



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

**PROFESSIONAL SERVICES AGREEMENT
GEOTECHNICAL SERVICES (PS2062C)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

GSG CONSULTANTS, INC.

FOR

GEOTECHNICAL SERVICES (PS2062C)

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

FIRM NAME:	GSG Consultants, Inc
CONTACT NAME:	Ala E Sassila, Ph.D., PE
CONTACT TELEPHONE:	(312) 733-6262
CONTACT EMAIL:	asassila@gsg-consultants.com
ADDRESS:	855 West Adams Street, Suite 200 Chicago, IL 60607

Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

TABLE OF CONTENTS

Execution Page.....3

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

Schedule B – Scope of Services.....12

Schedule C – Compensation of the Consultant19

Schedule D – Insurance Requirements22

Schedule E – Key Personnel25

Exhibit A – Legal Actions54

Exhibit B – Disclosure Affidavit56

Exhibit C – Disclosure of Retained Parties.....65

Exhibit D – Special Conditions for the Utilization of MBE/WBE Firms.....68

EXECUTION PAGE
GEOTECHNICAL SERVICES – PS2062C

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

GSG Consultants, Inc. with offices at 855 West Adams St., Suite 200
Chicago IL 60607 (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
GEOTECHNICAL SERVICES- PS2062C

PUBLIC BUILDING COMMISSION OF CHICAGO

Karl Emmanuel Date: _____
Mayor Rahm Emmanuel
Chairman

ATTEST:

[Signature] Date: 9/12/16
Lori Ann Lypson
Secretary

CONSULTANT: GSG Consultants, Inc.
[Signature]
President or Approved Signatory -

Date: 05/3/16

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Guillermo Garcia and _____
on behalf of Consultant this 3rd day of May, 20 16.

[Signature]
Notary Public
My Commission expires: 04/18/2019
(SEAL OF NOTARY)



Approved as to form and legality:

Anne L. Freda Date: 7-28-16
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.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **CW System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.
- h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

7. **Term.**

- a. The term of this Agreement is two (2) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.
- c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

8. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$900,000.00 The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

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

- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
- b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
- c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
- d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.

- e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
 - f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.
 - h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.
11. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in ATTACHMENT E.
12. **Default.**
- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
 - i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
 - ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
 - iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
 - iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
 - v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.
 - b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

- c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.
14. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.
15. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]
16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
17. **Miscellaneous.**
- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
- b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
- c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE B SCOPE OF SERVICES

The Public Building Commission of Chicago (PBC) requires the services of qualified and experienced geotechnical consultants or teams in order to perform Geotechnical Services for the PBC.

B.1 Permits, Subcontracts, and Health & Safety

The Consultant will not be working off-site; however, the Consultant is responsible for procuring all permits necessary to complete the scope of work. Prior to initiating investigation activities, the Consultant and its selected drilling subcontractor shall contact DIGGER to mark underground utilities in public rights-of-way. The Consultant shall also retain a private utility locator service to identify all utilities in the project area. The Consultant shall subcontract a qualified driller and a geotechnical laboratory as necessary. The Consultant shall also prepare and submit to the PBC a "Health and Safety Plan", ten (10) working days prior to the start of fieldwork.

B.2 Benchmark

The Consultant shall establish a temporary benchmark on or near the project area with a description and elevation to the nearest 0.01 feet and reference its elevation to the official Chicago City Datum (CCD) and shall provide a drawing describing and locating the benchmark or include its location and description on the final boring plan.

B.3 Borings Location Plan

The Consultant shall utilize a boring location plan based on the site characteristics, proposed improvements and the recommended minimum requirements contained in this RFP along with the attached proposed boring location plan when provided by the PBC. The locations and depth of proposed borings shall be indicated on a sketch accompanying the geotechnical engineer's proposal. If the geotechnical engineer finds it necessary to change the locations and depths of any of the proposed borings, the PBC Project Manager or the PBC field representative shall be notified and a new location or depth shall be agreed upon between the PBC Project Manager or PBC field representative and the geotechnical engineer, prior to the start of work. Also since the improvements are presently conceptual, the locations of all soil borings are tentative and the final locations may be changed as directed by the PBC prior to or during the field investigation activities to suit a revised site layout prior to starting the drilling which may include additional contingency work.

B.4. Soil Borings

The following are suggested guidelines for the number and depth of soil borings; however, the consultant is responsible for developing/recommending changes to the proposed PBC plan or shall provide their own plan subject to PBC approval:

1. Number and Location of Soil Borings:

Drill at locations as directed by the PBC and as verified by the Consultant such that adequate soil sampling is measured for the types of proposed improvements.

As per the CDOT "Geotechnical Review Checklist", provide an adequate number of borings to cover the entire building site (a minimum of two borings for the first 10,000 square feet of the building footprint and one boring for every 10,000 square feet thereafter, or fraction thereof):

2. Depths of Soil Borings for base bid shall be:
 1. One boring at 15' below ground surface.
 2. One boring at 50' below ground surface.
 3. Two borings at 10' below ground surface
 4. Two borings at 30' below ground surface.

As per the CDOT "Geotechnical Review Checklist", provide adequate depth of boring, defined to be a minimum dimension below bearing elevation either two times the footing width for spread footings or two times the maximum bell diameter for caissons (drilled shafts)

The geotechnical investigation work performed under this Task Order shall be performed in accordance with the ASTM International (ASTM) Standard D-420 where applicable to the scope of work as well as any other ASTM Standards or Guidelines as they may apply.

Soil borings shall be drilled in accordance with ASTM Standard D-1586, Penetration Test and Split-Barrel Sampling of Soils. Soil borings shall not be terminated in loose and/or soft soils; consult with the PBC Project Manager or PBC field representative prior to the termination of soil borings to ensure that the available data collected will provide adequate design information. If cohesive soils are encountered, undisturbed soil samples shall be obtained with a Shelby Tube sampler in accordance with ASTM Standard D-1587, Thin-Walled Tube Sampling of Soils. Obtain one undisturbed sample for each 10 feet of cohesive soil encountered. Samples shall be handled in accordance with ASTM D4220, Standard Practices for Preserving and Transporting Soil Samples, as applicable to the scope of work. Record groundwater level measurements during, at completion of boring, and 24 hours following the completion of the boring, as applicable. The geotechnical engineer shall advise the PBC Project Manager or PBC field representative immediately as to any further exploration and testing required to obtain information that the geotechnical engineer may require for a professional interpretation of subsoil conditions at the building site. If the Consultant fails to properly advise the PBC that further exploration or testing is required and must return to the site or in the case where inadequate procedures or care has occurred during the field activities, the Consultant will not be paid any additional mobilization/demobilization costs to return to the site for rework or any contingency work as further described in Section 9, entitled Additional Contingency Work. The Consultant shall also stake out all the boring locations and accurately establish, by engineer's level or transit, the ground surface elevation in Chicago City Datum of each boring and include along with location dimensions on a final boring location plan and shall show all elevations on the boring logs.

B.5 Percolation Tests

The Consultant may be directed by the PBC to perform or increase the number of percolation tests prior to or during field investigation activities and shall utilize a percolation test plan based on the site characteristics, proposed improvements and requirements of the test location plan where provided by the PBC. For proposal cost estimation purposes, assume that a minimum of four percolation tests at a strata depth of 4' below ground surface will be required as directed by the PBC—actual depth of test shall be determined upon findings of borings; however, the Consultant is responsible for recommending an adequate number of percolation test locations if additional testing is required. The proposed test locations shall be indicated on a sketch accompanying the Consultant's proposal where applicable. The percolation tests shall refer to guidelines for BMPs in the City of Chicago Stormwater Management Ordinance Manual. Tests will generally be located at proposed parking lots, playgrounds and detention areas. Include all proposed percolation test procedures.

B.6 Drilling and Sampling Methods

The Consultant shall perform drilling and sampling in accordance with ASTM Standards D-1586 and D-1587, as applicable. Standard Penetration Test (SPT) N values shall be recorded, as a minimum at 2.5, 5.0, 7.5, 10.0, 12.5 and 15.0 foot depths and at 5.0 foot intervals thereafter as applicable. Soil samples shall be classified in accordance with ASTM Standards D-2487 and D-2488. Soil samples shall be preserved and field logs prepared by either a geotechnical engineer or an experienced soils technician under the supervision of a geotechnical

engineer. The final depth of the soil borings are to be determined by the geotechnical engineer based on the anticipated loads and the expected soil profile in the area. Unconfined compressive strength values of cohesive soil samples, using a pocket penetrometer or soil strength classifier, shall be obtained in the field and recorded on the field logs as applicable.

B.7 Laboratory Testing Requirements

Soil and Rock Core Samples: As a minimum, assume one representative soil sample from each soil layer encountered in each soil boring for laboratory testing as follows where applicable:

Cohesionless (granular) Soils: Particle size distribution in accordance with ASTM D-422 and Unified Soil Classification (USCS) in accordance with ASTM D-2487/D-2488;

Cohesive (clayey) Soils: #200 Sieve Size in accordance with ASTM D-1140, Atterberg Limits (Liquid Limit and Plastic Limit) in accordance with ASTM D-4318, USCS in accordance with ASTM D-2487/D-2488, Unconfined Compressive Strength of Cohesive Soils in accordance with ASTM D-2166 (minimum of one test per boring), and One-Dimensional Consolidation Properties of Soils in accordance with ASTM D-2435 (up to 2 tests for the entire project depending on the soil types encountered and as directed by the PBC);

Rock Core Samples: Determination of rock quality designation (RQD) in accordance with ASTM Standard D6032 and Determination of unconfined compressive strength in accordance with ASTM Standard D7012 where applicable; and

The Consultant shall also provide pressure meter tests for bearing capacities greater than 21 ksf (minimum two borings) and Vane Shear tests in soft clays for Earth Retention System (ERS) design and/or to check for caisson squeeze (minimum of two borings).

The Consultant shall also determine the need for optional CBR testing in accordance with ASTM D-1883 or ASTM D-4429 based on the proposed work and site characteristics and shall include such recommendation, if deemed appropriate, in the proposal. The recommendation shall include the recommended number of tests as well as a recommended procedure and need basis for the testing.

B.8 Field Measurements

In case of the presence of cohesive soils, pocket penetrometer values or values from a soil strength classifier shall be obtained to record the unconfined compressive strength values; and groundwater levels during, at completion of boring, and 24 hours following the completion of the boring (if feasible) shall be obtained, as applicable.

B.9 Additional Contingency Work

The requirements of the geotechnical investigation and report scope of work specifically provide that soil borings shall not be terminated in loose or soft soils or soils that are determined during field investigation activities to be weak and are therefore deemed inadequate for proper support of the proposed improvements based on properties and anticipated loads for the improvements. In such cases, the Consultant, at the direction of the PBC shall continue soil borings beyond initial planned depths. Where drilling depths are increased beyond initial planned depths, and suitable soil support strata are not encountered or are beyond a reasonable depth to be of any practical benefit for adequate bearing of the proposed improvements, then drilling shall continue to bedrock for selected or all soil borings as directed by the PBC. Where drilling continues to bedrock, a ten (10) foot rock core shall be obtained when directed by the PBC in accordance with ASTM Standards D2113 and D5079. The rock cores shall be classified and evaluated in accordance with the requirements outlined in Section 7, Entitled

Laboratory Requirements as are applicable to rock core samples. In the event that the determined field RQD is classified as poor rock quality, additional rock coring samples will be advanced at the direction of the PBC.

In order to provide for such additional work, contingency funds are included in the Task Order and the Schedule of Costs includes pricing for optional task items which can be included in the scope of work when so directed by the PBC prior to or during field investigation activities. All such additional work shall be paid for out of the Task Order contingency amount. The PBC also reserves the right to increase the contingency amount of the Task Order at any time to address additional work needs prior to or during field investigation activities and the Consultant will not be entitled to any increase or adjustment to any of the Task Order proposed unit prices or individual cost items. The Consultant will also only be paid for one (1) mobilization/demobilization which will be applicable and cover all work activities performed under the Task Order including all directed additional contingency work.

The Consultant or their drilling subcontractor shall have all the necessary equipment and tooling required to perform all the activities included in the Scope of Work and such equipment shall be immediately available or readily accessible so as not to unreasonably delay the progress of the work which shall include any additional contingency work. Equipment and tooling shall include an adequate number of auger sections and drill rods for drilling to bedrock, tooling for obtaining and recovering rock cores, rock core storage/transport containers, percolation test rings, bentonite chips or plug, patching materials and any other equipment, tooling or materials necessary to adequately complete the work.

B.10 Protection/Restoration of Property

The consultant shall contact the PBC Project Manager and all utility companies for information regarding buried utilities and structures, shall take all reasonable precautions to prevent damage to property both visible and concealed, and shall restore the site to the conditions existing prior to site entry. The consultant shall remove all soil cuttings, spoil, drilling mud and other debris produced by their activities from the work site and legally dispose of those at no additional cost to the PBC unless otherwise approved or as directed by the PBC. Site cleanup shall be accomplished immediately upon completion of sitework and spoil removal shall be accomplished as soon as possible where classification is required prior to transporting the material. Any spoil left on site pending classification shall be stored in sealed secure drums and placed in a location acceptable to the PBC.

Utilize existing spoils to restore borings and excavations; hand tamp/compact spoils in lifts to prevent future settlement of disturbed area. In landscape areas, a 2'x2' area of sod is to be cut away prior to drilling and replaced with new sod upon completion of work. In pavement areas, hand tamp/compact spoils as subbase and fill with concrete, 5" Thick (minimum), set flush with adjacent paving. Restore all lawn surfaces disturbed during exploratory digging with sod. Infill gaps with topsoil and seed.

B.11 Field and Laboratory Reporting Requirements

Prepare reports in accordance with, but not limited to, the following items:

- a. Record all data in accordance with the latest applicable ASTM standards;
- b. Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
- c. Identify the ASTM standards utilized;
- d. Provide a site plan giving dimensioned locations of test borings and percolation tests;

- e. Provide vertical sections for each boring plotted and graphically presented showing the number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot, and depth and elevation of ground water. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions;
- f. Soil Profile Sheets (including site plan and sections with CCD, foundation elevations in CCD, boring logs all test results (Penetrometer, SPT, Vane Shear, Water contents, Pressuremeter, RQD, Soil Descriptions, Stratigraphy, Water Table, etc)) shall be provided for projects requiring deep foundations in accordance with OUC requirements. In addition the boring log site plan should include the cross sections locations and show the proposed foundation.
- g. Describe the existing surface conditions, and provide a figure showing the generalized subsurface as well as summarize the subsurface conditions;
- h. Include all laboratory testing data as an appendix and include a table summarizing the laboratory test results, e.g., boring number, soil sample number/type, depth (from/to), #4, #10, #40, #100, #200, LL, PI, Q_u (pocket penetrometer, soil strength classifier, lab values), consolidation test results (C_c and C_R), rock core RQD, unconfined compressive strength of rock core samples, etc.;
- i. Report results of percolation tests in MPI (minutes per inch); and
- j. Results of all additional contingency work as directed by the PBC such as:

Disposition of Samples: Retain samples at the geotechnical engineer's office until foundation installation is complete, and then legally dispose of remaining soil samples as required.

B.12 Foundation Engineering Evaluation and Recommendations

Design Loads: As provided by the PBC or estimate maximum anticipated loads based on the project description of proposed improvements, concept plan or other plans provided.

Evaluation and Recommendations: The geotechnical engineer shall analyze the information developed from the investigation and submit a professional evaluation and recommendations for the necessary areas of consideration, including, but not limited to, the following:

- a. Foundation support for proposed structures, playground posts, and slabs, including allowable bearing capacity, recommended foundation depths/elevations, foundation design recommendations (shallow and/or deep foundations) and anticipated settlements;
- b. If deep foundation design is needed, include recommended depth, foundation types, e.g., pile, pier/caisson, etc., and vertical/lateral capacities, etc.) and all necessary geotechnical parameters, e.g., saturated and submerged soil densities, angle of internal friction, cohesion, adhesion, wall friction as applicable, horizontal subgrade modulus, RQD values, etc.;
- c. Anticipation of, and management of, groundwater for design of structures, pavements and utilities. Even if the groundwater is not encountered at the site, include recommendations to manage the groundwater during any excavation and long term groundwater conditions, or assess that no groundwater conditions will adversely affect the proposed improvements. Provide a design groundwater elevation in City of Chicago Datum.
- d. Provide recommendations for excavation and backfilling slopes, material (gradation requirements), and compaction (modified or standard proctor tests) requirements for structural fill, backfill, and for the support of structures and pavements;

- e. Vertical sub-grade modulus for design of pavements or slabs;
- f. Provide recommendations for soil preparation of pavement areas, including permeable pavement systems, artificial turf, flexible pavement systems, and rigid pavement systems.
- g. Discuss the feasibility of reusing excavated native soils as fill under structure and pavement (flexible and rigid) and artificial turf athletic fields.
- h. Discuss considerations of the use of permeable surface materials (i.e. artificial turf or concrete unit pavers) as it relates to saturation of fill and native soils under the permeable surface.
- i. Horizontal subgrade modulus for calculation of lateral load capacity of deep foundations; and
- j. Include all detailed calculations, including hand written calculations, when used to develop estimates, findings or recommendations contained in the report.

B.13 Presence at Meetings

The geotechnical Consultant shall be available for a meeting(s), if requested by the PBC to discuss the investigation results to the PBC Project Manager and assigned Engineering and/or Architectural team members.

B.14 Deliverables

The Consultant shall provide, for each site: one electronic copy in PDF format of a "Draft Report" to the PBC for review and comment. The Consultant shall be prepared to discuss and implement revisions to the document. The Consultant shall then provide one electronic copy in PDF format of an "Interim Final Report" – incorporating the comments on the "Draft Report" - to the PBC for review and comment. The Consultant shall then provide five bound printed copies and an electronic copy in PDF format of a "Final Report" reflecting all PBC comments on a CD to the PBC.

B.15 Time

Within 8 calendar days upon Notice of Award, the Consultant shall provide a project schedule outlining sequence and duration of the tasks to be conducted in part of the scope of work. Schedule shall include, at minimum, information regarding utility locate service, field testing, laboratory testing, installation/construction of temporary measures (if any), restoration of conditions, and submission of draft report. Update the schedule throughout the duration of the project, as applicable.

The Consultant shall commence field testing operations within 7 calendar days upon Notice to Proceed (NTP). The Consultant shall provide a draft report (inclusive of lab results) within 14 calendar days upon completion of field work for PBC review. The Consultant shall provide the final report within 14 calendar days of receipt of comments / coordination items resulting from the review of the draft report.

B.16 Access to Property

The Consultant shall contact the PBC Project Manager for information regarding access to the site. A Right-of-Entry (ROE) will be required. The PBC shall assist with obtaining the ROE.

B.17 Use of Report

The Public Building Commission of Chicago and the user agency or department may reproduce the report without modifications and distribute the report in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant.

B.18 Qualifications/Personnel

All work shall be performed by qualified personnel under the supervision of an Illinois Licensed Professional Engineer and the document submitted shall bear the engineer's seal and certification.

B.19 Proposal Content

Provide a proposal that includes, but is not limited to, the following:

- a. A detailed description of the proposed geotechnical investigation scope of work and an accurate and full understanding of the services requested;
- b. Project managers and key personnel who will be responsible for providing the services necessary for the geotechnical investigation and report preparation stated above, including those who will perform the work in the field and review the quality of the report. The proposal must state their roles and areas of responsibility/activities;
- c. Copies of current licenses for all project managers and key personnel;
- d. Designation of a quality control/assurance individual to review formatting and content prior to distributing the report to the PBC;
- e. Date when geotechnical investigations will commence (such as within 7 calendar days upon receipt of NTP) and the number of consecutive calendar days required to complete the work; and

Completed and signed Schedule of Costs – Attachment B and any other pertinent information deemed appropriate to evaluate the Consultants proposal.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount specified in each Task Order (Fee). The hourly rates attached herein represent the basis for each fee proposal from Consultant.
- 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 including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.
- 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.
- C.1.4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.
- C.1.5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.

C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

- C.2.1 All Consultant and Subconsultant personnel along with the billable hourly rate are subject to the prior approval of the Commission. The hourly rates shall not include compensation for overtime pay or holiday pay.
- C.2.2. Rates contained herein shall be enforceable for the term (and any subsequent option years exercised) of the agreement. Consultant may request, in writing to the Contract Officer, a request for a rate revision not less than 60 days at the end of each calendar year. The request must be accompanied by justification by the Consultant. Revision or modifications of hourly rates shall be made at the sole discretion of the Commission.

C.3 METHOD OF PAYMENT

- C.3.1. **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.3.2. **Payment.** Payment will be processed within thirty (30) days after Commission receives an acceptable invoice from the Consultant.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

LOADED HOURLY RATES - GEOTECHNICAL SERVICES FOR VARIOUS SITES

PS2062C

Complete the following Hourly Rate table and provide various hourly rates for the staff who will work on the projects. The hourly rate shall include typical overhead (except the reimbursable expenses) for each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxi cab fares, parking, tolls, insurance, marketing and any other costs incurred.

#	TASK ITEM	Unit	Unit Rate
# GENERAL			
1	Principal	Per Hour	\$170.00
2	Geotechnical Engineer, P.G.	Per Hour	\$135.00
3	Project Manager	Per Hour	\$120.00
4	Geologist, P.G.	Per Hour	\$110.00
5	Field Engineer/Geologist	Per Hour	\$95.00
6	Laboratory Technician	Per Hour	\$70.00
7	Field Technician	Per Hour	\$90.00
8	Clerical/Administrative Staff	Per Hour	\$45.00
9	QA/QC Staff	Per Hour	\$120.00
10	Environmental Technician	Per Hour	\$80.00
11	Senior Project Manager	Per Hour	\$135.00
12	Senior Staff	Per Hour	\$125.00
13	Drafting Technican	Per Hour	\$70.00
14	CADD Designer	Per Hour	\$80.00
# FIELD INVESTIGATION			
1	Mobilization / Demobilization	Each	\$350.00
2	Drilling (per ASTM D 1586)	Per Foot	\$25.00
3	Drill Rig and 2 man Crew	Per Day	\$2,600.00
4	Install Piezometers	Each	\$250.00
5	Surveying: Benchmark, coordinates, elevations, etc.	Per Day	\$800.00
6	Undisturbed Sampling (per ASTM D 1587)	Per Sample	\$50.00
7	In-Situ Percolation Test	Per Test	\$750.00
8	In-Situ Testing for Vane Shear	Lump Sum	\$700.00
9	Field Equipment – vehicles, coring, small tools, etc.	Per Day	\$85.00
10	Health and Safety Plan	Lump Sum	\$300.00
11	Utility Locating Servcie (on-site locator)	Lump Sum	\$400.00
12	55-Gallon Drums (for soil cuttings)	Per Drum	\$55.00
13	Waste Characterization (sample collection and disposal analysis)	Lump Sum	\$1,400.00
14	Waste Profile Forms (for disposal)	Lump Sum	\$125.00
15	Drums Disposal - NON HAZARDOUS (mobilization, load, transport and disposal—uncontaminated soil)	Lump Sum	\$325.00
16	Rock Coring	Per Foot	\$50.00
17	Rock Core Backfill (Grout)	Per Foot	\$10.00
18	Boring backfill (bentonite chips)	Per Foot	\$7.50
19	Surface Coring: Concrete (per boring)	Each	\$125.00
20	Surface Coring: Asphalt (per boring)	Each	\$75.00
21	Surface Restoration: Concrete (per boring)	Each	\$30.00
22	Surface Restoration: Asphalt (per boring)	Each	\$25.00
# LABORATORY TESTING			
1	Moisture Content	Each	\$8.00
2	Particle Size Analysis (per ASTM D 422 and 1140)	Each	\$120.00
3	Soil Classification (per ASTM D 2487 & D 2488)	Each	\$5.00
4	Unconfined Compressive Strength (per ASTM D 2166)	Each	\$30.00
5	Atterberg Limits (per ASTM D 4318)	Each	\$75.00
6	Consolidation Testing (per ASTM D 2435)	Each	\$350.00
7	Modified Proctor	Each	\$200.00
8	California Bearing Ratio Test (per ASTM D 1883)	Each	\$550.00
9	Organic Content	Each	\$50.00

SCHEDULE D
INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED:

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

D.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for municipal facilities insuring bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to 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 \$2,000,000 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.

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

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 the Agreement, Valuable Papers Insurance will be maintained in an amount to insure against any loss whatsoever, and will have limits sufficient to pay for the re-creation and reconstruction of such records.

D.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

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

D.1.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Consultant must provide or cause to be provided, with respect to the operations that Consultant or subcontractors perform, Railroad Protective Liability Insurance when required by the railroad or transit entity, in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

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

D.2 ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission prior to Agreement award. 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 insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of

the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

The Consultant thereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago and the User Agency, their respective Board members, employees, elected officials, or representatives, and/or the property owner designated in the scope of the work.

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 insurance coverage and limits provided 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 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.

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 desires 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

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)
05/17/2016

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	Financial Renaissance 806 W. Washington Blvd., Suite 202 Chicago, IL 60607	CONTACT NAME: Mary Ann Palumbo	PHONE (A/C, No, Ext): 312-492-6900	FAX (A/C, No): 312-276-8086
		E-MAIL ADDRESS: mpalumbo@finren.com		
INSURED	GSG Consultants, Inc. Accurate/GSG JV 855 West Adams Street Suite 200 Chicago, IL 60607	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nautilus Insurance Company	17370	
		INSURER B: Great Divide Insurance Company	25224	
		INSURER C: AXIS Insurance Company	37273	
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ECPO1519898-15	08/13/2015	08/13/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution \$2,000,000 - Occurrence						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> Professional Liab \$2,000,000 Claims-Made			Includes Contractual Liability - Railroads			GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Microbial Substance \$ 2,000,000
B	AUTOMOBILE LIABILITY			BAP-1519900-15	08/13/2015	08/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			FFX1519904-15	08/13/2015	08/13/2016	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR		EBZ783803/01/2015	08/13/2015	08/13/2016	AGGREGATE \$ 3,000,000
C		<input checked="" type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE/AGGREGATE \$ 6,000,000
	DED						WC STATUTORY LIMITS
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA1519901-15	08/13/2015	08/13/2016	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				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

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

RE: GEOTECHNICAL CONSULTANTS (PS206)

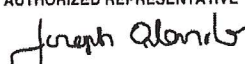
The following are included as Additional Insureds on the General Liability/Pollution, Automobile and Excess Policies on a primary and non-contributory basis per written contract: The Public Building Commission of Chicago, the City of Chicago and the User Agency, their respective Board members, employees, elected officials, or representatives, and/or the property owner designated in the scope of the work.

The User Agency and Owner will be identified on each Task Order that is issued from Term Agreement PS2062.

A Waiver of Subrogation applies to the General Liability, Automobile and Workers Compensation Policies per written contract. The Excess policy follows form.

30 Days Notice of Cancellation, 10 Days Notice for Non-Payment of Premium

(Total Per Occurrence Limit is \$11,000,000 provided with the \$6,000,000 excess over \$3,000,000 excess over \$2,000,000 primary.)

CERTIFICATE HOLDER Public Building Commission Procurement Department Richard J. Daley Center 50 West Washington St., Room 200 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 

Nautilus Insurance Company

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

CHANGE ENDORSEMENT

Policy Number	Endorsement Effective Date	Endorsement Number
ECPO1519898-15	5/17/2016	3

INSURED'S NAME AND ADDRESS:

GSG Consultants, Inc.
855 W Adams St, Suite 200
Chicago, IL 60607

In consideration of the additional premium of \$250, it is hereby agreed and understood that the above referenced policy is amended as follows:

Adding ECP 1005 - Additional Insured - Coverage A, B & D - Scheduled Person or Organization per the attached.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Surplus Lines Tax \$9.00
Stamping Office Fee \$1.00

Notice to Policyholder:

This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – COVERAGE A, B & D – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in the policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGE A AND B – GENERAL LIABILITY**
- COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:

Public Building Commission of Chicago, the City of Chicago, the User Agency and Owners

Job Description/Location:

Contract PS2062

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) shown in the schedule above.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organization(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of out **pollution conditions** that are the results of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organization(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) shown in the schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT #ECP015 19898-15

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES PARTS A AND B - GENERAL LIABILITY**
- COVERAGE PART D - CONTRACTORS POLLUTION LIABILITY**

SECTION III - WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

#ECPO1519898-15

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT #BAP1519900-15

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**BUSINESS AUTO - ADDITIONAL INSURED
WHEN REQUIRED BY CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

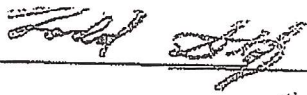
BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization 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, excluding contracts or agreements for professional services, 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 your operations or premises owned by or rented to you. 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

POLICY CHANGES

POLICY NUMBER BAP1519900-15	POLICY CHANGES EFFECTIVE 08/13/2015	COMPANY GREAT DIVIDE INSURANCE COMPANY
NAMED INSURED GSG Consultants, Inc.		AUTHORIZED REPRESENTATIVE 
COVERAGE PARTS AFFECTED BUSINESS AUTO COVERAGE FORM		
<p><u>CHANGES</u></p> <p>WAIVER OF TRANSFER OF RIGHTS OF RECOVERY</p> <p>Section IV — Business Auto Conditions, A. — Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended to add:</p> <p>However, we will waive any right of recovery we have against any person or organization with whom you have entered into a written contract because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:</p> <ul style="list-style-type: none"> (1) The "accident" or "loss" is due to operations undertaken in accordance with the written contract existing between you and such person or organization; and (2) The written contract was entered into prior to any "accident" or "loss" 		
All other terms and conditions remain unchanged.		

WCA1519901-15

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 04 84

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

**SCHEDULE E
KEY PERSONNEL**

(ATTACHED HERETO AND INCORPORATED HEREIN)

**Kalyan Chandhuri, M.S.,
P.E.***Senior Geotechnical Engineer*

11 Years' Experience

Joined GSG in 2011

Areas of Expertise:

Geotechnical Engineering
 Environmental Consulting
 Foundation and Substructure
 Design

Education:

Master of Science,
 Civil (Geotechnical)
 Engineering, University of
 Illinois at Chicago, Chicago
 Illinois 2003

Bachelor of Science,
 Civil Engineering,
 Osmania University,
 Hyderabad, India 2001

Training/Registrations:

Licensed Professional Engineer,
 Illinois and Indiana

40-Hour Hazardous Waste
 Operations and Emergency
 Response (HAZWOPER)
 Certified, per OSHA Standard
 29 CFR 1910.120

Phase I Environmental Site
 Assessment (ESA) according
 to ASTM Specifications

Slope Stability Analysis,
 University of Illinois, March-
 2002

PCC I/IDOT/ACI Concrete Field
 Testing Technician-Grade I

IDOT Bituminous Concrete
 Density Tester Course

UST Decommissioning
 Certification, Indiana

Qualifications Summary:

Mr. Chandhuri has over 11 years of experience in geotechnical engineering, foundation and sub-structure design, environmental consulting, and construction materials inspection services. He has extensive project management experience in a variety of civil and geotechnical construction projects in the state of Illinois and Indiana and has successfully completed numerous engineering projects involving mass earthwork operations and foundation sub-structure design/build worth over \$100 million.

Representative Project Experience:**Multi-Modal Transportation Center, Joliet, Illinois***Geotechnical Engineer*

Provided full geotechnical services including directing a subsurface exploration program and laboratory analysis for improvements to the existing transportation facility which included new platforms and tunnels. Also performed geotechnical analysis of deep foundations (drilled piers and piles).

System-Wide Vehicle Maintenance Facility, ISTHA, Various Locations, Illinois*Geotechnical Engineer*

Provided full geotechnical services for the system-wide Illinois Tollway Maintenance Facility project including the reconstruction and rehabilitation of the facilities. Provided QA review of design calculations and geotechnical reports for maintenance yard improvement sites.

Little Village High School, Chicago, IL*Geotechnical Engineer*

Supervised and Performed field engineering and soil testing during the entire earthwork phase for a \$60 million dollar school project. Provided engineering recommendations for field encountered earthwork issues and deep excavation/undercuts during demolition and construction phases at the site and during the earthwork phase of the project.

Dixon Elementary School, Chicago, IL*Project Engineer*

Conducted a subsurface investigation and geotechnical analysis and evaluation based on the subsurface soil profile and condition. Also prepared a geotechnical investigation report providing recommendations for the proposed ADA ramp, elevator, and chiller enclosure.

Galileo Elementary School, Chicago, IL*Project Engineer*

Conducted a subsurface investigation and geotechnical analysis and evaluation based on the subsurface soil profile and condition. Also prepared an investigation report with geotechnical design recommendations.

Great Lakes Naval Facility, Gurnee, IL*Geotechnical Engineer*

Performed approximately 100 soil borings and completed geotechnical investigation for assessing pavement subgrade conditions at the naval training facility. Provided comprehensive field, laboratory testing, and consulting services in the areas of geotechnical engineering and construction materials testing. Also prepared geotechnical subsurface soil exploration technical proposals and reports including recommendations for shallow or deep type of foundations for various commercial and residential properties, highways, bridges, and slope stabilization in the states of Illinois and Indiana.

Foxmoor & Foxford Subdivision, Merrillville, Indiana*Geotechnical Engineer*

Implemented the use of Class 'C' fly-ash instead of lime as an alternative for stabilization of roadways/parking areas in a 15 acre subdivision. Reduced the subgrade stabilization costs by almost 40% for the client (Ryan Construction). Provided engineering recommendations and supervision during construction for field encountered issues with foundations, deep excavations, and pavement subgrade.

Canadian National (CN), Homewood, IL*Geotechnical Engineer*

Initiated and succeeded in prequalifying and approving ATC Associates, Inc. as direct consultants for CN, and thereby developed ATC's first nationwide project with CN. Performed geotechnical subsurface investigations, tested and evaluated soil engineering properties, interpreted data for use in engineering analysis, prepared and reviewed technical reports. Reports generally involved analysis and design of shallow and deep foundations and various earth retention systems, floor slab and pavement ground improvement, and subgrade evaluation studies. Projects involved various commercial and residential structures, water and wastewater treatment plants, highways, bridges and DOT projects in Illinois and Indiana. Experience also includes consulting services in the area of construction material testing. Also developed and maintained active client base, proposal preparation, cost estimation, and project scheduling and execution.

Dawn Edgell, P.E.*Senior Project Engineer*

16 Years' Experience

Joined GSG in October 2012

Areas of Expertise:

Geotechnical Engineering

Foundation Design

Retaining Wall Analysis

Construction Inspection &

Material Testing

Education:

Bachelor of Science, Civil

Engineering, University of
Alberta, Edmonton, Canada

1997

Master of Engineering,

Geotechnical Engineering,
University of Alberta,
Edmonton, Canada 1998**Training/Registrations:**Licensed Professional Engineer—
Illinois, Wisconsin, Michigan,
Colorado**Affiliations:**National Society of Professional
Engineers – Past State
President for Illinois StateNational Institute for
Certification of Engineering
Technologies – Past Chair of
National Board of Governors**Qualifications Summary:**

Ms. Edgell specializes in providing geotechnical analysis and soils-related construction inspection services. Her experience includes the design and oversight of subsurface investigations and laboratory testing programs that include geotechnical sampling, rock coring, pavement cores, in situ testing (i.e., infiltration testing, slug testing) and installation of monitoring equipment (i.e., vibrating wire piezometers). She also prepares technical reports and design memoranda for geotechnical engineering projects that include shallow and deep foundation recommendations, slope stability analyses for retaining structures and excavations, pavement design and construction, and earthwork and construction recommendations.

In addition, Ms. Edgell has extensive experience as Project Engineer for construction materials testing projects, including reviewing project specifications and contractor submittals in over 10 states across the country.

Representative Project Experience:

Chicago State University Child Care Center, RADA Architects, Chicago, Illinois

Sr. Project Engineer

Directed subsurface exploration program during design phase of new building addition to the existing University Education Building. Performed geotechnical analysis and prepared recommendations for design of shallow foundations, site preparation, grading, and construction.

Horizon Academy, Buchar, Mitchell, Bajt Architects, Joliet, Illinois

Sr. Project Engineer

Directed subsurface exploration program during design phase of new school building. Provided oversight and review of the geotechnical analysis and preparation of recommendations for design of shallow foundations, site preparation, grading, and construction.

Metropolitan Family Services Child Care Center, IFF, Chicago, Illinois

Sr. Project Engineer

Directed subsurface exploration program during design phase of new child care center building. Provided oversight and review of the geotechnical analysis and preparation of recommendations for design of shallow foundations, site preparation, grading, and construction.

Lighthouse Glass Conservatory, Chicago Lighthouse, Chicago, Illinois

Sr. Project Engineer

Directed subsurface exploration program during design phase of new building addition. Performed geotechnical analysis and prepared recommendations for design of shallow foundations, site preparation, grading, and construction.

Medical Training Facility, Illinois Medical District, Chicago, Illinois*Sr. Project Engineer*

Directed subsurface exploration program during preliminary design phase of new building. Performed geotechnical analysis and prepared recommendations for design of shallow foundations, site preparation, grading, below-grade walls and excavations.

Emergency Generator Building O'Hare Airport, Epstein/Chicago Department of Aviation, Chicago, Illinois*Sr. Project Engineer*

Directed subsurface exploration program during preliminary design phase of new building. Performed geotechnical analysis and prepared recommendations for design of shallow foundations, site preparation, grading, below-grade walls and excavations.

System-Wide Vehicle Maintenance Facility, ISTHA, Various Locations, Illinois*Geotechnical Engineer*

Served as Geotechnical engineer for the system-wide Illinois Tollway Maintenance Facility project including reconstruction and rehabilitation of the facilities. Provided QA review of design calculations and geotechnical reports for 4 maintenance yard improvement sites.

Multi-Modal Transportation Center, Joliet, Illinois*Sr. Project Engineer*

As Project Engineer, directed multiple subsurface exploration programs and laboratory analysis for improvements to existing transportation facility including new platforms, tunnels and parking lots. Performed geotechnical analysis of deep foundations (drilled piers and piles).

Various ComEd Substation Improvement Projects, Various Locations, Illinois*Project Manager/ Senior Engineer*

Provided oversight of field crews for subsurface exploration and field testing programs at various substation and transmission line facilities in northeast Illinois. Oversight included pressuremeter tests and field resistivity tests as well as laboratory analysis. Also performed geotechnical analysis and prepared recommendations for deep and shallow foundation design and construction.

Naser Elsbihi*Staff Engineer*

2 Years' Experience

Joined GSG in May 2012

Areas of Expertise:

Geotechnical Engineering

Field Inspection

Subsurface Explorations

Foundation and Substructure
DesignAASHTO Pavement Design and
Illinois Mechanistic Pavement
Design**Education:**Master of Engineering, Civil
Engineering, University of
Florida, Gainesville, Florida,
2014Bachelor of Science, Civil
Engineering, University of
Florida, Gainesville, Florida,
2013**Training/Registrations:**Engineer in Training Certification,
FloridaMicrostation, geopak V8,
AutoCAD, MathCAD and Matlab
IDOT S-33

Soils Field Testing and Inspection

CTA Rail Safety Certification

Industry Software experience

GeoStudio, FB-DEEP,

GRLWEAP, SLIDE, 3D

Settlement, gINT, Project-Wise
STTP-S33Soils Field Testing and Inspection
CourseIDOT Documentation of Contract
Quantities**Qualifications Summary:**

Mr. Elsbihi experience includes field inspection and laboratory testing for soils and pavement design. Mr. Elsbihi also conduct soil modeling and analysis using advanced engineering software, and preparing recommendation for soil bearing capacity, settlement analysis, slope stability, and construction consideration. He has worked on a variety of civil and geotechnical projects including preparing Roadway Geotechnical Reports, Structural Geotechnical Reports, and Erosion Control and Sediment Plans.

Representative Project Experience:**I-55 at Weber Road Diverging Diamond Interchange***Staff Engineer*

Responsible for performing the analysis of the field and laboratory data as well as preparing separate Structural Geotechnical Reports (SGR's) for Culvert and Overhead sign structures for review and approval by project manager.

Illiana Expressway*Staff Engineer*

Coordinated with the client on a weekly basis regarding the design of the erosion control and sediment plan drawings for the proposed Illiana Tollway. Worked with a multidisciplinary team of engineers on project-wise and updated drawings to comply with civil, hydraulic, and structural design plans.

ComEd TDC-525, Bolingbrook, Illinois*Staff Engineer*

Managed the field resistivity testing operations for proposed Commonwealth Edison substation. Trained field engineering staff to use resistivity testing equipment and coordinated with the project manager to choose electrode configuration and map lateral variations of soil resistivity.

Sheridan Road and Chicago Avenue Reconstruction and Resurfacing, Evanston, Illinois*Staff Engineer*

Responsible for calculating pavement design thicknesses according to AASHTO and the IDOT Bureau of Design and Environment mechanistic pavement design for review and approval by project engineer.

**Jane Addams Memorial Tollway Reconstruction and Add Lane
Contract 4015 and Contract 4018**

Staff Engineer

Performed field sampling and soil testing for overhead sign structures, culverts and retaining walls. Responsibilities included coordination of field activities, soil logging, soil classifications, coordinating laboratory testing program, as well as preparing soil boring logs and soil profile drawings.

High Speed Rail - Chicago to St. Louis

Staff Engineer

Responsibilities included reviewing laboratory data and preparing boring logs, verifying soil classifications, and preparing soil profile drawing as well as boring location plans. Assisted in the preparation of a geotechnical report for various intersection locations of the high speed rail project corridor.

Various Roadway Projects

Laboratory Technician

Conducted various laboratory tests for soil engineering properties along with asphalt and concrete testing for various Tollway and IDOT projects in accordance with AASHTO / ASTM testing. Also reviewed lab data results and prepared laboratory reports for review and approval by project manager.

Research Assistant University of Florida

Graduate Research Assistant

Researched and co-authored reports for the civil engineering structures department regarding the investigation of wind loading and tornado resilient housing. Also led a team of undergraduate students in analysis of utility data for building efficiency studies.

University of Florida, Gainesville, Florida

Student Assistant

Performed ASTM testing and data collection in the University of Florida laboratory and Florida DOT Materials Laboratory,

Jodie Huey

Project Geologist
6 Years' Experience
Joined GSG in 2008

Areas of Expertise:

Phase I & II ESAs
Soil Sampling
Data Review & Interpretation
Remediation Oversight
Geotechnical Investigations

Education:

Bachelor of Science,
Geography, Western Illinois
University, Macomb Illinois,
2007

Training/Registrations:

OSHA 1910.120, 40-Hour
Hazardous Waste Training,
Illinois
OSHA 1910.120, 8-Hour Annual
Refresher Course, Illinois
Asbestos Inspector's Initial
Course, 2011

Railroad Education
RWP

Safety Orientation
UPRR Safety/ Metra Safety

Qualifications Summary:

Mr. Huey has been involved in numerous Phase I and Phase II environmental site assessments, site characterizations, soil sampling, data review, Geotechnical investigations and interpretation, Underground Storage Tank removals, remediation oversights, mold investigations, and mercury investigations. Mr. Huey has completed numerous projects for government agencies and private clients.

Representative Project Experience:**ComEd L11323 Reconductor Transmission Project, DeKalb, Illinois***Field Engineer*

Performed pressuremeter testing for proposed transmission line towers along an 8-mile ComEd right-of-way corridor in DeKalb county, Illinois. Generated a report describing the in-situ stress strain curve of the soil as well as the relationship between volume and resistance of the soil for the completion of 12 pressuremeter tests.

ComEd L2107 Transmission Line, Bloomington, Illinois*Field Engineer*

Performed pressuremeter testing for proposed new transmission line towers along an existing 10-mile corridor near Bloomington, Illinois in McLean and DeWitt Counties. Generated a report describing the in-situ stress strain curve of the soil as well as the relationship between volume and resistance of the soil for the completion of 6 pressuremeter tests.

Geotechnical Soil Investigations*Field Inspector*

Serves as a project scientist for several geotechnical soil investigation projects. Responsibilities include supervising soil borings, conducting soil classification according to USCS protocol, soil sampling, geological data interpretation, and report writing. The soil borings are conducted in unconsolidated Pleistocene overburden of various lithologies, terminating into many feet of underlying bedrock. The following is a list of sample projects:

- Illiana Expressway
- Tollway I-90 Roadway and Bridge Reconstruction MP 25.0 to 47.5
- Tollway I-90 Roadway and Bridge Reconstruction MP 73.2 to MP 78.8
- City of Chicago DOE, 5836 S. Honore, Chicago, IL
- City of Chicago DOE, Hegewisch Marsh, Torrence Avenue, Chicago, IL

Geophysical Investigations*Project Scientist*

Involvement in various geotechnical investigations that were conducted to determine the presence of buried metallic anomalies (i.e., underground storage tanks, buried drums, etc.). The following is a list of sample projects:

- PBC, Southwest Area High School, 7501 S. Homan Avenue, Chicago, IL
- PBCC, Back of the Yards High School, 2111 W. 47th St., Chicago, IL

Soil Remediation Oversight

Project Scientist

Conducted soil remediation oversight on several projects for local government agencies. Involvement included preparing a site safety plan, reviewing contractor's submittals, preparing and signing waste manifests, collecting confirmation soil samples, supervising soil removal activities, and preparing the required reports, such as Remediation Action Completion Report. The following is a list of sample projects:

- PBCC, Marshall Campus Park, 3250 W. Adams St., Chicago, IL
- PBCC, Eric Solorio Academy High School, 5400 S. St. Louis, Chicago, IL
- PBCC, South Shore School

Underground Storage Tank Investigations

Project Scientist

Supervised the removal of several USTs for private and local government agencies. Involvement included preparing site safety plan, reviewing contractor's submittals, coordinating UST removal activities, performing air monitoring during the UST removal, collecting confirmation soil samples, supervising soil removal activities, and preparing the required Illinois EPA reports such as 20-Day, 45-Day and Remediation Completion Report. The following is a list of sample projects:

- PBCC, Marshall Campus Park, 3250 W. Adams St., Chicago, IL
- PBCC, Marshall Campus Park, 3250 W. Adams St., Chicago, IL

Phase I ESA

Project Scientist

Completed several Phase I ESAs for residential, commercial, and industrial properties. Performed the site visit, reviewed site historic information, reviewed regulatory database and FOIAs responses, and prepared Phase I ESA reports performed for several residential, industrial and commercial properties. The following is a list of sample projects:

- Gallant Building Solutions, Kennedy Plaza, 3262 W. Belmont Avenue, Chicago, IL
- Mercy Portfolio Services, 6200-6206 S. Rhodes Avenue, Chicago, IL

Phase II ESA

Project Scientist

Participated in several Phase II ESAs. Responsibilities included supervising soil borings, conducting soil classification according to USCS protocol, soil sampling, geological data interpretation, and report writing. The soil borings were conducted in unconsolidated Pleistocene overburden of various lithologies, terminating into many feet of underlying bedrock. The following is a list of sample projects:

- PBCC, Humboldt Park Library Addition, 3100-06 W. North Avenue, Chicago, IL

Madison Construction, 3700-3762 W. Ogden Avenue, Chicago, IL

Charlie Johnson*Project Engineer*

Joined GSG in 2012

Areas of Expertise:Site Inspection & Coordination
Transportation Infrastructure
Geotechnical Engineering**Education:**Bachelor of Science,
Civil Engineering, University
of Illinois, Chicago, Illinois,
2011Associate of Science,
Civil Engineering, Parkland
University, Champaign,
Illinois, 2008**Training/Registrations:**IDOT S-14, Documentation of
Contract Quantities
Certificate Number: 13-0522
IDOT Geotechnical Field Testing
and Inspection S 33
CTA Rail Training
Certificate Number: 13937
Microsoft Office
AutoCAD
Microstation
ProEngineer
ANSYS**Qualifications Summary:**

Mr. Johnson has a Bachelor of Science in Civil Engineering as well as experience working for the Illinois Department of Transportation and the Lake Zurich Engineering Department. Mr. Johnson's experience supervising subsurface exploration activities, soil logging and classification, preparing geotechnical investigation reports, slope stability design and analysis, and coordinating field activities with subcontractors. His experience also includes construction inspection and documentation, construction engineering, project coordination, quantity take-offs and cost estimates, and reviewing material testing reports.

Representative Project Experience:**Illiana Expressway***Field Engineer*

Responsibility included performing site underground utilities and layouts of boring locations, collecting soil samples, conducting in-situ testing, and completing soil classification for roadway subgrade, retaining walls, and bridges. He also assisted in preparation of a geotechnical data report (GDR) and performed quality control and quality assurance.

Various Jane Addams Memorial Tollway (I-90) Improvements, ISTHA, Boone, Winnebago and Kane Counties, Illinois*Field Engineer*

Located and staked soil borings in the field for a project consisting of reconstruction and widening of existing mainline and ramp pavements, bridges, and drainage structures. Prepared geotechnical reports to communicate site conditions and design of all subsurface exploration data. Also ensured fulfillment of quality control and quality assurance on all laboratory testing results prepared by staff engineers and technicians to ensure conformance with IDOT and ISTHA standards.

Chicago Department of Water Management Sewer Upgrade, Task Order Requests - Geotechnical Investigation*Field Inspector/ Geologist*

Responsibility included performing site underground utilities, layouts of boring locations, collecting and logging soil samples using the Unified Soil Classification System (USCS) for storm water sewer upgrade projects. Also prepared boring logs and assisted in the preparation of the geotechnical reports.

Jane Addams Memorial Tollway (I-90) Improvements, ISTHA, Cook County, Illinois*Field Engineer*

Located and staked soil borings in the field for a project consisting of reconstructions and widening of existing mainline and ramp pavements,

bridges, retaining walls, culvert extensions, and sign structures throughout the corridor. Prepared geotechnical reports to communicate site conditions and design of all subsurface exploration data. Also ensured fulfillment of quality control and quality assurance for the project.

Chicago Public Schools Environmental Sampling, Various Locations, Chicago, Illinois

Field Engineer

Collected soil samples at various Chicago Public Schools (CPS) locations requiring construction and renovation to provide safe and healthy learning environments for students and staff. Conducted in-situ testing of soil parameters and completed soil classifications of obtained soil samples. Prepared geotechnical reports to communicate site conditions and design of all subsurface exploration data. Also ensured fulfillment of quality control and quality assurance for the project.

Chicago Department of Water Management

Field Inspector

Performed field inspection of the construction activities and prepared daily inspection reports of field observations. Prepared pay estimates of the work completed and submitted final project construction inspection reports documenting all field activities, testing results, and pay estimates to the City of Chicago project manager.

IDOT Contract #63817 Bridge Street, Evanston, Illinois

Field Inspector

Performed field inspection for roadway and bridge construction. Prepared inspector's daily report of field observations, prepared and submitted pay estimates of the work completed.

Chicago Department of Water Management Sewer Upgrade, Various Task Order Requests - Construction Engineering

Field Inspector/Resident Engineer

Performed field inspection of the construction activities including installation of earth retention system, installation of sewer pipe and associated structures, excavation backfilling, and site restoration. Inspection also included construction and restoration of sidewalks and ADA ramps. Mr. Johnson prepared inspector's daily inspection report of field observations, prepared pay estimates of the work completed, and submitted pay estimates to the City of Chicago Project Manager. Sample projects include:

- Storm Sewer Installation on Rosemont Street from Glenwood to Greenview
- Storm Sewer Installation on Fairfield from Devon to Granville

Scott A. Letzel, P.G.*Field Operation Manager*

20 Years Experience
 Joined GSG in 2007

Areas of Expertise:

Environmental Investigations
 Environmental Remediation
 Technologies
 Geotechnical Investigations
 Environmental Due Diligence
 Geophysical Surveys

Education:

Bachelor of Science,
 Geology, Northern Illinois
 University, DeKalb, Illinois,
 1986

Training/Registrations:

Licensed Professional Geologist
 - Illinois, No. 196-000469
 Licensed Professional Geologist
 - Indiana, No. 1884
 OSHA 1910.120, 40-Hour
 Hazardous Waste Training
 OSHA 1910.120, 8-Hour Annual
 Refresher Course
 OSHA 1910.120, 10-Hour
 Construction Safety Course
 Safety Orientation
 UPRR Safety/Metra Safety

Qualifications Summary:

Mr. Letzel is a Licensed Professional Geologist with more than 20 years of environmental assessment and remediation experience. His expertise covers the full range of remediation services, including remedial technology selection, feasibility studies, pilot tests, and full-scale corrective actions. His practice is focused on developing creative and cost-effective remediation strategies to meet the objectives of project stakeholders including the property owners, regulatory agencies, potential developers, and the public. He has worked on properties contaminated with chlorinated solvents and petroleum products, including former Manufactured Gas Plant (MGP) sites, and has provided emergency response services for transportation accidents. He has extensive experience in using risk assessment methods to establish remediation objectives based on future land use – often resulting in significant construction cost savings. In addition to his environmental restoration experience, he has implemented a number of geotechnical investigation programs for infrastructure improvement including underground pipelines, flood control structures, levee improvements, harbor retaining walls, and earthen dams.

Representative Project Experience:**Joliet Multi-Modal Facility, Joliet, Illinois***Field Operations Manager*

Responsible for management of geotechnical and environmental drilling operations to support design of the new transportation center in downtown Joliet. Planned improvements include three parking lots, roadway widenings, bus turn-around facility, 5-story parking structure, railroad embankment retaining walls, railroad bridges and embankment platforms, and a stormwater detention basin. Also, responsible for completing permitting, scheduling, coordination with the railroad, utility clearances, and overall execution of the work.

Benito Juarez High School Addition, Chicago, IL*Project Manager*

Managed Phase II Environmental Site Assessment (ESA) and Illinois EPA reporting for the Chicago Public Schools System. The site was 2.5 acres and was to include new baseball and soccer fields as well as a new auditorium building. Enrolled the site with the Illinois EPA SRP and prepared all required SRP reports including a comprehensive site investigation, remedial objectives and remedial action plan.

Geotechnical Investigations - Illinois Tollway M-1 Maintenance Facility - ISTHA Contract RR-12-4079*Field Operations Manager*

Responsible for the management of multiple drilling crews. Also completed permitting and scheduling of geotechnical and environmental investigations.

**U.S. Army Corps of Engineers, (Chicago District) Indiana Harbor
Confined Disposal Facility (CDF) , East Chicago, Indiana**

Project Manager

Project manager for the investigation at the Indiana Harbor and Canal confined Disposal Facility (CDF) South Cut-off wall. The CDF was constructed to contain contaminated sediments that would be mechanically or hydraulically dredged from the Indiana Harbor and Canal (IHC). Perimeter vertical hydraulic barriers (soil bentonite slurry wall or grouted sheet pile cutoff walls) that extended approximately 33 to 40 feet from the ground surface into the underlying clay till were a part of the construction. A soil bentonite slurry wall was being used on the north, east, and west sides of the site. Also supervised the site investigation along the south cutoff wall which involved collecting sediments to a depth of 35 feet below the water surface. The sampling methodology utilized for the investigation provided excellent data to support the design. The cutoff wall is a grouted sheet pile wall (Waterloo barrier) located in the Lake George Canal approximately 2 feet southward of the existing sheet pile retaining wall with the intervening space filled with sand.

**Chicago Department of Environment, Remedial Activities, Chicago,
Illinois**

Project Manager

Managed the remediation of numerous industrial/commercial parcels located along West Lake Street. Enrolled the site into the State Site Remediation Program. Duties included overseeing field work activities, interpreting results, preparing a Supplemental Site Investigation Report, Remediation Objective Report/Remedial Action Plan, and interpreting data from the investigation activities. Remediation activities included the removal of all source material and soil that exceeded Tiered Approach to Corrective Action Objectives (TACO) Tier 1 industrial/commercial and construction worker remediation objectives (35 IAC 742) in areas that were not scheduled to have an engineered barrier. In general, remedial action activities included site preparation, waste characterization, excavation, stockpiling and offsite disposal of impacted soils, confirmation sampling, backfilling, management of decontamination and excavation water, soil erosion and sediment control, demobilization, and site restoration (pavement).

**Investigation and Remediation of Former Wood Treatment Facility
Chicago, Illinois**

Site Manager

Initially completed a Pre-Notice site investigation. Then, documented the corrective action activities of a former wood treatment facility that impacted the site soils with elevated arsenic concentrations distributed over a five-acre site within close proximity of a school.

Jeffrey Allen Rothamer*Staff Engineer*

Joined GSG in 2012

Areas of Expertise:Geotechnical Investigation
Transportation Infrastructure**Education:**Bachelor of Science,
Civil Engineering,
University of Illinois at
Champaign/Urbana,
Champaign/Urbana, Illinois,
2010**Training:**FE/EIT 2011
Microsoft Office
RS Means CostWorks
SAP2000
AutoCAD
gINT
IDOT Documentation of
Contract Quantities
Certificate Number: 14-0264
IDOT S-33 Geotechnical
Inspections
Certificate Number: 2376421
ISTHA e-Builder Training**Qualifications Summary:**

Mr. Rothamer specializes in performing subsurface investigation and field sampling. His experience includes the scheduling and coordination of field explorations, logging and classifying soil samples, performing in-situ testing on soil samples, and review of field and laboratory data. He also prepares soil boring logs using gINT and prepares site layout drawings using AutoCAD and MicroStation.

Representative Project Experience:**Illiana Expressway***Geotechnical Engineer*

Performed field sampling and soil testing for 47 miles of proposed roadways and structures. Responsibility included soil logging, soil classifications, coordinating laboratory testing program, preparing soil boring logs and soil profile. Also collected top soil samples for testing and evaluation.

Jane Addams Memorial Tollway Reconstruction and Add Lane**M.P. 73.2 (Kennedy Expressway) to M.P. 78.8 (Oakton Street)***Geotechnical Engineer*

Performed field sampling and soil testing for 8 miles of roads and 12 bridges. Responsibility included coordination of field activities, soil logging, soil classifications, coordinating laboratory testing program, preparing soil boring logs and soil profile. Also collected top soil samples for testing and evaluation.

Chicago Department of Water Management - TOR # 15-9*Geotechnical Engineer*

Performed field sampling and soil testing for 3 new sewer installation projects. Responsibility included coordination of field activities, soil logging, soil classifications, coordinating laboratory testing program, preparing soil boring logs and soil profile. Also collected top soil samples for testing and evaluation.

Jane Addams Memorial Tollway Reconstruction and Add Lane**M.P. 46.40 (Illinois Route 47) to M.P. 25.00 (Genoa Road)***Geotechnical Engineer*

Performed field sampling and soil testing for 22 miles of road reconstruction project. Responsibility included soil logging, soil classifications, coordinating laboratory testing program, preparing soil boring logs and soil profile. Also collected top soil samples for testing and evaluation.

Tollway Contract 4018 - Jane Addams Memorial Tollway Reconstruction and Add Lane, M.P. 61.30 (Higgins Road) to M.P. 52.10 (Randall Road)

Geotechnical Engineer

Performed field sampling and soil testing for roadways, retaining walls, and bridges. Responsibilities included soil logging, soil classifications, coordinating laboratory testing program, preparing soil boring logs and soil profile.

Tollway Contract 4015- Jane Addams Memorial Tollway Reconstruction and Add Lane, M.P. 78.65 (Kennedy Expressway) to M.P 72.70 (Oakton Street)

Geotechnical Engineer

Performed field sampling and soil testing for retaining walls and bridges. Responsibility included soil logging, soil classifications, coordinating laboratory testing program, preparing soil boring logs and soil profile.

Instructional Computing Services

University of Illinois, Champaign/Urbana, IL

Site Consultant

Helped clients with any computer related problems and manage computer lab activities. Coordinated with computer consultants and managers for problem solving and trouble shooting.

Joshua Rowe*Project Geologist*

7 Years' Experience

Joined GSG in 2013

Areas of Expertise:

Environmental / Construction

Inspection

Radiological Monitoring

Geophysical Testing

Environmental Site Assessments

Regulatory Agency Reporting

Education:

Bachelor of Science,

University of Washington,

Seattle, WA. 2006

Training/Registrations:

OSHA 40-hour HAZWOPER

OSHA 8-Hour Refresher

e-RAILSAFE System

Canadian National, Norfolk

Southern and Union Pacific
endorsements.

Canadian National Roadway

Worker Protection On-Track
Safety.

Railroad Education

RWP

Qualifications Summary:

Mr. Rowe has more than 7 years of environmental and construction industry experience. His experience includes field sampling, landfill gas monitoring on RCRA sites using Landtec model GEM-2000, and supervising and sampling for UST removal activities. He also conducted Phase I & II ESA and groundwater and soil sampling at various locations including Illinois SRP sites, monitoring well installation supervision, soil boring logs and well development. He has executed radiological screening and remediation activities of soil on USEPA sites using a Ludlum model 2221, created and managed databases, completed aquifer testing using In-Situ Level TROLL's, manifesting, and performed geophysical surveys using Geonics models EM-31 and EM-61. Mr. Rowe compiled information for environmental report research and preparation and has recently performed geotechnical logging/sampling and core logging. Also used gINT to complete boring logs and AutoCAD to complete exhibits.

Representative Project Experience:**Various Chicago Public School Projects, Chicago, Illinois***Field Engineer/Project Geologist*

Geotechnical exploration for fields and playground equipment installation at various elementary schools. Completed geotechnical boring logging and sampling to determine soil strength and type. Conducted infiltration testing to assess the quality of surface water drainage. Completed soil boring logs using gINT.

Chicago State University, RADA Architects, Cook County*Field Engineer Lead/Project Geologist*

Geotechnical and environmental sampling for installation of new childcare center. Performed geotechnical boring logging and sampling to determine soil strength and type. Completed soil boring logs using gINT and prepared figures using AutoCAD.

Olive Harvey College, City Colleges of Chicago, Chicago, Illinois*Field Engineer Lead*

Geotechnical exploration of an area where a new tractor trailer driving school will be built. Completed geotechnical boring logging and sampling to determine soil strength and type. Conducted infiltration testing to assess the quality of surface water drainage. Completed soil boring logs using gINT.

Kerry Woods Field, Lane Tech High School, Chicago, Illinois*Field Engineer/Project Geologist*

Geotechnical and environmental sampling to construct a new baseball field. Use a geoprobe to install temporary wells and collect soil and groundwater samples.

Lot #111, Illinois Medical District Commission, Cook County*Field Geologist*

Performed environmental soil sampling at a site with a previous (LUST) leaking underground storage tank incident.

Former Carnotite Reduction Company, Public Building Commission, Chicago, Illinois*Project Geologist*

Former location of a factor which manufactured items containing carnotite, a radioactive material. Performed oversight and radiological screening of material during demolition of Michael Reese Hospital Administration Building. Assisted with report preparation.

Sludge Facility, North Shore Sanitary District, Zion, Illinois*Field Geologist Lead*

Groundwater monitoring at an old sludge landfill site. Well development and installation by roto-sonic drilling technique. Compiled data for well logs which were turned into the state. Completed well installation reports and logs.

Reservoir 29A Semi-Annual Groundwater Sampling, Village of Deerfield, Deerfield, Illinois*Project Geologist*

Remediation at an old shooting range with heavy metal contamination. Purged and collected water samples semi-annually from monitoring wells. Assisted in report preparation.

Ace Metals Building, City of Joliet, Du Page County*Field Engineer Lead/Project Geologist*

Performed geotechnical and environmental sampling in existing building to determine how soil will be handled during demolition and redevelopment activities.

Rosenwald, (CHA) Chicago Housing Authority, Cook County*Field Geologist*

Performed groundwater sampling at a (SRP) Site Remediation Program site.

Edgewater Library, PBCC, Chicago, Illinois*Field Geologist*

Monitored and manifested soil being taken offsite to a landfill as CCDD.

Ala Sassila, Ph.D., P.E.

*Vice President, Director of
Engineering*

25 Years' Experience

Joined GSG in August 2003

Areas of Expertise:

Environmental Site Assessment
IEPA Site Remediation Programs
Geotechnical Infrastructure/
Foundation Analysis
Surface Water Hydrology
Roadway and Airport Construction
Programs

Education:

Doctorate of Philosophy, Civil
Engineering, Illinois Institute of
Technology, Chicago, IL, 1997

Master of Science,
Civil Engineering, Florida
International University, Miami,
FL, 1988

Bachelor of Science,
Civil Engineering, Florida
International University, Miami,
FL 1986

Training/Registrations:

Licensed Professional Engineer-
Illinois, Indiana, Wisconsin,
Maryland, Pennsylvania, Florida,
Georgia, Louisiana, Alabama, and
South Carolina

LRFD for Highway Bridge
Substructures and Earth
Retained Structures, National
Highway Institute, November
2009

IDOT Contract Documentation,
February 2007

Construction Administration for
Engineer- ASCE, August 2006

Surface Drainage Design- ASCE,
November 2004

Qualifications Summary:

Dr. Sassila's experience includes managing and coordinating work activities with multi-disciplinary teams for several large scale projects throughout the City of Chicago. This includes preparing and directing site investigation activities, preparing concept design and final design plans and specifications, and coordinating construction / remediation oversight activities for infrastructure improvement and new construction projects. Dr. Sassila also performed numerous geotechnical engineering investigations, storm water management and modeling, and field survey early in his career. Prior to joining GSG Consultants, Inc, Dr. Sassila served as Program Director and Project Manager for the Midway Terminal Redevelopment environmental investigation and remediation oversight, several environmental and geotechnical investigation for more than 25 new schools for the Chicago Public Schools, environmental and geotechnical investigation for several Public Building Commission of Chicago Police and Fire Company projects.

Representative Project Experience:**Geotechnical Projects, PBCC , Chicago, IL**

Project principal

Supervised numerous geotechnical investigation projects for the City of Chicago at various locations. The following is a partial list of projects completed by Dr. Sassila:

- Jones Magnet High School - Building Commission of Chicago
- Back of the Yard High School - Building Commission of Chicago
- Kelly Curry Gage Park High School – Building Commission of Chicago
- South Shore High School - Building Commission of Chicago
- Langston Hughes Campus Park – Public Building Commission of Chicago
- Mark Skinner Elementary School – Public Building Commission of Chicago
- New Kennedy-King College – Public Building Commission of Chicago
- Westinghouse High School – Public Building Commission of Chicago
- Bucktown/ Wicker Branch Library - Building Commission of Chicago
- Beverly Branch Library - Public Building Commission of Chicago
- Fire Engine 102 - Public Building Commission of Chicago
- Miles Davis Elementary School - Public Building Commission of Chicago

Joliet Multi-Modal Transportation Center, City of Joliet, IL

Principal Geotechnical Engineer

Supervised geotechnical engineering services for multiple construction projects. He coordinated field activities, reviewed geotechnical structural geotechnical reports, and completed QA/QC o geotechnical reports. The geotechnical investigation projects included the followings:

- Three parking lots and St. Louis Road widening
- Bus turn-around facility

Training/Registrations [continued]:

Structural Condition Assessment-
ASCE, June 2004

Water Surface Profile- HEC- RAS,
ASCE, June 2000

Floodplain Hydrology and
Watershed Modeling, April 1999

Seismic Design of Highway,
National Highway Institute, 1994

- 5-story parking structure
- UP Embankment Retaining Walls
- UP and Metra bridges and embankment platforms
- Detention Basin

UNO Middle School - 3434 West 51st Street, Chicago, Illinois

Supervising Geotechnical Engineer

Supervised the performance of subsurface exploration and geotechnical analysis investigation for 3 acres new high school site. The Scope of work included performing 8 soil borings to depths ranging from 20 to 30 feet, and providing recommendation regarding subsurface soil conditions, foundation type, and soil allowable bearing capacity.

South Shore High School, E 75th Street and Jeffery Blvd, Chicago, IL

Supervising Geotechnical Engineer

Supervised the performance of subsurface exploration and geotechnical analysis investigation for 5 acres new high school site. The Scope of work included performing 15 soil borings to depths ranging from 40 to 60 feet, and providing recommendation regarding subsurface soil conditions, foundation type, and soil allowable bearing capacity.

Jesse White Jesse White Community Center, Chicago, Illinois

Supervising Geotechnical Engineer

Supervised the performance of subsurface exploration and geotechnical analysis investigation for new community center. The Scope of work included performing 8 soil borings to a depth 350 feet, and providing recommendation regarding subsurface soil conditions, foundation type, and soil allowable bearing capacity.

Three Field House Park Sites, Chicago, Illinois

Supervising Geotechnical Engineer

Supervised geotechnical engineering investigation programs for the proposed fieldhouses at Taylor Lauridsen, Valley Forge, and Jesse Owens Parks. The site investigations included completing a total of 7 soil borings at each site, to a depth of 20-30 feet below existing grade; and providing recommendations regarding foundation type, allowable bearing capacity of the insitu soils, and construction considerations for the site.

High-Rise building, 1141 South State Street, Chicago, IL

Supervising Geotechnical Engineer

Supervised the performance of subsurface exploration and geotechnical analysis investigation for new high-rise residential building. The Scope of work included performing 6 soil borings to a depth of 80-90 feet, and providing recommendation regarding subsurface soil conditions, foundation type, and soil allowable bearing capacity.

Jeffrey T. Votava*Project Engineer*

3 Years' Experience
 Joined GSG in 2015

Areas of Expertise:

Construction Engineering for
 Transportation and
 Infrastructure project
 Design roadways and drainage

Education:

Bachelor of Science,
 Civil Engineering, Bradley
 University, Peoria, Illinois,
 2012

Training/Registrations:

Microsoft Word, Excel, and
 PowerPoint along with
 AutoCAD

OSHA 10-Hour Outreach
 Training Program- Construction

Qualifications Summary:

Mr. Votava's experience includes construction management and geotechnical engineering. He is experienced in various facets of construction management and inspection projects including scheduling and coordination of construction inspection activities, field surveying and inspection for compliance with project design plans and specifications, reviewing QA/QC reports and testing laboratory data, and preparing project logs and closing reports. He is also experienced subsurface sampling and testing and preparing geotechnical investigation reports for communication towers, buildings, and roadways.

Representative Project Experience:**Telecommunication Sites Inspection (400+ sites in Midwest)***Staff Engineer*

The projects included green field land development and upgrade for more than 400 cell / communication tower sites. Responsibilities included performing field inspection of existing foundation system including type and dimensions, evaluating soil conditions for supporting additional loads (antennas), and performing soil sampling, logging, and preparing geotechnical reports. Mr. Votava also prepared structural, geotechnical and environmental inspection reports of existing soils for constructing new Monopole, Self-Support, and Guyed Wire towers and equipment shelters. He also coordinated construction activities between the owner and contractors, performed field inspection and quality assurance testing for concrete, steel and soil at a variety of different jobsites steel, and prepared field inspection reports.

NextEra Energy Wind Farm Substation Expansion, Shabbona, IL*Field Engineer*

Performed field inspection and QA/QC testing, soil backfill placement and compaction during the installation of new foundation system for the substation equipment upgrade. Mr. Votava also performed environmental testing and sampling on existing soils management and disposal.

Quality Assurance and Construction Inspection Testing*Field Engineer*

Mr. Votava performed field inspection and quality testing for various construction projects. This included quantity take-offs to compile bids for large scale projects, prepared sop drawings using AutoCad, QA/QC testing including soil compaction and concrete testing, and preparing testing summary reports projects throughout the Chicago land area. Sample projects include: Walmarts & Sam's Clubs in New Lenox, Wheeling, Elgin, and Crystal Lake, Various Union Pacific Railroad, and Intermodal Project, Joliet, IL

SUMMARY LIST OF RESUMES



SUMMARY LIST OF RESUMES

Below is a summary list of the individuals for which résumés have been provided and number of years with GSG.

Name	No. of Years
Kalyan Chandhuri, M.S., PE	4
Dawn Edgell, PE	3
Naser Elsbihi	3
Jodie Huey	7
Charles Johnson	3
Scott Letzel, PG	9
Jeffrey Rothamer	3
Joshua Rowe	2
Ala E Sassila, Ph.D., PE	12
Jeffrey Votava	1



STAFF LICENSES



**Indiana Professional Licensing Agency
Engineer Licensing Board**
402 West Washington Street, Room W072, Indianapolis, Indiana 46204
(317) 234-3022

PROFESSIONAL ENGINEER

<u>License Number</u>	<u>Original Issue Date</u>
PE11100336	6/7/2011

Kalyan Sanjeev Chandhuri

Frances L. Kelly
Frances L. Kelly
Executive Director
Indiana Professional Licensing Agency

STATE FORM 49122 (9-98)

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.054911

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

EXPIRES:
11/30/2015

LICENSED PROFESSIONAL ENGINEER

**DAWN EDGELL
3000 WATERS EDGE CIR
AURORA, IL 60504**



Manuel Flores

MANUEL FLORES
ACTING SECRETARY

Jay Stewart

JAY STEWART
DIRECTOR

The official status of this license can be verified at www.idfpr.com

8039095

State of Illinois

Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
196.000469


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

EXPIRES:
03/31/2017

LICENSED
PROFESSIONAL GEOLOGIST

SCOTT A LETZEL
1112 JANE AVE
NAPERVILLE, IL 60540




JAY STEWART
DIRECTOR

The official status of this license can be verified at www.idfpr.com

9545376

Cut on Dotted Line ✂

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

EXPIRES:
11/30/2015

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

LICENSE NO.
062.048569

LICENSED
PROFESSIONAL ENGINEER

ALA E SASSILA
531 DEVON DRIVE
BURR RIDGE, IL 60527



MANUEL FLORES
ACTING SECRETARY

The official status of this license can be verified at www.idfpr.com

JAY STEWART
DIRECTOR

8136821

Cut on Dotted Line ✂

2C. EXHIBIT 1 – PROJECT MANAGER EXPERIENCE



KEY PERSONNEL MATRIX

	Project Principal	Project Managers	
	Ala Sassila, Ph.D., P.E	Dawn Edgell, PE	Kalyan Chandhuri, PE
Foundation Systems	MAT, Spread Footings, Micropiles, Caissons/Drilled Piers, Piles, Earth Retention System	MAT, Spread Footings, Micropiles, Caissons/Drilled Piers, Earth Retention System	MAT, Spread Footings, Micropiles, Caissons/Drilled Piers, Earth Retention System
Soil Types	All	All	All
Chicagoland Area Local	Yes	Yes	Yes
Years at Firm	12	3	4
Years in Industry	25	16	11
Types of Licenses	Professional Engineer	Professional Engineer	Professional Engineer



EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT A
LEGAL ACTION**

Firm Name: GSG Consultants, 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 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 Guillermo Garcia, as Principal
Name Title

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

1. Name of Firm: GSG Consultants, Inc.
2. Address: 855 West Adams Street, Suite 200, Chicago, IL 60607
3. Telephone: 312-733-6262 Fax: 312-733-6262
4. FEIN: 36-3844476 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".

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- Limited Liability Company
- Limited Liability Partnership
- Not-for-profit Corporation
- Other: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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
Guillermo Garcia	Principal
Arturo Saenz	Principal
Ala E. Sassila	Principal

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

Name	Address	Ownership Interest Percentage
Guillermo Garcia	301 Washington, Glenview, IL	51
Arturo Saenz	8 Farmington Rd., S. Barrington, IL	24.5
Ala E. Sassila	531 Devon Dr., Burr Ridge, IL	24.5

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-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.

NA

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

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

D. OTHER TAXES/FEEES

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

NA

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.

NA

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):

NA

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

Guillermo Garcia
Name of Authorized Officer (Print or Type)

Principal
Title

312-733-6262
Telephone Number


State of Illinois

County of Cook

Signed and sworn to before me on this 2nd day of May, 2016 by

Guillermo Garcia (Name) as Principal (Title) of

GSG Consultants, 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):

Geotechnical Services

Description of goods or services to be provided under Contract:

PS2062C

Name of Consultant: GSG Consultants, 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.



Signature

05/02/2016

Date

Guillermo Garcia

Name (Type or Print)

President

Title

Subscribed and sworn to before me

this 2nd day of May 2016



Notary Public

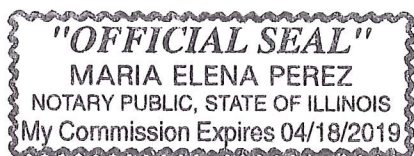


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

1. Policy Statement

- a. It is the policy of the 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.

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

- 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.

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

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

- 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.

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

- 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.

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

- 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.

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

- 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.

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

- 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)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

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 ____