



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

**PROFESSIONAL SERVICES
AGREEMENT**

TRAFFIC STUDY SERVICES (PS2064B)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

DLZ ILLINOIS, INC.

FOR

TRAFFIC STUDY SERVICES (PS2064B)

Public Building Commission of Chicago

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

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|---------------------------|---|
| | |
| FIRM NAME: | DLZ Illinois, Inc. |
| CONTACT NAME: | Gregory R. Brumm |
| CONTACT TELEPHONE: | 773-283-2600 |
| CONTACT EMAIL: | gbrumm@dlz.com |
| ADDRESS: | 8430 West Bryn Mawr, Suite 100 Chicago, IL 60631 |

**Mayor Rahm Emanuel
Chairman**

Felicia S. Davis
Executive Director

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**EXECUTION PAGE
TRAFFIC STUDY SERVICES – PS2064B**

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

DLZ Illinois, Inc. with offices at 8430 West Bryn Mawr, Suite 100
Chicago, IL 60631 (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
TRAFFIC STUDY SERVICES – PS2064B**

PUBLIC BUILDING COMMISSION OF CHICAGO

Kal Emanuel Date: _____
Mayor Rahm Emmanuel
Chairman

ATTEST:

[Signature] Date: 2/9/16
Lori Ann Lypson
Secretary

DLZ Illinois, Inc.
CONSULTANT: _____

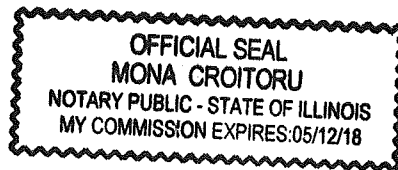
Gregory R. Brummond Date: 1/22/2016
President (Vice)

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook
Illinois
State of: _____

Subscribed and sworn to before me by Gregory R Brummond
on behalf of Consultant this 22nd day of Jan, 2016.

Monna Croitoru
Notary Public
My Commission expires: 05/12/2018
(SEAL OF NOTARY)



Approved as to form and legality:
Anne L. Zredd Date: 2-4-16
Neal & Leroy, LLC

**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.pbccchicago.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 \$300,000.00. 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 signatures(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.

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SCHEDULE B SCOPE OF SERVICES

B.1. General Scope of Services – Traffic Study Consultant

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

Below are the individual tasks to be completed for this study:

B.2.1. Data Collection:

B.2.1.1. Kick-Off Meeting: The Consultant shall attend a kick-off meeting with the PBC prior to commencing with the work. The kick-off meeting will address scope of work, special requirements, schedule, site access, and any other particular items that are required for the successful completion of a traffic study.

B.2.1.2. Field Reconnaissance & Inventory: The Consultant shall perform a field reconnaissance and inventory of existing traffic, parking, bicycle, pedestrian and any other existing modes of transportation. The inventory shall include, but not limited to, the following:

- a. Street widths, parking restrictions, parking capacity, curbside activity, traffic control, general circulation patterns, bus stop locations, pick-up/drop-off accommodations, pedestrian and bicycle paths, travel routes, pavement markings, and signs.
- b. Other conditions relevant to the study.

B.2.1.3. Collect & Review Existing Operations and Traffic Data: The Consultant shall collect and review all relevant information pertaining to existing transportation system operations and existing and projected populations and land use within the vicinity of the site.

B.2.1.4. Existing Conditions Summary Exhibit: The Consultant shall prepare an existing conditions diagram summarizing the identified field conditions.

B.2.2. Field Investigation:

B.2.2.1. Traffic Count: The Consultant shall specify traffic count procedures (manual or automated). The traffic counts (vehicular and pedestrian) shall be conducted per the time periods specified by the PBC.

B.2.2.2. Traffic Observation: The Consultant shall perform traffic observations for the purposes of estimating the travel modes of users, advising on pick-up/drop-off activities, evaluating on-street and off-street parking demands, and assisting in the projections.

B.2.2.3. Traffic Summary Exhibit: The Consultant shall prepare a diagram summarizing vehicular, bicycle, pedestrian and any other existing modes of transportation volumes for the peak traffic during the study periods.

B.2.3. Trip Generation and Traffic Assignment

B.2.3.1. Trip Generation: The Consultant shall utilize traffic counts and field observations and other related data to generate trip estimates during study periods of user activity. The Consultant shall validate the trip generations through industry recognized standards.

B.2.3.2. *Trip Distribution*: The Consultant shall distribute the generated traffic (vehicular, pedestrian and any other existing modes of transportation) onto the existing, or proposed, streets and sidewalk networks based upon anticipated direction of travel.

B.2.3.3. *Trip Assignment*: The Consultant shall assign the generated traffic projections to the adjoining street system based upon the trip distributions and any other relevant information.

B.2.4. Analysis and Recommendation

B.2.4.1. *Intersection Capacity Analysis*: The Consultant shall conduct capacity analysis at all relevant intersections for each study period. The Consultant shall describe the methods used to develop the capacity analysis.

B.2.4.2. *Analysis and Recommendations*: The Consultant shall analyze the information developed by the study and submit a professional analysis and recommendation(s) for the necessary areas of consideration, including impacts and improvements, to the following (but not limited to):

- a. Existing street system(s)
- b. Building access and circulation
- c. Transit
- d. Parking
- e. Pedestrian/Bicycle systems and safety
- f. Pick-up/drop-off operations related to school buses, transit, private autos, agency vehicles, loading and delivery docks, etc.
- g. Conflict points between autos, pedestrians, and school/CTA bus activity
- h. Safety conditions
- i. Traffic control
- j. Roadway
- k. Meters
- l. Reducing the amount of traffic and onsite parking

B.2.5. Documentation

Findings and Recommendations Meeting: The Consultant shall be available for three (3) meeting to discuss the analysis and investigation results to the PBC Project Manager and team members and make themselves available for meetings with governing authorities, community meetings, and as needed.

B.2.5.1 *Traffic Study*: The Consultant shall provide a draft electronic report with the following (but not limited to):

- a. Exhibits depicting existing conditions aerial
- b. Existing traffic
- c. Bicycle and pedestrian volumes
- d. Site generated traffic and pedestrian volumes
- e. Total traffic and pedestrian volumes
- f. Aerial exhibit identifying locations of recommended improvements

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

B.2.6. Additional Studies (if needed)

B.2.6.1. Traffic Conditions during Construction: The Consultant shall analyze the impacts on traffic patterns during construction of this project and make recommendations to mitigate any significant impacts.

B.2.6.2 Parking Facility Analysis: The Consultant shall analyze and make recommendation for impacts due to a parking garage associated with the project.

B.2.6.3 Perform counts on Specific modes of transportation (car, bike, bus, and walk).

B.2.6.4 Compile and assemble all information needed to draft a traffic management plan.

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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 Order, 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 (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission 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 \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. 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.2 ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date

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

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

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changes, or non-renewed.

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

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

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

Any insurance or self-insurance programs maintained by the 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 Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/14/2016

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).

| | | |
|---|---|--------|
| PRODUCER Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022 | CONTACT NAME: Carly Underwood | |
| | PHONE (A/C No. Ext): (770) 552-4225 FAX (A/C No.): (866) 550-4082 | |
| | E-MAIL ADDRESS: carly.underwood@greyling.com | |
| INSURED DLZ Illinois Inc. 70 West Madison #1400 Chicago IL 60602 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Brit Syndicate 2987 at Lloyd's | |
| | INSURER B: National Union Fire Insurance | 19445 |
| | INSURER C: Liberty Mutual Group | 42404 |
| | INSURER D: Federal Insurance Company | 20281 |
| | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: 16-17 (Chicago) REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|--|
| B | <input checked="" type="checkbox"/> GENERAL LIABILITY | | | 9575069 | 4/1/2015 | 4/1/2016 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 25,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | CA7469870 | 4/1/2015 | 4/1/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | TH7-651-291559-015 | 4/1/2015 | 4/1/2016 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE | | | | | | |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 039901577 | 4/1/2015 | 4/1/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Prof/Poll Liability | | | LDUSA1604157 | 1/1/2016 | 1/1/2017 | Per Claim/Aggregate \$5M/\$5M |
| D | Valuable Papers | | | 3601-19-01 | 4/1/2015 | 4/1/2016 | Limit \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
C. Teuer
Re: Traffic Study Services - PS2064B; Illinois. Public Building Commission of Chicago, City of Chicago are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days'

| | |
|---|---|
| CERTIFICATE HOLDER Public Building Commission of Chicago Richard J. Daley Ctr. Rm. 200 50 W. Washington Street Chicago, IL 60602 | 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 David Collings/CARLY <i>David H. Collings</i> |

COMMENTS/REMARKS

written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2015 forms a part of

Policy No. CA 746-98-70 issued to DLZ CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/15 forms a part of

policy No. CA7469870 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

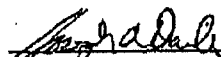
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.


Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/15 forms a part of

policy No. CA7469870 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

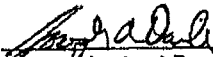
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.


Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/15 forms a part of

policy No. CA7469870 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 4/1/15 forms a part of

Policy No. 9575069 issued to DLZ Corporation

By National Union Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

Blanket Where Required By Written Contract

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the Insurer, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the First Named Insured confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the Insurer will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the First Named Insured in writing to be correctly a part of the Schedule within days after the First Named Insured confirms the accuracy of the Schedule above with the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured confirms the accuracy of the Schedule above with the Insurer.

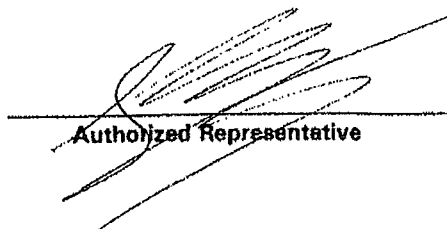
Proof of the Insurer emailing the Advice, using the information provided and subsequently confirmed by the First Named Insured in writing, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| AS REQUIRED BY WRITTEN CONTRACT | AS REQUIRED BY WRITTEN CONTRACT |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/15 forms a part of

policy No. 9575069 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR
ORGANIZATIONS NAMED AS ADDITIONAL INSURED -
ONGOING AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:


COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II - WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard":

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.



Authorized Representative or
Countersignature (In States Where
Applicable)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/15 forms a part of Policy No. 039901577

issued to DLZ Corporation

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/15 forms a part of Policy No. 039901577

issued to DLZ Corporation

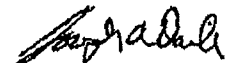
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

KEY PERSONNEL MATRIX

| KEY PERSONNEL MATRIX | | | | | | |
|------------------------|-----------------------------------|--|---|---------------|-------------------|-------------------|
| Names of Key Personnel | Role in this Contract | Category Experience | | | | |
| | | Traffic Conditions Survey Type (schools, municipal facilities, libraries, mixed-used developments or M.U.D., highway improvement or H.I.P.) | Is the Team Member local (Chicagoland)? | Years at Firm | Years in Industry | Types of Licenses |
| Gregory Gedemer | Project Engineer | Schools, Residential, H.I.P. | Yes | 3 | 10 | PE, PTOE |
| John Hilsen | QA/QC | H.I.P. | Yes | 3 | 10 | PE, PTOE |
| Kathleen Meyerkord | Senior Transportation Engineer | H.I.P., Schools, Libraries, Warehousing/ Industrial, M.U.D. | Yes | 5 | 35 | PE, PTOE |
| Joanne Morris | Project Engineer | M.U.D., H.I.P. | Yes | 9 | 25 | PE |
| Charles Teuer | Project Manager | Schools, Hospitals, H.I.P., M.U.D., Retail, Casino | Yes | 6 | 15 | PE, PTOE |

SUMMARY OF KEY PERSONNEL

Gregory Gedemer, PE, PTOE – Project Engineer

Mr. Gedemer has 10 years of experience in transportation engineering, transportation planning, and traffic signal design. He has performed intersection design studies within the City of Chicago and surrounding areas for various privately-funded projects and has experience with traffic planning and pedestrian safety.

John Hilsen – QA/QC

Mr. Hilsen has more than 14 years of experience in the field of Civil and Transportation Engineering. He has been responsible for the review and management of road improvement, residential, and commercial projects, including the preparation of contract plans and specifications. Prior to joining DLZ, Mr. Hilsen served as Project Engineer for various road improvement projects in the Chicago/northwest Indiana region, designing drainage, road geometrics, profiles and cross-sections.

Kathleen M. Meyerkord, PE, PTOE – Transportation Engineer

Ms. Meyerkord has more than 34 years of experience in the management of transportation planning projects, transportation engineering studies, feasibility studies, and traffic signal and signal system design and operation. Ms. Meyerkord has managed Phase I, Phase II and traffic engineering projects ranging in size from single intersection improvements to major interchange modifications. Her scope of experience includes traffic and safety analyses, geometric design, alternatives analysis, public involvement and environmental coordination.

Joanne Morris—Project Engineer

Ms. Morris has more than 25 years of civil engineering design and management experience in transportation and site development. This experience ranges from site studies to design of complex infrastructures. Throughout her career Ms. Morris has been Civil Project Manager/Project Engineer responsible for a wide variety of private projects involving institutional, industrial, commercial, distribution and residential developments, and public projects including traffic and transportation planning and roadway, highway, urban development, airport and rail facilities. Ms. Morris has provided planning and detailed civil engineering design and coordination including geometry, grading and stormwater management, utility design, paving, and permitting coordination for projects in dozens of municipalities.

Charles Teuer, PE, PTOE – Project Manager

Mr. Teuer has 15 years of experience in Civil and Transportation Engineering. His background in Phase I and II engineering includes traffic impact studies, data collection management, parking needs analysis, circulation analysis, traffic signal plans, sign plans and pavement marking plans. Mr. Teuer leads DLZ's Data Collection Department and will serve as the Project Manager and primary contact on this project.

Education:

- ◆ Bachelor of Science in Civil Engineering, University of Wisconsin, Milwaukee, 2004

Registrations:

- ◆ Professional Engineer – Illinois, 062-062156, 2009

Certifications:

- ◆ Professional Traffic Operations Engineer – 2829, 2010

Total Years of Experience:

- ◆ 10 years

Years with Current Firm:

- ◆ 3 years

Years of Experience Conducting Traffic Studies:

- ◆ 10 years

Experience Summary:

Mr. Gedemer has 10 years of experience in transportation engineering, transportation planning, and traffic signal design. He has performed intersection design studies within the City of Chicago and surrounding areas for various privately-funded projects and has experience with traffic planning and pedestrian safety.

Detailed Technical Experience:**Bowes Road Extension, Village of Elgin, Illinois – Design Engineer**

The project entailed the extension of Bowes Road in South Elgin. Bowes Road terminates one mile west of IL 31 and Greg performed a traffic study to analyze the impact of extending Bowes Road the additional mile to connect with IL 31. He analyzed potential traffic impacts, reassigned the existing traffic for connectivity and performed a traffic analysis for all intersections impacted within the project limits.

Traffic Study for Multiple Residential Developments, Private Developer, Chicago, Illinois – Design Engineer

Greg has been involved in traffic studies and analyses for approximately 15 residential development projects throughout the City of Chicago's downtown and northside neighborhoods including five in the downtown Loop area. He was responsible for evaluating the traffic impact each proposed development would have on the roadway system, especially when directly affecting the downtown Loop area. Greg determined, in each case, if any intersection or roadway improvements were necessary to accommodate the proposed development and made recommendations. He analyzed parking needs to determine if adequate parking was available for each development.

Traffic Study for Residential Development, Private Developer, Chicago, Illinois – Design Engineer

The proposed residential building was to be built on the site of the abandoned Ravenswood Hospital on Chicago's north side at Winchester Avenue and Sunnyside Avenue. Greg analyzed the impact the proposed building would have on the area roadway system, which consisted of residential streets. Greg faced the challenge of a new school proposed for the site in addition to the residential development and analyzed the traffic impact on the proposed school. He was also responsible for determining the parking needs for the development.

Traffic Study for Harper College Master Plan, Palatine, Illinois – Design Engineer

This project was a traffic study conducted based on improvements outlined in the Harper College Master Plan. Greg evaluated the traffic conditions on the roadways surrounding the campus (Algonquin Road, Roselle Road, and Euclid Avenue) and the internal campus roadway system. He determined the future traffic impacts based on the proposed master plan improvements which included realignment of the internal campus roadway system and relocation of the access road on Euclid Avenue.

Traffic Study for Proposed Private School Satellite Location, Confidential Private Developer, Chicago, Illinois – Design Engineer

The project was for a proposed school in Chicago's south loop neighborhood near residential and mixed-use buildings. Greg evaluated the traffic flow in the area surrounding the proposed site. He determined the impact the proposed pick-up/drop-off operation would have on the surrounding area and recommended how the school should facilitate pick-up/drop-off operations to minimize traffic interruption and maintain traffic flow.



Canal Street Viaduct Rehabilitation, Phase I, Chicago Department of Transportation, Chicago, Illinois – EJM Design Engineer

EJM prepared seven Intersection Design Studies for viaduct rehabilitation along Canal Street from Taylor Street to Monroe Street. This included performing intersection capacity analysis using Highway Capacity Software at all of the signalized intersections within the project corridor.

I-80, Phase I from Ridge Road to US Route 30, Illinois Department of Transportation, Will County, Illinois – EJM Design Engineer

The project consisted of the interim improvement of I-80 from Ridge Road to US Route 30 in Will County. Greg developed 2009 and 2010 updates to the I-80 Crash Report. He also completed the capacity analysis for the interchange ramps, weaving sections, and crossroad signalized intersections.

Intersection Design Studies and Traffic Signal Plans, The Arboretum of South Barrington, South Barrington, Illinois – Design Engineer

The Arboretum of South Barrington was a proposed shopping center located in the northeast corner of the intersection of IL 72 and IL 59 in South Barrington, Illinois. Greg conducted Intersection Design Studies at the intersections of IL 59/Access Drive, IL 59/IL 72, IL 72/Access Drive, and IL 72/Bartlett Road. He was also responsible for the design of temporary and permanent traffic signals at these four intersections which included all plan sheets, quantities, specifications, and estimates for temporary and permanent signal and interconnect design at these intersections.

Intersection Design Studies and Traffic Signal Plans, Ogden Hill Mixed-Use Development, Montgomery, Illinois – Design Engineer

The Ogden Hill Mixed-Use Development was a proposed development containing commercial and residential uses in the northwest corner of the intersection of US 30 and US 34 in Montgomery, Illinois. Greg conducted Intersection Design Studies at the intersections of Hill Avenue/Goodwin Drive, US 30/US 34 (East), US 30-34/Access Drive, US 30/US 34 (West), and US 30/Goodwin Drive. He was also responsible for the design of temporary and permanent traffic signals at these five intersections which included all plan sheets, quantities, specifications, and estimates for temporary and permanent signal and interconnect design at these intersections.

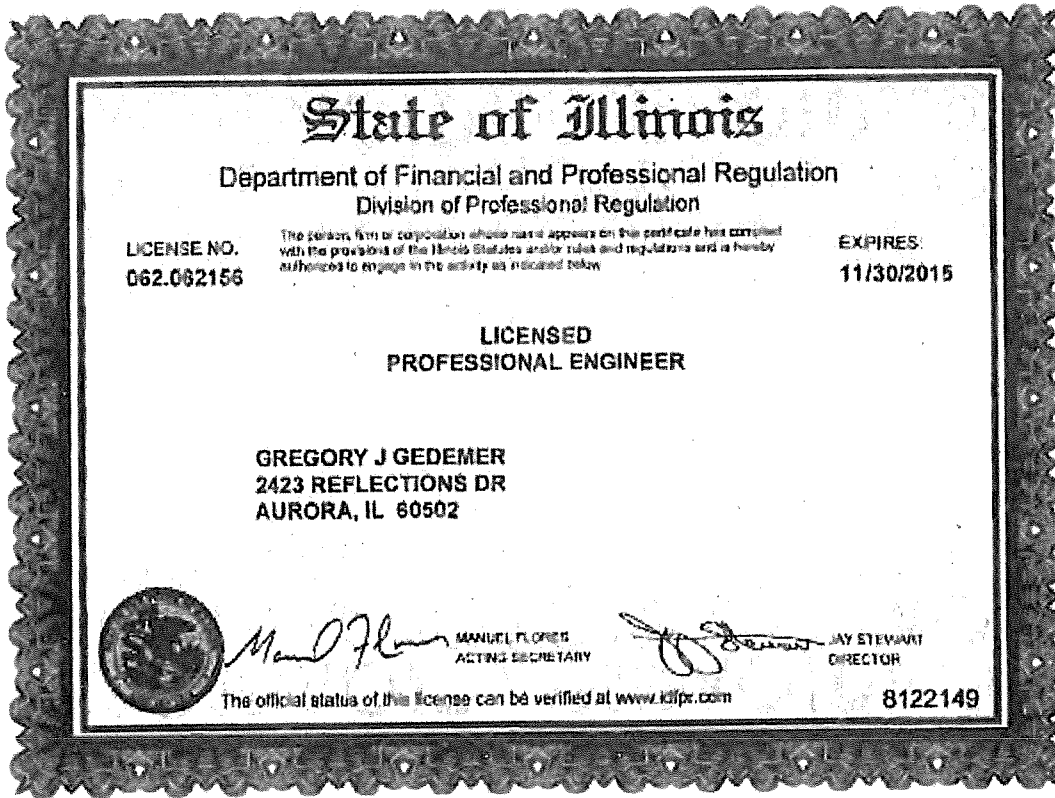
Central Avenue at the BRC Crossing Phase I Project, Illinois Department of Transportation – EJM Design Engineer

This project involves a Phase I study for the Central Avenue at BRC Crossing in Chicago, Illinois. Major Deliverables include: a Combined Design Report (CDR), Location Drainage Study (LDS), and an Abbreviated Environmental Assessment (EA). A stepped approach will be undertaken to identify possible alternatives. Options such as realignment of the railroad and roadway will be considered. Greg was responsible for summarizing the traffic counts and performing capacity analysis using HCS and Synchro software based on proposed geometry for the Preferred Alternative.

Central Area Transitway Studies, Chicago Department of Transportation – EJM Design Engineer

These studies, which followed the federal Alternatives Analysis approach, developed alternatives for improved transit in two corridors in Chicago's central area. Screened Bus Rapid Transit options on different alignments were developed and analyzed. Greg contributed to the Alternatives Definition and Evaluation tasks for the Michigan Avenue Bus Rapid Transit Alternative. His major contributions were the development on-street alternatives and preparation of the final evaluation report.

GREGORY GEDEMER PROFESSIONAL LICENSE



Transportation Professional Certification Board Inc.

certifies that

Gregory Gedemer

*has met all of the requirements established by the Certification Board
to use the title of*

PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

unless withdrawn by the Certification Board and subject to the provisions for renewal.

Certificate number 2829 issued in Washington, D.C., U.S.A.

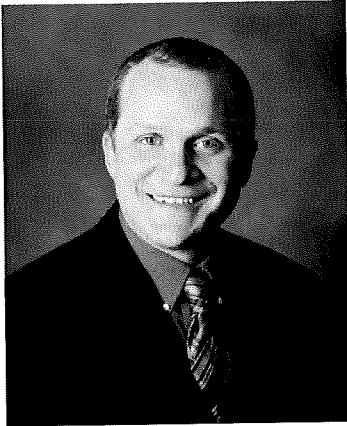
April 14, 2010

Steven D. Hofener
Chair



James W. ...
Executive Director

JOHN HILSEN, P.E. RESUME



JOHN HILSEN, P.E. SENIOR ENGINEER

Mr. Hilsen has 14 years of experience in the field of Civil and Transportation Engineering. As a Design Engineer, he has been responsible for the review and management of road improvement, residential, and commercial projects, including the preparation of Civil Engineering plans and specifications. Prior to joining DLZ, Mr. Hilsen served as Project Engineer for various road improvement projects in the Chicago/northwest Indiana region, designing drainage, road geometrics, profiles and cross-sections.

PROJECT EXPERIENCE

- Elgin O'Hare Extension/West O'Hare By-Pass, Northeast Illinois. Project Engineer. Provide traffic engineering services for the extension of the Elgin O'Hare Expressway for IDOT. Scope of work includes network modeling, an origin/destination study, operational analyses, and manual traffic counts. Prepared an origin/destination study for the West Bypass north of Thorndale Avenue and the Elgin O'Hare Expressway between I-290 and Elmhurst/York Road.
- US-41 at IL-176 Interchange Reconstruction, Northeast Illinois. Project Engineer. Reconstruction of the interchange at US-41 (Skokie Highway) at Illinois Route 176 (Rockland Road). Scope of services included data collection and an origin-destination study. Prepared the origin-destination (OD) study for the intersections of US-41 at Washington Avenue, IL-176 at Skokie Boulevard, and IL-176 at Shagbark Road to determine traffic patterns in the project area.
- US-30 and IL-31 Interchange Improvements. Project Engineer. Provide Phase I and Phase II engineering services for the improvement of the US-30 at IL-31 interchange for IDOT. Scope of services includes intersection design studies (IDS), capacity analyses, intersection geometry, and traffic signal plans and interconnect plans. Prepared an IDS for the intersection of IL-31 at US-30 ramps C and D. Currently preparing traffic signal design plans and interconnect plans for the project intersections of IL-31 at Watkins Avenue, IL-31 at US-30 ramps A and B, US-30 at both ramps between the US-30 Ramps A and B and Aucutt Road. Also assisted with a traffic signal/railroad interconnect study for the proposed at-grade crossing of Watkins Avenue at the Burlington Northern tracks.
- US-45, IL-132 to IL-173, Lake County, Illinois. Project Engineer. Preparation of a Phase I Engineering Report for IDOT. The project covers a 5-½ mile segment of US-45 in Lake County, Illinois. Working on the location drainage study for the report. Analyzing the existing and proposed hydrology and hydraulics for the major drainage features along the segment of highway which includes eleven waterway crossings. Two of the waterway crossings are located within Special Flood Hazard Areas (SFHA).
- IL-129, Wilmington Illinois. Project Manager. Improvement of two intersections in Wilmington for the Illinois Department of Transportation (IDOT). Scope included preparing a Project Design Report (PDR) for IL 129 at Coal City Road. The PDR included capacity analyses, Intersection Design Study (IDS), Existing Conditions Environmental Survey Request (ESR), Proposed Conditions Plan and Profile, Proposed Cross-Section, Crash Analysis, Signal Warrants, Right-of-Way Impact Analysis and Exhibits, Location Drainage Study (LDS), Hydraulic Report (HR) and Local Agency Coordination.
- Lake County Department of Transportation PASSAGE Field Elements Design 2013 & 2014. Project Engineer. Provided traffic signal design services for the expansion of the Lake County DOT PASSAGE network. After being selected for the 2013 program the county retained DLZ again to complete the 2014 program. The PASSAGE network interconnects Lake County's and the Illinois Department of Transportation's (IDOT) traffic signals to the County's Traffic Management Center. This allows visual monitoring

EDUCATION

B.S. Engineering, Marquette University, 2000

REGISTRATIONS

Professional Engineer - Illinois, 2005, #062-058722

Indiana, 2007, #PE10708916

JOHN HILSEN, P.E. RESUME (CONTINUED)

of the traffic signals and adjustments of the County's signal timings during major traffic incidents in addition to providing information through the County's Highway Advisory Radio system. DLZ conducted field inspections of existing traffic signal installations, verified existing signal plans, and prepared inventories of existing controller cabinet and traffic signal equipment for 39 locations. Prepared plans, specifications and estimates for the expansion of the fiber optic cable and wireless interconnect systems, addition of PTZ cameras at select intersection, and upgrades or replacement of existing traffic signal controllers.

- Illinois Department of Transportation District-wide Traffic Signal Design. Project Engineer. Preparation of on-call traffic signal design services includes temporary and permanent traffic signal design and interconnects designs to support the IDOT District One in-house projects. Design documents have been prepared for over 500 intersections.
- Jane Addams Memorial Tollway (I-90) at Irene Road Interchange, Boone County, Illinois – I-12-4046. Project Manager. DLZ prepared Phase II design documents for the construction of a new interchange for the Jane Adams Memorial Tollway (I-90) at Irene Road for ISTHA. The scope of work includes the design development of a new eastbound exit Ramp including an AET Ramp Toll Plaza and associated roadway and ITS improvements. The project includes improvements to Irene Rd to accommodate the new ramp intersection and coordination with locals and utility companies for relocations of existing facilities and new service connections to accommodate the proposed improvements and Toll Plaza.
- Jane Addams Memorial Tollway (I-90) at Elmhurst Road Interchange, Des Plaines, Illinois – I-11-4020. Project Manager. Preparation of Phase II design documents for the construction of a new interchange for the Jane Adams Memorial Tollway (I-90) at Elmhurst Road for ISTHA. The scope of work includes the development of temporary and permanent traffic signal plans for the intersections of Elmhurst Road at Oakton Street and the I-90 North and South Interchange Ramps, a new traffic signal interconnect from Elmhurst Road at the I-90 South Interchange Ramp to Oakton Road, a Toll Plaza fiber optic and power connection plan, signing plans for six new sign structures for NB and SB Elmhurst Road and the ramp approaches, and pavement marking PS&Es for the project area.
- Jane Addams Memorial Tollway (I-90), Boone and Winnebago Counties, Illinois. Project Engineer. Prepare Phase II design documents for reconstruction of the Jane Adams Memorial Tollway (I-90) for the Illinois State Toll Highway Authority (ISTHA). Directing the preparation of signing and pavement marking plans, specifications and estimates for the project area, which extends from Genoa Road in Boone County to Mill Road in Winnebago County. The scope of work includes an ITS inventory for the project limits to document all existing ITS elements, the preparation of Intelligent Transportation System (ITS) plans for the project area, and identification of all anticipated new utilities, services, easements, agreements and/or construction permits that will be required for the design. Also providing Phase III support for the project.
- Burley Avenue Extension, Chicago, Illinois. Project Engineer. Provide traffic engineering services for improvements to Burley Avenue from 106th Street to 126th Place in Chicago. Scope of services included the development of four intersection design studies (IDS) and the development of traffic projections for the year 2030. Prepared IDSs for intersections at Burley Avenue at 126th Place, Carondelet Avenue at 126th Place, 122nd Street at Avenue O, and Burley/Buffalo Avenue at 106th Street. The IDSs included capacity analysis to determine turn-lane requirements.
- 63rd Street over the Dan Ryan Expressway (I-90) Improvements, Chicago, Illinois. Project Engineer. Improvements to 63rd Street in Chicago for IDOT. The project covers 63rd Street from Wells Street/Yale Avenue to Wentworth Avenue and crosses over the Dan Ryan Expressway (I-90/94). The preparation of permanent and temporary traffic signal plans, signing and pavement marking plans, ADA ramp design and restoration plans for the intersections of 63rd Street at Wells Street/Yale Avenue and 63rd Street at Wentworth Avenue. Also prepared construction documents for a traffic signal interconnect between the Wells Street/Yale Avenue and Wentworth Avenue signals. Scope included Maintenance of Traffic Plans for the Dan Ryan Expressway (I-90/94), and drainage modifications to the expressway drainage system to accommodate the proposed bridge replacement project.

JOHN HILSEN PROFESSIONAL LICENSE



KATHLEEN MEYERKORD, P.E., PTOE RESUME



KATHLEEN M. MEYERKORD, P.E., PTOE

SENIOR TRANSPORTATION ENGINEER

Ms. Meyerkord has more than 34 years of experience in the management of transportation planning projects, transportation engineering studies, feasibility studies, and traffic signal and signal system design and operation. Ms. Meyerkord has contributed to the planning of numerous traffic studies for the Chicago Department of Transportation (CDOT) and other agencies. Her scope of experience includes the preparation of project development reports, environmental assessments, environmental class of action determination documents, combined design reports, location drainage studies, access justification reports, interchange and intersection design studies, wetland impact evaluations, geometric alternative studies, public involvement, coordination with environmental agencies, and right-of-way studies.

PROJECT EXPERIENCE

EDUCATION

B.S., Civil Engineering,
University of Missouri-Rolla,
1977

REGISTRATIONS

Professional Engineer,
Illinois, 1986, #062-042962
Indiana, 2008, #PE10809457
Michigan, 2013, #6201060709

CERTIFICATION

Professional Traffic Operations
Engineer, 1995
IMSA Traffic Signal Bench
Technician, Level II Certification,
1995

AFFILIATIONS

ITE, Fellow and Past President,
Illinois Section
IMSA, Associate Member

- Elgin O'Hare West Bypass, IDOT District 1. Provided traffic engineering services for Tiers I & II of the Elgin O'Hare Expressway extension project for IDOT. The scope of work included network modeling, geometric alternative studies, operational analysis and preparation of Intersection Design Studies (IDS). DLZ performed existing network modeling with Synchro/SimTraffic software and VISSIM software to analyze current and future design operations. The scope of work for Tier I included the collection of traffic data for network modeling and the development of capacity analyses for the No-build conditions and future conditions. DLZ's scope for Tier II included the preparation of Intersection Design Studies at 15 locations in the project area. The IDSs required completion of intersection capacity analyses using Highway Capacity Software (HCS) for the preferred alternative. The geometric design for each location also included development of proposed intersection geometry in MicroStation in addition to completion of an AutoTurn analysis.
- Phase I Engineering Program Management Consultant for Various Routes, IDOT District One, Illinois. Leading the team of engineers providing in-house program management and traffic engineering consulting services for the Traffic Programs Section, IDOT District One. Coordinating the implementation of the Highway Safety Improvement Program (HSIP) for District One which includes the annual review of and response to 5% locations. Coordinating the study of these locations by in-house staff and outside consultants, reviewing studies, and developing improvement projects to be submitted for HSIP funding. Presents HSIP candidate projects to the District One Safety Committee and directs the submittal of these projects to the Central Office for funding approval. Also assisting in the development and submittal of projects for CMAQ funding. Tracking project costs and schedules for approved HSIP and CMAQ projects as they move through design and are let. Also working with IDOT staff to respond to requests for traffic studies from the public and from public officials by managing the appropriate studies to address public concerns and preparing written responses.
- Willow Road Improvements, Northfield, Illinois. Project Manager. Improvement of Willow Road from IL 43 to I-94 to accommodate projected travel demands. The project scope included an extensive public involvement program based upon the principles of Context Sensitive Solutions. To assist in the public involvement, supervised the development of conceptual geometry and completion of traffic projections and analyses for 19 local and regional alternatives to address congestion along

KATHLEEN MEYERKORD, P.E., PTOE RESUME (CONTINUED)

Willow Road. The local alternatives consisted of variations of two-lane and four-lane improvements along Willow Road itself. The regional alternatives included the completion of each of the partial interchanges along I-94 and the Edens Spur, development of new interchanges at Lake Avenue and Dundee Road along I-294, and improvements to the Willow Road/I-94 interchange. Completed a detailed crash analysis incorporating procedures from the Highway Safety Manual.

- ISTHA Contract I-12-4046 Traffic and Geometric Design Upon Request. On-call and as-needed Phase I and Phase II Engineering Services. Transportation Engineer. Prepared a 2040 Truck Parking Study for the Irving Park Road, Cermak Road, 82nd Street and 83rd Street Toll Plazas. The study utilized existing truck volumes and percentages at the Des Plaines and Hinsdale Oases along with Toll Plaza Volumes to develop truck parking demand for potential new facilities at the five toll plazas.
- Old Orchard Road Corridor Study/Phase I Study, Skokie, Illinois.* Project Manager. A corridor study which began with preparation of a feasibility study along the Old Orchard Road Corridor between Harms Road and Skokie Boulevard. The study, conducted to address congestion on the Interstate 94 ramp intersections with Old Orchard Road and along the corridor, included land use studies, trip generation calculations, roadway network modeling using Synchro, review of travel lane needs, cross section analyses, intersection analyses, interchange configuration studies at the Interstate 94 interchange, determination of right-of-way requirements, and preparation of a summary report. The project progressed to a Phase I study that included detailed alignment studies, Intersection Design Studies, drainage analyses, cross section analyses and structural analyses for proposed retaining walls.
- Near South Transportation and Parking Study, Chicago, Illinois.* Project Manager. A study within the area immediately south of the City of Chicago Central Business District. The Transportation Study identified deficiencies and constraints within the area for existing and future traffic conditions and developed recommendations for the roadway, transit, pedestrian and bicycle route systems. Synchro/SimTraffic was used to model the 73-signal network and to develop alternatives. The Parking Study developed recommendations which included consolidating residential permit parking zones, conversion of single use zones (meter or permit) to dual use zones, and conversion of free parking to metered or permit parking. Tasks included data collection, travel demand modeling and traffic analysis, parking demand evaluation, development of alternatives and recommendations, and preparation of summary reports for each study.
- CenterPoint Intermodal Center East Traffic Study and Traffic Signal Design, Elwood, Illinois.* Project Manager. Preparation of a Traffic Impact Study for a three million-square-ft. warehousing/light industrial development in the southwest Chicago suburbs. The site was located at the intersection of IL 53 and Walter Strawn Drive. The study required data collection, trip generation and traffic analysis, geometric design, preparation of a Traffic Impact Study, and completion of an Intersection Design Study. The existing traffic signal required modification to accommodate a new east leg at the intersection. The project involved coordination with the Illinois Commerce Commission because of an existing railroad interconnect for the adjacent railroad tracks which run parallel to IL 53.
- Roosevelt Road/Delano Court Intersection Improvements, Chicago, Illinois.* Project Manager. Completed the Traffic Study, Intersection Design Study and Traffic Signal Requirements Plan for the installation of a new signal on Roosevelt Road in the Near South area of Chicago. The project resulted from the need to coordinate the intersection improvements required due to new residential/business developments being constructed on the north and south sides of Roosevelt Road. The Traffic Study included review and consolidation of previously-completed traffic studies, including studies from the two developments. Completed intersection capacity analyses and the geometric design based on the projected traffic volumes. Also prepared an Intersection Design Study.



CIVIL ENGINEERING CONSULTANTS

122 S. MICHIGAN AVENUE

SUITE 1830

CHICAGO, IL. 60603

312.362.9900 (T) 312.362.9901 (F)

Joanne M. Morris, P.E., LEED AP Vice-President

Ms. Morris has more than 25 years of civil engineering design and management experience in transportation and site development. This experience ranges from site studies to design of complex infrastructures. Throughout her career Ms. Morris has been Civil Project Manager/Project Engineer responsible for a wide variety of private projects involving institutional, industrial, commercial, distribution and residential developments, and public projects including traffic and transportation planning and roadway, highway, urban development, airport and rail facilities. Ms. Morris has provided planning and detailed civil engineering design and coordination including geometry, grading and stormwater management, utility design, paving, and permitting coordination for projects in dozens of municipalities.

Project Experience

119th Street Corridor Study, Chicago, Illinois. Transportation planning services associated with a corridor study for an approximately 20 square block area on the south side of Chicago. The scope of work included assessment of existing roadway, bike route, and sidewalk conditions, determination of available transit options, traffic counts and evaluation of key intersections, review of alternate improvement options, and presentation of study findings to the community.

Stroger Hospital Strategic Plan, Chicago, Illinois. Transportation planning services associated with a strategic plan prepared for the Stroger Hospital Campus. The impacted area included County owned land and buildings in the vicinity of Stroger Hospital and the old Cook County Hospital site. The scope of work included a traffic study identifying existing conditions, estimates of projected traffic volumes, and determination of anticipated improvements required to accommodate alternate development schemes.

Altgeld Garden Master Plan, Chicago, Illinois. Master Plan for redevelopment of Altgeld Gardens and Murray Homes. Civil scope of work included evaluation of existing site conditions and transportation network, identification of improvements for blocks to be redeveloped, and identification of improvements and extensions to existing public and private street network to accommodate vehicles, bicycles and pedestrians.

Imani Village, Chicago Illinois Site civil engineering for the construction of a new multiuse development on approximately 30 acres near the intersection of 95th Street and Cottage Grove. The improvement includes residential, educational, commercial, and recreational uses along with the construction of ½ mile of public and private roadways. The scope included preparation of a traffic study to assess the impact of the site on the adjacent roadway network.

Wuhan Greenland Center Main Tower, Wuhan, China. Transportation planning associated with the development of a multi-use facility on a greenfield site. The building is being designed to accommodate hotel, office and residential uses. Scope of work includes review of site access, circulation, parking, and capacity for cars, bicycles and commercial vehicles.

Tiajan, Vantone Center, Tiajin, China. Review of site access and parking circulation for a multiple use development. Focus of the work was the review of site access and circulation for cars, bicycles and commercial vehicles within the underground parking garage.

Federal Express Cologne Bonn International Airport, Cologne, Germany. Evaluation of the impact of proposed improvements and modifications to cargo operations on vehicular access and circulation, pedestrian access and intersection capacities.

Edwards Elementary School Annex, Chicago, Illinois. Site civil engineering for construction of a new annex building for an existing elementary school. The scope of work included a new building, new parking lot, artificial turf play field, playground, sidewalks, and utilities to support the building construction.

Wildwood Elementary School Annex, Chicago, Illinois. Site civil engineering for construction of an expansion for an existing elementary school. The scope of work included a new building, parking lot, fire lane, sidewalks, and stormwater management / utilities to support the building expansion.

Higgins Elementary School, Chicago, Illinois. Site civil engineering for improvements to an existing elementary school near 117th and Morgan Avenue in Chicago, Illinois. Civil engineering design included provision on a new parking lot, reconfiguration of parking lot access points, sidewalk repairs and installation of a new plaza and playground.



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Back of The Yards High School, Chicago Illinois. Conceptual design and site civil engineering for the construction of a new high school near the intersection of 47th Street and Hoyne Avenue in Chicago, Illinois. Civil engineering design work includes geometry, grading, drainage, paving, utility design, and detailed coordination with the Chicago Public Schools and Public Building Commission, City agencies and utility owners. Site improvements include parking, new athletic fields and tennis courts.

Gwendolyn Brooks College Preparatory Additions, Chicago Illinois. Civil engineering concept design and site preparation construction documents for the construction of a new Athletic Center and Performing Arts Center for Gwendolyn Brooks College Prep. Scope included concept design for overall improvement, preparation of construction documents for a new parking lot and utilities to support the new buildings, and peer review of civil construction plans for vertical construction.

Oakwood Shores Quad Community Arts and Recreation Center, Chicago, Illinois. Civil engineering design for construction of a new state of the art community center on a three acre site in Ellis Park. The scope of work includes a new parking lot, pedestrian paths, utilities to support building construction, and stormwater management..

Michael Reese Master Plan, Chicago, Illinois. Civil engineering planning services associated with potential redevelopment of the former site of Michael Reese Hospital. Scope of work included identification of wet and dry utility routing, evaluation of utility capacity, and examination of alternative roadway layouts.

NEIU El Centro Campus, Chicago, Illinois. Site civil engineering for construction of new educational facility on an approximately 3.5 acre site near the intersection of Kimball and Avondale in Chicago, Illinois. Civil engineering design work includes geometry, paving and grading, utilities, and stormwater management. Site improvements include parking, sidewalks, plazas and improvements to adjacent City streets.

Oakwood Shores Phase II, Chicago, Illinois. Civil engineering design for construction of single family homes, townhomes, and apartment buildings for the development of the former Madden Wells CHA complex. The project covers 10 square blocks and includes site layout, paving and grading, utility design, coordination with the City of Chicago and private utility companies. Coordination with CDOT was provided to develop layout and preliminary grading for new public streets and alleys to be constructed.

Federal Express Ground, Bedford Park, Illinois. Civil engineering for construction of a 350,000 square foot distribution hub on a 59 acre site. The improvements included staging for over 1,000 vehicles. In addition to the engineering site design, the scope include parking, staging and phasing studies to allow continued operation of the existing facility while constructing the proposed improvements.

Registration

Registered Professional Engineer- Illinois
 LEED Accredited Professional – U.S. Green Building Council

Education

Master of Science in Transportation - Northwestern University, Chicago, Illinois
 Bachelor of Science in Civil Engineering - Bradley University, Peoria, Illinois

JOANNE M. MORRIS PROFESSIONAL LICENSE



CHARLES TEUER, P.E., PTOE RESUME



CHARLES TEUER, P.E., PTOE PROJECT MANAGER

Mr. Teuer has 14 years of experience in Civil and Transportation Engineering. His background in Phase I and II engineering includes traffic impact studies, data collection management, parking needs analysis, circulation analysis, traffic signal plans, sign plans and pavement marking plans.

PROJECT EXPERIENCE

- Traffic Engineering Service Design Upon Request, Contract RR-10-9974. Project Manager. DLZ joined CDM Smith to provide various Traffic Engineering Services to the Illinois Tollway. DLZ conducted a Freight Intercept Survey in which system users were interviewed in person at various fueling stations throughout the region. The purpose of the survey was to gather information from various commercial vehicle drivers to determine how they utilize the Tollway System and obtain feedback on the types of infrastructure improvements in which they would like to see the Tollway invest future dollars. Traffic Engineering Services also included regional travel demand modeling of the IL 53 Extension and I-57 Interchange, macro modeling for various segments throughout the system, assisting in the 2014 Toll Revenue Report, 2013 Annual Crash Report Review, and Cash License Plate Analysis at various toll plazas. In addition to the various modeling tasks, DLZ prepared an Origin-Destination Study for Interstate 294 (Central Tri-State) from 95th Street to Interstate 90 utilizing Bluetooth technology. DLZ also conducted various data collection efforts obtaining traffic counts on untolled ramps, license plate surveys and Speed Studies throughout the Tollway System.

EDUCATION

B.S., Civil Engineering,
University of Akron, 2000

REGISTRATIONS

Professional Engineer - Illinois,
2005, #062-058424

Professional Engineer –
Michigan, 2015, #6201062105

- Phase I Engineering Program Management Consultant for Various Routes, IDOT District One, Illinois. Leading the team of engineers providing in-house program management and traffic engineering consulting services for the Traffic Programs Section, IDOT District One. Coordinating the implementation of the Highway Safety Improvement Program (HSIP) for District One which includes the annual review of and response to 5% locations. Coordinating the study of these locations by in-house staff and outside consultants, reviewing studies, and developing improvement projects to be submitted for HSIP funding. Presents HSIP candidate projects to the District One Safety Committee and directs the submittal of these projects to the Central Office for funding approval. Also assisting in the development and submittal of projects for CMAQ funding. Tracking project costs and schedules for approved HSIP and CMAQ projects as they move through design and are let. Also working with IDOT staff to respond to requests for traffic studies from the public and from public officials by managing the appropriate studies to address public concerns and preparing written responses.
- Field Collection of Traffic Data in Districts 4, 6, 8 – IDOT PTB 169-49. The Illinois Department of Transportation chose DLZ to perform their annual traffic data collection program in Districts 4, 6 & 8 which covers approximately the southwest third of the state. Conducted 24-hour roadway counts with road tubes, Hi-Stars and Miovision cameras. Managed multiple field crews to collect data at more than 9,000 locations over two years. DLZ has written custom software to check the field data for errors and process the data into IDOT's needed GIS and database formats needed for IDOT's use in publishing data to their website and preparing and submitting reports, including as part of the Highway Performance Monitoring System (HPMS).
- North High School Traffic Analysis, Downers Grove, Illinois. Project Manager. A traffic impact study for proposed improvements to North High School in Downers Grove, for Illinois Community High School District 99. The North High School campus was being improved to provide a new track and field area, varsity softball field, grass athletic area to the west and a new south plaza. The project proposed to vacate a portion of Prince Street and relocate and reconfigure parking on the campus. Prepared a traffic

CHARLESTEUER, P.E., PTOE RESUME (CONTINUED)

study to determine the impact at intersections in the vicinity of the high school and assess accommodations for the vehicles, pedestrians, bicycles, parking and transit in the study area. The scope of work included analyses of the surrounding roadway network, existing traffic volumes, intersection capacity, and traffic operations. Conducted capacity analyses to determine the level of service for each of the intersections surrounding the site, evaluated the conditions for school buses and pick-ups and drop-offs in the study area, and assessed potential pedestrian/bicycle/vehicular conflict points. Prepared recommendations for accommodating the expected future traffic patterns with consideration to operations and pedestrian and bicyclist safety.

- Traffic Studies and Analysis, Public Building Commission, Chicago, Illinois. Project Manager. Working with the Public Building Commission of Chicago (PBC) to perform on-call traffic impact studies. To date, conducted eight studies for proposed school reconstruction and expansion projects in Chicago. The studies are designed to determine the impact of the new or expanded facilities to streets adjacent to the project sites and to assess accommodations for pedestrians, school buses and transit in the study areas. Directed the preparation of analyses of the roadway networks, existing traffic volumes, traffic operations, intersection capacity, parking surveys, and pedestrian accommodations.
- NEIU El Centro Campus Traffic Study Chicago, Illinois. Project Manager. Traffic study for the proposed NEIU El Centro Campus to be bordered by N. Kimball Avenue, N. Avondale Avenue and the Kennedy Expressway in Chicago. The proposed facility is planned as a three-story, 55,000 S.F. building that will include classrooms, faculty offices and supporting uses. The new facility will be served by a 200-space parking lot with access from Avondale Avenue. Directed the collection of vehicle, pedestrian and bicycle traffic data for intersections in the study area and documented existing conditions. Conducted capacity analyses for existing and proposed future build conditions and reviewed conditions for expected pedestrian and bicycle volumes to assess accommodations for non-vehicular modes of access. Prepared recommendations for improvements to support multimodal access to and from the site, including relocating bus stops and improving bicycle and pedestrian facilities to ensure adequate connections between existing CTA transit service and the proposed campus.
- Stuenkel Road Interchange, Will County, Illinois. Project Manager. Prepare a Design Report for a new interchange on I-57 at Stuenkel Road for the Illinois Department of Transportation (IDOT). The new Design Report involved Phase I Engineering design and the preparation of an estimated cost for construction. Directed the collection of traffic data, a crash analysis, and intersection design studies (IDS) for intersections on either side of the proposed interchange. Used Synchro to perform capacity analyses at the study intersections. Included in the IDSs were recommended geometry, right-of-way and traffic signal Phase I engineering and design to support the interchange design report.
- West Loop Parking Study, Chicago, Illinois. Project Manager. A parking inventory and occupancy study in the area bordered by Lake Street, I-290 (Eisenhower Expressway), Halsted Street, and Ashland Avenue in Chicago. Directed the collection of license plate data and documentation of weekday parking occupancy and turnover rates. Staff performed data clean-up and geo-coding by zip code on the license plate database. Developed a report summarizing the license plate data and the results of the data collection effort in terms of parking turnover, occupancy and apparent usage.
- Illinois Route 129 Intersection Improvements, Wilmington, Illinois. Project Engineer. Improvement of two intersections in Wilmington for IDOT. Scope of work included capacity analyses, an Intersection Design Study (IDS) and location drainage studies. Conducted capacity analyses for potential roundabouts at each of the intersections of Illinois Route 129 with Strip Mine Road and Coal City Road.
- Willow Road Traffic Study, Cook County, Illinois. Project Engineer. Providing traffic engineering services required for the preparation of a preliminary engineering report for improvements to Willow Road in Cook County. The project area extended from Illinois Route 43 to I-94. Prepared an existing conditions crash analysis identifying causation.

CHARLES TEUER PROFESSIONAL LICENSE



Transportation Professional Certification Board Inc.

certifies that

Charles Harry Teuer

has met all of the requirements established by the Certification Board to use the title of

PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

unless withdrawn by the Certification Board, and subject to the provisions for renewal.

Certificate number 3274 issued in Washington, D.C., U.S.A.

May 2, 2012

Steven D. Hofener
Chair



Thomas W. [Signature]
Executive Director

EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT A
LEGAL ACTION**

Firm Name: DLZ Illinois, Inc.

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

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

EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

The undersigned Gregory R. Brumm, P.E., as Vice President
Name Title

and on behalf of DLZ Illinois, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: DLZ Illinois, Inc.
2. Address: 8430 West Bryn Mawr, Suite 100 Chicago, IL 60631
3. Telephone: 773-283-2600 Fax: 773-283-2602
4. FEIN: 311683105 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: _____ |

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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 schedule of Officers & Directors | |
| | |
| | |
| | |

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

| Name | Address | Ownership Interest Percentage |
|--------------------|--------------------------------------|-------------------------------|
| DLZ National, Inc. | 6121 Huntly Road, Columbus, OH 43229 | 100% |
| | | |
| | | |
| | | |

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

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

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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 |
|------|-------------------------------|
| | |
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| | |

SOLE PROPRIETORSHIP

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

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

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

| Name(s) of Principal(s) |
|-------------------------|
| |
| |
| |
| |
| |

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

| Name | Address |
|------|---------|
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DLZ OFFICERS AND DIRECTORS

Officers

| | |
|-----------------------|--|
| V.V. Rajadhyaksha | Chairman, CEO |
| Joseph C. Zwierzynski | Chief Operating Officer / President |
| Barry L. Lubow | Vice President, General Counsel |
| Gary K. Fisk | Vice President |
| Gregory R. Brumm | Vice President |
| Brian L. Glaze | Vice President |
| Ram V. Rajadhyaksha | Vice President / Secretary |
| Shyam V. Rajadhyaksha | Vice President / Chief Financial Officer |
| Stephen Kromkowski | Principal Architect |

Directors

V.V. Rajadhyaksha
Ram V. Rajadhyaksha
Shyam V. Rajadhyaksha
Stephen Kromkowski

DLZ CORPORATION SHAREHOLDERS

DLZ National is wholly owned subsidiary of DLZ Corporation.

DLZ Corporation Shareholders

| | |
|--|----------|
| V.V. Rajadhyaksha, PE | 26.8092% |
| Ram V. Rajadhyaksha, PE | 12.8789% |
| Shyam V. Rajadhyaksha | 12.8789% |
| DLZ Corporation Employee Stock Ownership | 47.19% |

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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-rigging² 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-rotating⁴ 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;

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

- 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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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/FEES

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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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 Restriction⁵, (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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

Gregory R. Brumm, P.E.

Name of Authorized Officer (Print or Type)

Vice President

Title

773-283-2600

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 22nd day of January, 2016 by

Gregory R. Brumm (Name) as Vice President (Title) of

DLZ Illinois, Inc. (Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal

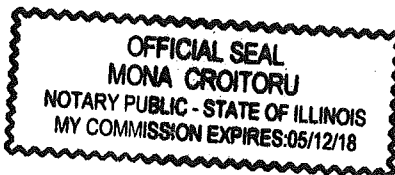


EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Name of Consultant: DLZ Illinois, 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:

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

- 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.

Gregory R. Brumm
Signature

1/22/2016
Date

Gregory R. Brumm, P.E.
Name (Type or Print)

Vice President
Title

Subscribed and sworn to before me

this 22nd day of JAN 2016

Mona Croitoru
Notary Public

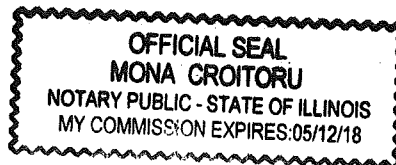


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
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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.

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- 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.

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- 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.

EXHIBIT D
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- 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.

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- 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.

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- 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.

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- 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.

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- 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.

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

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

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

 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:
 (SEAL)

Commission expires:
 (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 |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| Total Net MBE/WBE Credit | | \$ | \$ |
| Percent of Total Contract Value | | % | % |

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 ____