Economic Development, Real Estate Management Division, 69 W. Washington Street, Suite 3000, Chicago IL 60602*

**Las Gaviotas, Barceloneta PR, (2010-2011). Project Manager.** Led and directed all field operations for projects construction of an 80-unit, 20-acre residential complex and a 45-unit, 14-acre residential complex, including earth movement, sewer lines, water mains, retention ponds, lot preparation, curbs, sidewalk, retaining walls, and streets. Supervised project teams. Monitored expenses. Managed document control.  
*Mr. Luis Badea, Baren Construction*

**La Loma Apartments, Phase II, Fajardo PR, (2006-2008). Surveyor and Supervisor.** 20 four-story buildings construction project. Mr. Santiago directed construction surveying calculation process and field surveys for the project. Calculated layout points and adjustments to plans for subdivision projects on this \$20M project. Also oversaw project management, inspection, and quality assurance. Coordinated structural contractors, excavators, graders, electricians, mechanical engineers, and others subcontractors. *Mr. Edris Mendez, F&R Construction*

**Costa Real Luxury Apartments, Phase II, Rio Grande PR, (2004-2006). Surveyor and Supervisor.** 30 one-story buildings construction project. Mr. Santiago directed construction surveying calculation process and field surveys for the project. Calculated layout points and adjustments to plans for subdivision projects on this \$25M project. Also oversaw project management, inspection, and quality assurance. Coordinated structural contractors, excavators, graders, electricians, mechanical engineers, and others subcontractors. *Mr. Edris Mendez, F&R Construction*

**Rubinos & Mesia Engineers (RME) for City of Chicago Department of Water Management (CDWM), Sewer Section (2014-Present):** EDI was awarded a specific task order to provide topographic survey services for the design of new sewer projects containing multiple sites requiring topographic survey. EDI performed an above-ground topographic survey on the areas of the new proposed sewer to be rehabilitated, including all improvements and utilities. EDI was also requested to establish horizontal and vertical control and a baseline to aid in the construction of the new sewer lines. Mr. Santiago was responsible for preparing the Topographic Survey CAD files for the sites and performed analysis of the Survey field data. *Andy Wynn, Rubinos & Mesia Engineers, Inc., 200 S. Michigan Avenue .1500, Chicago. Illinois .60604 [AWynn@RME-i.com](mailto:AWynn@RME-i.com)*

**Metropolitan Water Reclamation District of Greater Chicago – Crestwood Flood Control Preliminary Design Engineering, Crestwood, IL (January 2015 – Present):**

As a subconsultant to HR Green, Inc., Mr. Santiago is responsible for managing the field and office data and performing property research. Included in the scope of work for this project is the establishment of horizontal and vertical control, general site topography (including conversion and verification of existing Cook County 1-foot contours from GIS), existing cross sections along 135th Street, topographic survey of existing and proposed detention areas and sewer routes, preliminary utility mapping, property ownership research and development of integrated base mapping to be used by other team members. *Ajay Jain, PE, CFM, HR Green, Inc., 420 North Front Street, Suite 100, McHenry, IL 60050, (847) 866-0610.*

**City of Chicago Department of Water Management, Chicago, Illinois. Project Surveyor, (2014-Ongoing).** As a subconsultant to Graef, this project consisted of a topographic survey for various water main replacement projects in the City of Chicago. Mr. Santiago is responsible for the management of the field and office data and production of deliverables. *William Fleming, PLS, GRAEF, 8501 West Higgins Road, Suite 280, Chicago, IL (773) 399-0112*

**Illinois Tollway, PSB 12-5, Maintenance Facilities, System-Wide, Project Surveyor.** Mr. Santiago is part of the Survey Project Management team performing System-Wide ALTA, Boundary and Topographic Surveys for the Phase I and II Engineering services required for the development of a Master Plan and design/architectural plans for the Tollway's maintenance facilities. Mr. Santiago is in charge of the revision and processing of the field data, drafting and performed QA/QC of the field data deliverables. *Theresa Pelletier, PE, Vice President, Senior Project Manager, Epstein, 600 West Fulton Street, Chicago, IL 60661-1259. (312) 429-8235.*

**Illinois Department of Transportation, Region 1, District 1, PTB 167-016, Stony Island Ave at 103<sup>rd</sup> Street Ramps and Main line Reconfiguration, Chicago IL (June 2013-December 2014), Project Surveyor.** Mr. Santiago was responsible for assisting the Project Manager manage all survey activities for the Phase 3 surveys for the proposed ramps and avenue reconfiguration. Included in his duties were Topographic Surveys, volume calculations and site visits to collect field data. *Mr. Michael J. Burns, P.E., Resident Engineer, Ardmore Associates, LLC. and EDI Joint Venture 33 N. Dearborn Ave. Suite 1720, Chicago, IL 60602. (708) 466-4289*

**American Airlines – Replacement Fueling Center and Glycol Storage Facility, O'Hare Airport, Chicago, IL (May – September 2014) Project Surveyor.** Mr. Santiago was responsible for liaison with the field crews and producing the project deliverable for the relocation of the existing American Airlines facilities due to the O'Hare Modernization Program. Included in this project were topographic surveys of the existing fueling station at Concourse G and the proposed relocation site topographic and utility survey. *Mr. Carl Larson, PE, Milhouse Engineering, 60 E. Van Buren St., Suite 1501, Chicago, IL 60605, (312) 884-8079.*

**Lake County Department of Transportation, Wadsworth Road and Lewis Avenue, Beach Park IL (February 2014-October 2014), Project Surveyor.** Mr. Santiago assisted in Phase 1 surveys for the proposed intersection reconfiguration. Included in his duties were Boundary calculation, Right of Way calculation and producing basemaps and acquisition plats. *Mr. James Shaw, P.E., Senior Transportation Project Manager, RS&H, 525 Dunham Road, Suite 20, St. Charles, Illinois 60174. (630) 364-5246*

**Illinois Tollway – Contract R-13-5660, Roadway Resurfacing, Reagan Memorial Tollway (I-88), US Route 30, Mile Post 44.2 to US 52, Mile Post 55.1, Rock Falls to Dixon, IL (March – December 2014) Project Surveyor:** Mr. Santiago performed topographic surveying and laser scanning on 19 bridges for the preparation of contract plans to resurface 11 miles of Tollway. *James R. Shaw, PE, Senior Transportation Project Manager, Reynolds, Smith & Hills, Inc., 525 Dunham Road, Suite 20, St. Charles, IL 60174, (630) 364-5246.*

**Hydraulic Studies, Illinois Department of Transportation, District 1, Bureau of Programming, (2008-2009 for NWAI), Multiple Sites, Illinois. Crew Chief.** Mr. Santiago was responsible for all the field personnel and work included setting up horizontal and vertical control, topographic survey, multiple bridge structure as-built, creek bottom profile, and cross sections at specific locations until reaching 1 feet above the 100 year flood elevation. Project locations included Ferson Creek, Saint Charles, IL; Nippersink Creek, Hebron, IL; Long Run Creek, Lemont, IL; Jackson Creek, Joliet, IL. *Mr. Michael Hurtubise, MACTEC Engineering, 5440 N Cumberland Ave Chicago, IL 60656-1490, (773) 693-6031*

**I-55 from Martin Luther King Drive to Lake Shore Drive, Bowman, Barrett & Associates (2009 for NWAI). Crew Chief.** Mr. Santiago was responsible for all the field personnel and work included the ground control survey to calibrate the photogrammetric model used to create the topography for this project. Subsequently taking over the support survey phase of the project and setting up the site control (horizontal and vertical). The support survey consisted of full topographic survey underneath all the ramps and main lines including as-built of all piers, foundations and bridges for the aerial topography of the area (areas blocked by ramps bridges or with obstructed view). *Bowman, Barrett and Associates, 130 E. Randolph St. Suite 2650, Chicago IL 60601*

## JOHN SIELOFF

### SURVEY CREW CHEIF

---

Mr. John Sieloff has more than 12 years of experience collecting and processing field survey data related to boundary, topographic, engineering and construction layout surveys. He has assisted in a wide range of land surveying including horizontal and vertical control surveys, design topography surveys, road and bridge construction surveying/layout, plat of surveys and ALTA surveys. As a survey technician, he is responsible for operating and maintaining surveying instruments such as total station, GPS, EDM and other electronic distance measuring equipment used to measure and verify elevations, angles and distances.

### Key Projects

---

#### **City of Chicago Dept. of Water Management (CDWM) - Topographic and ADA Ramp Survey for Water Main Replacement Program (2015 to Present) Survey Crew Chief: EDI**

is providing topographic survey services for a number of CDWM projects throughout the City of Chicago for the Chicago Department of Water Management. All survey work performed includes location of all visible surface features, such as pavement centerline location and elevation, landscaping, sanitary sewer manholes, water valves, underground utilities and traffic control. The drawings are being prepared electronically on CDWM base sheets in Microstation format to published CDWM standards. *W. Ted Szudy, CTR Joint Venture, Jardine Water Purification Plant, 1000 E. Ohio Street, Chicago, IL 60611, (312) 894-4555.*

WITH PAST FIRMS:

**Streambank Stabilization, Metropolitan Water Reclamation District of Greater Chicago (MWRD).** Survey crewmember responsible for assisting with the collection of topographic and other physical data for development of hydraulic models, for the preparations of plats of easements. The project involved performing a survey to compile the information necessary to determine and obtain permanent and temporary easements. The properties were located in Tinley Park, Orland Park and Markham, Illinois and included 76 residential properties, 3 commercial properties and a railroad right of way

**Pavement Management services 2011 Airside and Landside, Chicago Department of Aviation.** Survey crewmember responsibilities included field locating the inspection limits for the analysis of current pavement conditions, to determine the pavement condition index (PCI). The overall project consisted of the utilization of the Micro Paver pavement management system to inventory and monitor the conditions of the airport pavement networks. The system is used to assess current conditions, forecast future conditions and to plan maintenance and rehabilitation activities.

**Metropolitan Water Reclamation District of Greater Chicago (MWRD) Lemont Plant Expansion.** Survey crew technician responsible for assisting survey crew chief perform a boundary survey of a corridor along the I&M canal and Des Plaines River, from the treatment plant in Lemont, East beyond Harlem Ave. Performed full topography of existing Lemont Treatment Plant and adjacent properties.

**Congress Parkway Roadway Improvement, Chicago Department of Transportation.** Survey crew technician responsible for assisting with quality control checks. The project consisted of the rehabilitation and reconstruction of Congress Parkway from I-290 to Michigan Ave. The work included asphalt resurfacing, street reconstruction, storm sewer installation, sidewalk removal and replacement, installation of ornamental lighting, traffic signal modernization, streetscape elements and landscaping.

**Metropolitan Water Reclamation District of Greater Chicago (MWRD) Heritage Park Flood Control Facility.** Survey crew technician responsible for assisting with boundary surveys of approximately 12 parcels that comprise the project site, complete site topography, existing utilities surveys and mapping, preparation of subdivision platting to consolidate the underlying property parcels, preparation of overall project base mapping and horizontal and vertical survey and construction control. The project consisted of the creation of expanded drainage and retention facilities, for flood control and relief within the buffalo creek drainage area. This intergovernmental project between the Village of Wheeling, the Wheeling Park District and the MWRDGC included the creation additional park and recreation facilities over an area of approximately 120 acres.

**Elgin O'HARE Extension/ West bypass, Illinois Department of Transportation.** Survey crew technician assisted survey crew chief with establishing horizontal and vertical control for this project. Also responsible for assisting in the setting and locating, post flight photo points for pre-design photogrammetric purposes. The project consisted of surveys for a total of 55 miles of roadway, including highways and cross streets and surrounding areas. Proposed to connect the current west end of the Elgin-O'Hare expressway at Lake St. in Hanover Park to the proposed new western entrance to the O'Hare International Airport. The field survey work included aerial mapping support services, photogrammetric surveying, design surveying and the merging of data collected into base mapping.

**O'Hare Modernization Program, Chicago Department of Aviation.** Survey crew technician responsibilities included assisting survey crew chief with horizontal and vertical control survey, utility mapping, drainage structure details and topographic surveys. The project will construct six parallel east-west runways and associated taxiways. Specific features of the Civil Master Plan include the 2-mile long, North perimeter road and security fencing project, relocation of Willow-Higgins creek, the south perimeter road and Taft Rd. connector, the southwest service road, the south airfield access roads, the Mount Prospect Road and Guard Post relocation project and multiple survey projects.

**Metropolitan Water Reclamation District of Greater Chicago (MWRD) Calumet Sag Channel Survey.** Survey crew technician responsible for assisting survey crew chief with verifying horizontal control points and cross sections of Tinley Park Creek and sub branches. The survey consisted of a boundary survey along the Calumet Sag channel, recovering section corners, property corners, R.O.W. markers and boundary evidence, along a two-mile corridor of properties owned by MWRD.

**Runway Arrestor Installation, Patrick Engineering.** Survey crew technician responsible for assisting the survey crew chief with horizontal and vertical control survey, utility mapping, drainage structure details and topographic surveys. The work included surveys for O'HARE international airport and Midway international airport.

**Rt. 14, West of Rt. 47, Illinois Department of Transportation.** Survey crew technician responsible for assisting survey crew chief with establishing horizontal and vertical control, topography surveys, cross sections and two bridge surveys. The job limits were a length of Rt. 14 extending 8.5 miles west from Rt. 47.

**I-90, Rt. 47 to Belvidere, ISHTA.** Survey crew technician responsible for assisting survey crew chief with establishing horizontal and vertical control, topography surveys and cross sections on the main line, as well as ramps and bridges, an extensive drainage and tributary survey, boundary survey of the ISHTA R.O.W. and proposed takes through three counties. The job was a length of I-90 through three counties, from Rt. 47 to Belvidere Rd.

**I-80 Bridges, Illinois Department of Transportation.** Survey crew technician responsible for assisting survey crew chief with establishing horizontal and vertical control, topography surveys and cross sections of I-80 and clearance surveys of bridges over the highway.

**O'Hare Modernization – Runway 10R 28L, Lindahl Bros.** Responsible for layout of runway and taxiways for pavement and layout of approach lights, runway lights, taxiway lights and touchdown lights.

**I-90 East of Rt. 20, F.H. Paschen/Nielson.** Responsible for roadway layout, setting hubs and PK's for grade, with level over and prorated grades. Responsible for layout of storm and sewer structures along I-90 and Rt. 20.

**I-290W / Thorndale Ave. F.H. Paschen/Nielson.** Responsible for layout for Thorndale bridge flyover, including wing wall and pier layout. Responsible for storm and sewer structure layout as well as under-drain.

**Bartlett Bridge (Over I-90) F. H. Paschen/Nielson.** Responsible for layout of headwalls, piers, wing walls and bridge deck. Also responsible for storm and sewer structure along bridge.

**Elgin-O'Hare Expressway: Thorndale Avenue to Mitchell Road, F. H. Paschen/Nielson.** Responsible for roadway layout of pavement and also bridge barrier base layout at Mitchell Road. Also responsible for storm and sewer layout along the limits of job.

## **MISTY THOMPSON**

### **SENIOR CADD TECHNICIAN**

---

Ms. Thompson has more than 15 years of experience producing CADD deliverables on a variety of complex projects. She is skilled in both Autodesk and Microstation formats, and is adept at working with a variety of engineering and surveying professionals. She is also skilled in Civil 3-D w/AutoCADD 2014, LD w/AutoCADD 2011, Microstation, ArcView, and ArcGIS.

#### **Key Projects**

---

**Chicago Park District – Lucy Flower Park, Chicago, IL, Survey Project Manager.** Ms. Thompson was responsible for providing CADD support for the preparation of a topographic drawing of Lawler Park for the renovation of the playground in order to meet current safety and accessibility requirements. *Paul Blanding, ASLA, Wolff Landscape Architecture, Inc., 307 N. Michigan Avenue, Suite 601, Chicago IL 60601, (312) 663-5494*

**Upland Design for the Chicago Park District – Lawler Park, Chicago, IL, Survey Project Manager.** Ms. Thompson was responsible for providing CADD support for the preparation of a topographic drawing of Lawler Park for the renovation of the playground and spray pool in order to meet current safety and accessibility requirements. *Heath Wright, RLA, ASLA, Upland Design Ltd., 24042 W. Lockport Street, Suite 200, Plainfield, IL 60544, (815) 254-0091*

**Upland Design for the Chicago Park District – Shabbona Park, Chicago, IL, Survey Project Manager.** Ms. Thompson was responsible providing CADD support for the preparation of a topographic drawing of Lawler Park for the renovation of the playground and spray pool in order to meet current safety and accessibility requirements. *Michelle Kelly, RLA, CPSI, Upland Design Ltd., 24042 W. Lockport Street, Suite 200, Plainfield, IL 60544, (815) 254-0091*

**University of Chicago Laboratory Schools, Main Campus Rehabilitation, Chicago, Illinois, CADD Technician.** Ms. Thompson is involved with the production of all Civil Plans. EDI is the Civil Engineer of record for the large, multi-disciplinary team charged with ultimately producing the design for the expansion and renovation of UCLS. The combination renovation/expansion project involves the entire 6-acre main campus at UCLS, as well as the design of an Early Childhood Center on a second, nearby site. *Ms. Sheri Andrews, Associate AIA, Valerio Dewalt Train Associates, Inc., 500 North Dearborn St. 9<sup>th</sup> Floor, Chicago, IL 60654, (312) 260-7344*

**Chicago Public Schools, Various Schools, Chicago, IL (March 2011 - Present), CADD Technician.** EDI has an IDIQ survey contract with Chicago Public Schools through 2014. EDI completed a Boundary and Topographic Survey redevelopment for Dirksen elementary school. This redevelopment was very time-sensitive (7 working days) and Ms. Thompson was involved with producing CADD deliverables for this work. *Felicia Ramos, Program Director, Chicago Public Schools, 125 S. Clark Street, 17th Floor, Chicago, IL 60603, (773) 553-5417.*

**Governors State University Courtyards (August 2013 – September 2013) CADD Technician.** Ms. Thompson was responsible for providing CADD support for the preparation of topographic drawings for two courtyards on the GSU campus. *Kevin Barto, Assistant Director for Grounds Management and Custodial Services, 1 University Parkway, University Park, IL 60484 [KBarto@govst.edu](mailto:KBarto@govst.edu)*

**Governors State University Soccer and Cricket Field Survey (August 2013) CADD Technician.** Ms. Thompson was responsible for providing CADD support for the preparation of a topographic drawing for the proposed Soccer and Cricket fields on the GSU campus. *Kevin Barto, Assistant Director for Grounds Management and Custodial Services, 1 University Parkway, University Park, IL 60484 [KBarto@govst.edu](mailto:KBarto@govst.edu)*

**Chicago Park District, Greenebaum Park, Chicago, IL, CADD Technician.** EDI provided the ALTA/ACSM Land Title Survey for the addition of a mixed-use athletic field to be used jointly by the Park District and North Grand High School at Kildare and Wabansia Avenues. *Bob Foster, Chicago Park District, 541 N. Fairbanks, Chicago, IL 60611, (312) 742-4693*

**Chicago Park District, North Grant Park Renovation, Chicago, IL, CADD Technician.:** EDI Provided the Boundary and Topographic Survey for the North Grant Park Renovation of the Daley Bicentennial Plaza, Cancer Survivor's Garden, and Peanut Park in conjunction with the East Monroe Street Garage renovation and the relocation of the Chicago Children's Museum. *Chris Gates, Senior Associate, Michael Van Valkenburgh Associates, Inc., 16 Court St., 11th Floor, Brooklyn, NY 11241, (718) 243-2044*

**Heritage Park Flood Control Facility, Wheeling, Illinois, CADD Technician (March 2011 - Present),** EDI is part of a multi-disciplinary team providing engineering and architectural services to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for the design and construction of a compensatory storage / flood control facility. Ms. Thompson is involved with the production of Civil 3D design and drawing files for the following new site features: two parking lots (including storm water drainage system with bioswale feature), a 900' access drive with drainage system, sanitary discharge sewers,



looped water main and services, erosion and sediment control, and construction traffic control. *Mr. David Handwerk, P.E., AECOM, 303 E. Wacker Dr., Suite 600, Chicago, IL 60601, (312) 373-6740*

**Illinois Tollway, Master Plan, Maintenance Facilities, Multiple Sites System-Wide, Technician.**

Ms. Thompson is part of the Survey Project Management team performing System-Wide ALTA, Boundary and Topographic Surveys for the Phase I and II Engineering services required for the development of a Master Plan and design/architectural plans for the Tollway's maintenance facilities. *Theresa Pelletier, PE, Vice President, Senior Project Manager, Epstein, 600 West Fulton Street, Chicago, IL 60661-1259. (312) 429-8235.*

**I-94, Illinois Department of Transportation, Region 1, District 1, Bishop Ford Expressway at Stony Island, Cook County, IL (06/2013-present), Senior CADD Technician.** Ms. Thompson was responsible for providing CADD support to provide verification of existing topographical features and newly constructed features for quantity purposes as well as verification of existing right-of-way. Real time GPS was used for horizontal and vertical location of features.

**City of Chicago Department of Water Management , Sewer Design Services, CADD Technician (November 2012 - present)**

EDI was awarded a master consulting agreement to provide Sewer Design services to the City of Chicago Department of Water Management. Under this agreement, EDI was awarded a task order to provide civil engineering and survey services for the design of three new sewer projects. EDI worked closely with the DWM throughout the design process and interacted with various city departments in obtaining the necessary approvals. *Mr. Sid Osakada, Department of Water Management; Bureau of Engineering Services – Sewer Section, 1000 East Ohio Street, Room 313, Chicago, IL, 60611, (312) 744 – 0344, Sid.Osakada@cityofchicago.org*

**Illinois Tollway, I-88 and I-90 Ramp Reconstruction, CADD Technician (2012 to present).** Ms. Thompson is providing CADD support for the preparation of Phase II design. EDI's tasks include the development of Concept Reports for I-88 at Highland Avenue, Spring Road, and York Road at I-90 at US-20. The Concept Reports included traffic analysis to determine optimal construction sequences and time of day for construction. EDI is also preparing Plans, Specifications, Estimates for pavement replacement, guardrail, and maintenance of traffic. . EDI is also coordinating with utility companies, and other jurisdictional agencies regarding improvements at signalized intersections. *Ron Quinsey, Project Coordinator, Illinois Tollway, 2700 Ogden Avenue, Downers Grove, IL 60515, Phone (630) 241-6800 ext. 115, Fax 630-241-6105, rquinsey@getipass.com*

**City of Chicago Department of Aviation, O'Hare Modernization Program (OMP) Design and Construction Support Services for the Runway 9R Extension and Associated Taxiway, Chicago, IL, (March 2011 - Present).**

EDI, a Chicago Aviation Runway Designers (CARD) Joint Venture Partner, is currently providing preliminary and final design services for the extension of Runway 9R-27L (former Runway 9L-27R). These comprehensive design elements include a system of three parallel taxiways that will serve this extended runway, and also propose Runway 9C-27C, located to the north and the Western Terminal that will be located to the south. *Steve Moulton, Vice President & National Airfield Services Group Leader, CARD (630) 364-5220*

**North Park Village Senior Wellness Center, Chicago, Illinois, CADD Technician (March 2011 - Present).**

The existing building interior and exterior, including surrounding site, will be remodeled to accommodate a community Senior Wellness Center that meets City of Chicago minimum requirements for LEED Silver standards. EDI is involved with the site development component of the project, including the preparation of contract plans and specifications for drainage, utilities, concrete curb & gutter and sidewalk, parking lot re-striping, site demolition, site grading, and sediment & erosion control. Ms. Thompson was involved with producing the CADD deliverables for this work. *Mr. John Stryker, AIA, Teng & Associates Inc., 205 N. Michigan Ave., Suite 3500, Chicago, IL 60601, (312) 616-7919*

**Village of Matteson, Village Engineer, 2011 Water Main and Drainage Improvement Project, Village of Matteson, IL, (2011) CADD Technician.**

Ms. Thompson is involved with production of CADD deliverables for this EDI's role as Village Engineer. EDI is completed the route surveying, engineering plans, permitting, and bidding documents for replacing and upgrading an existing undersized water distribution main with 4900 lineal feet of new 12" ductile iron pipe in an established residential neighborhood and 2500 lineal feet of new 16" ductile iron pipe water transmission main.. *Mr. Brian Mitchell, Village Administrator, 4900 Village Commons, Matteson, IL 60443, (708) 283-4911*

**Bartlett & West, Inc. (February 2000 – February 2011), CADD Technician.**

Ms. Thompson designed and assembled site/drainage/grading plans, sanitary sewer/street/storm plans, cross sections, plats of survey, and topographical maps and surfaces, per surveyors and engineers' specifications. She was actively involved in quality assurance and control to ensure plans were developed according to company standards. She interpreted and wrote legal descriptions. Ms. Thompson also has experience collaborating with engineers to prepare pre-application/preliminary and final plats and landscape plans.

**EXHIBIT A**  
**LEGAL ACTIONS**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**Firm Name:** Environmental Design International inc.

If the answer to any of the questions below is **YES**, you must provide a type written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed <u>See attached</u> .	<input type="checkbox"/>	<input type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EDI is currently named as a defendant in 2 cases. Management feels these are both “nuisance” cases in which we’re named as one of several parties in order for the Plaintiff to pursue alleged damages against as many parties as possible in the hopes of maximizing their chances of recovery.

***DT Boring, Inc. v. The Chicago Public Building Commission, Harbour Contractors, Inc, Environmental Design International, Inc and John Dimos, Case No. 15-cv-11222***

In 2013, the action *DT Boring, Inc. v. EDI, et al.*, Case Number 13-cv-00450 was filed against EDI in the United States District Court for the Northern District of Illinois for alleged violations of RICO. The Public Building Commission (“PBC”) was also named as a party to the case. On April 6, 2013 the Plaintiff filed an Amended Complaint. EDI and other defendants filed two motions to dismiss the action. On October 28, 2013, the Court granted EDI and the other defendants’ motion to dismiss the Amended Complaint for lack of standing because DT Boring had failed to exhaust its other sources of recovery, namely it had to finish its action for recovery under the performance bond before a RICO case could be filed. No timely appeal was taken by the Plaintiff from the order of dismissal.

Subsequently, on December 14, 2015, DT Boring refiled the action entitled *DT Boring, Inc. v. The Chicago Public Building Commission, Harbour Contractors, Inc, Environmental Design International, Inc and John Dimos*, Case No. 15-cv-11222 in the United States District Court for the Northern District of Illinois. The allegations of this complaint are the same factual allegations that DT Boring previously asserted. Plaintiff is seeking damages for lost profits for work that it had to forego because it was not released from a construction project at the 12<sup>th</sup> District Police Station and asbestos-related down time. DT Boring claims damages of \$400,000 and under RICO seeks punitive damages of \$2 million and attorneys fees. (Complaint, Prayers for Relief, Count I, page 58, and Count III, page 59). EDI is represented by counsel in the case. The case was recently reassigned to Judge Gettleman as a refiled case. EDI’s response to the Complaint is due to be filed on February 15, 2016. EDI intends to vigorously defend itself in this matter and believes the allegations to be without merit.

***Reliable Contracting and Equipment Co. v. Environmental Design International, et al.***

Plaintiff Wayne Young sustained an injury while driving his motor scooter along the 1500 block of West George Street in Chicago in 2012. Plaintiff filed a lawsuit against the City of Chicago, who in turn filed a complaint against Reliable Contracting and Equipment Company. Reliable has now filed a complaint for third party contribution in the Circuit Court of Cook County, IL, County Department, Law Division, Case #2013-L-010783 called *Reliable Contracting and Equipment Co. v. Environmental Design International, et al.* The complaint is for a contribution for Environmental Design’s alleged negligence in failing to make reasonable inspection of the work being done so as to prevent injury to the Plaintiff. Environmental Design was providing construction inspection/surveying work to CTR, which is a joint venture of 3 contractors doing work on the project for the City of Chicago. EDI does not have record of any of its employees

being at the location in question in September 2012. This case has been turned over to Environmental Design's professional liability carrier to handle the defense.

**EXHIBIT B**  
**DISCLOSURE AFFADAVIT**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned **Claire M. Williams**, as **President**  
Name Title

and on behalf of **Environmental Design International inc.**  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: Environmental Design International inc.
2. Address: 33 W. Monroe Street, Suite 1825, Chicago, IL 60603
3. Telephone: 312-345-1400 Fax: 312-345-0529
4. FEIN: 36-3759119 SSN: \_\_\_\_\_
5. Nature of transaction (check the appropriate box):
  - Sale or purchase of land
  - Construction Contract
  - Professional Services Agreement
  - Other \_\_\_\_\_

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship    | <input type="checkbox"/> Not-for-profit Corporation    |
| <input type="checkbox"/> Joint Venture          | <input type="checkbox"/> Other: _____                  |

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: Illinois
2. Authorized to conduct business in the State of Illinois:  Yes  No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
SEE ATTACHED LIST	

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
Deborah M. Sawyer	33 W. Monroe Street, Suite 1825 Chicago, IL 60603	95.5

5. LLC's ONLY, indicate management type and name:  
 Member-managed  
 Manager-managed  
 Name: \_\_\_\_\_
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
 Yes  
 No

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**





Updated: January 2016

**CURRENT BOARD OF DIRECTORS**  
**Environmental Design International inc.**

<b>NAME</b>	<b>TITLE</b>	<b>RACE-M/F</b>	<b>Date App't</b>	<b>Expertise</b>	<b>Occupation</b>
Deborah M. Sawyer 5009 S. Ellis Avenue Chicago, IL 60615 (773) 548-8688	Director	Black- F	4/91	Environmental Science	Owner
Betty P. Sawyer 317 N. Nelson Road Columbus, OH 43219	Director	Black-F	4/91	Marketing	Retired Marketer
Leslie Sawyer 47 N. 20 <sup>th</sup> Street Columbus, OH 43203 (614) 258-5363	Director	Black-F	6/98	General Business	Administrator
Mike Ring, PLS 804 Hayes Avenue Oak Park, IL 60302 (708) 524-1627	Director	White-M	11/10	Survey	Surveyor
Sindy Mondesir 3807 Landsdown Avenue Naperville, IL 60564 (630)536-4871	Director	Black-F	9/12	Human Resources	Human Resources

**CURRENT CORPORATE OFFICERS**

Deborah M. Sawyer 5009 S. Ellis Avenue Chicago, IL 60615 (773) 548-8688	Founder & CEO/ 30 years of Experience	Black- F	4/91	Environmental Science	Owner
Claire M. Williams 10716 S. Parnell Chicago, IL 60628 (773) 995-6511	President/ 18 years of Experience	Black-F	10/05	Business Development	Marketing/Business Development
Joan Mazurek 1325 N. State Pky. Chicago, IL 60610 (312) 266-0767	Vice President/30 years of experience	White F	5/11	Finance	Chief Financial Officer



Environmental Design  
International inc.

Updated: January 2016

**CURRENT CORPORATE OFFICERS (continued)**

Mike Ring, PLS 804 Hayes Avenue Oak Park, IL 60302 708-524-1627	Vice President/23 years of Experience	White-M	11/10	Survey	VP, and Dept. Mgr. Survey
Gary Flentge, MPH, LEHP 329 Prairieview Drive Oswego, IL 60543 (630) 554-7584	Vice President/24 years of experience	White M	5/11	Industrial Hygiene/Environmental	VP and Mgr Industrial Hygiene
Scott Dileto, CHMM 14633 Aston Way Lockport, Illinois 60441 (312) 446-4388	Vice President/15 years of experience	White M	5/11	Environmental Science	VP, and Mgr. Environmental
G. Nicholas Textor, PE 177 Riverwalk Ln Bastrop, TX 78602 (773) 680-0990	Vice President/35 years of experience	White M	7/15	Civil Engineering	VP, and Mgr Civil Engineering
Sindy Mondesir 3807 Landsdown Avenue Naperville, IL 60564 (630)536-4871	Director of Human Resources/19 years of Experience	Black-F	9/12	Human Resources	VP, and Director of Human Resources

**PARTNERSHIPS**

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

Name	Ownership Interest Percentage
n/a	

**SOLE PROPRIETORSHIP**      n/a

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:  Yes       No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s)

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

Name	Address

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## CONTRACTOR CERTIFICATION

### A. CONTRACTORS

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

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

#### **CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

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

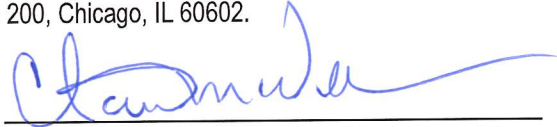
#### **INCORPORATION INTO CONTRACT AND COMPLIANCE**

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

**VERIFICATION**

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

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



Signature of Authorized Officer

**Claire M. Williams**

Name of Authorized Officer (Print or Type)

**President**

Title

**312-345-8693**

Telephone Number

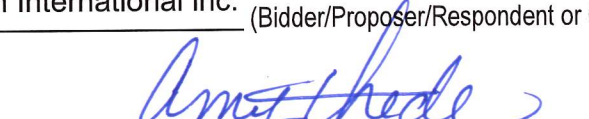
State of **Illinois**

County of **Cook**

Signed and sworn to before me on this **22nd** day of **January**, 20**16** by

**Claire M. Williams** (Name) as **President** (Title) of

**Environmental Design International inc.** (Bidder/Proposer/Respondent or Contractor)

  
Notary Public Signature and Seal





---

**EXHIBIT C**  
**DISCLOSURE OF RETAINED PARTIES**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**Definitions and Disclosure Requirements**

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

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

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Land Survey

Name of Consultant: Environmental Design International inc.

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

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

Signature

January 22, 2016

Date

Claire M. Williams

Name (Type or Print)

President

Title

Subscribed and sworn to before me

this January day of 22nd 2016

Notary Public



**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## 1. Policy Statement

- a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Consultant must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Consultant also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

## 2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

## 3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
  - i. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - ii. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - iii. "Professional Service Contract" means a contract for professional services of any type.
  - iv. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
  - v. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
  - vi. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

- vii. "Good faith efforts" means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- viii. "Joint Venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the Joint Venture is equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- ix. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

#### 4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible Joint Venture equal to the percentage of the ownership and control of the MBE or WBE partner in the Joint Venture. A Joint Venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A Joint Venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the Joint Venture:
  - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
  - ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Consultant subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

- f. A Consultant may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

## 5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
  - i. Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or the County of Cook must be submitted.
  - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the Joint Venture agreement proposed among the parties. The Schedule B and the Joint Venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
  - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
  - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

## 6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

#### 7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - i. Attendance at the Pre-bid conference;
  - ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
  - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
  - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - a. The name, address and telephone number of MBE and WBE firms contacted;
    - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - vi. A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.



- vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
  - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - ix. General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
- i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
  - ii. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

#### 8. Failure To Achieve Goals

- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
- i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
  - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
  - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

- vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - vii. Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
  - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
  - ix. Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

#### 9. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

#### 10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.

- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the Subconsultant's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subconsultant or supplier was misrepresented by the Consultant. If the Consultant is determined not to have been involved in any misrepresentation of the status of the disqualified subconsultant or supplier, the Consultant shall make good faith efforts to engage a qualified MBE or WBE replacement.

#### 11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Consultant to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

#### 12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Consultant shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Consultant of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

- i. The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
- ii. The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Consultant; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

- iii. The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

- iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
  - v. Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
  - c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

### 13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Consultant's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Consultant did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Consultant from entering into future contracts with the Commission.

### 14. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture \_\_\_\_\_

2. Address of Joint Venture \_\_\_\_\_

3. Phone number of Joint Venture \_\_\_\_\_

4. Identify the firms that comprise the Joint Venture

A. Describe the role(s) of the MBE/WBE firm(s) in the Joint Venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%

8. Specify as to:

A. Profit and loss sharing \_\_\_\_\_%

B. Capital contributions, including equipment \_\_\_\_\_%

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- A. Financial decisions: \_\_\_\_\_
  - B. Management decisions such as:
    - 1. Estimating: \_\_\_\_\_
    - 2. Marketing/Sales: \_\_\_\_\_
  - C. Hiring and firing of management personnel: \_\_\_\_\_
  - D. Purchasing of major items or supplies: \_\_\_\_\_
  - E. Supervision of field operations: \_\_\_\_\_
  - F. Supervision of office personnel: \_\_\_\_\_
  - G. Describe the financial controls of the Joint Venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each Joint Venturer to commit or obligate the other. Describe the estimated contract cash flow for each Joint Venturer.
  - H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.
10. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture.

**SCHEDULE B - Joint Venture Affidavit (3 of 3)**

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the Joint Venture's work on this Contract, there is any significant change in the information submitted, the Joint Venture must inform the Public Building Commission of Chicago, either directly or through the Consultant if the Joint Venture is a sub-consultant.

X \_\_\_\_\_

Name of Joint Venturer

\_\_\_\_\_ Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me appeared (Name)

before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:

Commission expires:

(SEAL)

(SEAL)

**SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_

(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago

(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor

\_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

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

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

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



**SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

---

---

---

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-MBE/WBE \_\_\_\_\_

**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)**

Name of Project: \_\_\_\_\_

STATE OF ILLINOIS    }

                                  } SS

COUNTY OF COOK     }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

\_\_\_\_\_

Title and duly authorized representative of

\_\_\_\_\_

Name of General Contractor whose address is

\_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Contract Value</b>		%	%

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2)**

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

BY:

\_\_\_\_\_  
Name of Contractor (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone/FAX

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_