



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 INVESTIGATION &
REPORTING SERVICES (PS3082D)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

GSG CONSULTANTS, INC.

FOR

GEOTECHNICAL INVESTIGATION & REPORTING SERVICES (PS3082D)

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 Sassila, PE, PhD
CONTACT TELEPHONE:	630-994-2610
CONTACT EMAIL:	asassila@gsg-consultants.com
ADDRESS:	735 Remington Road Schaumburg, Illinois 60173

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
GEOTECHNICAL INVESTIGATION & REPORTING SERVICES – PS3082D

THIS AGREEMENT effective as of January 1, 2024, 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 735 Remington Road, Schaumburg, Illinois 60173 (the "**Consultant**").

Recitals:

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

WHEREAS, the Commission requires certain professional services as described in Schedule B 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 INVESTIGATION & REPORTING SERVICES- PS3082D

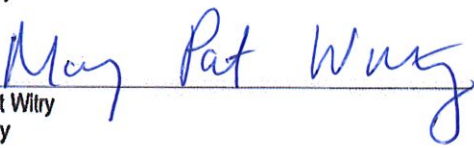
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson
Chairman

Date: 1/9/2024

ATTEST:



Mary Pat Wilry
Secretary

Date: 1/9/2024

CONSULTANT: GSG Consultants, Inc.



President or Approved Signatory

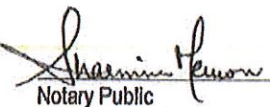
Date: 1/3/24

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Ala E. Sassila, Ph.D., PE and _____
on behalf of Consultant this 3rd day of January, 2024.



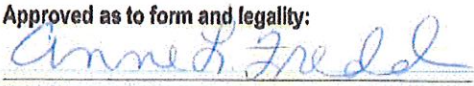
Notary Public

My Commission expires: 08/17/2026

(SEAL OF NOTARY)



Approved as to form and legality:



Neal & Leroy, LLC

Date: 1/8/2024

**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, attachments 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. **e-Builder System** or **e-Builder** 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 https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_eccr_CodeofEthicsConsolApril-2013_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. **e-Builder 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 e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder 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 e-Builder 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 three (3) 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 e-Builder.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$500,000.00. 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 e-Builder 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 e-Builder 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 SCHEDULE D.

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.

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SCHEDULE B SCOPE OF SERVICES

4.1 Intent

The Public Building Commission of Chicago (PBC) is currently soliciting qualifications from geotechnical consulting firms or teams (the "Respondents") in order to generate pool of qualified Geotechnical Investigation & Reporting Consultants to perform the following geotechnical work for the PBC – Geotechnical Investigation & Reporting Services. The following Scope of Services is a general overview of expected work to be performed by the Selected Respondents.

4.2 General Scope of Services, Permits, Subcontracts and Health & Safety – Geotechnical Investigation & Reporting Services

The Geotechnical Consultant (the "Consultant") will enter into a Task Order with the PBC. The Consultant's Task Order will be executed in a Not to Exceed format, on a project-by-project basis. 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.

If the Consultant is performing in a satisfactory manner, the Commission will assign additional Task Orders to the Consultant for each of the future phases of Services required until Project completion.

4.3 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.

4.4 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.

4.5 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 to determine/confirm potential deep foundation requirements;
3. Two borings at 10' below ground surface; and
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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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, Pressure meter, 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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
- f. Completed and signed Schedule of Costs – Attachment B and any other pertinent information deemed appropriate to evaluate the Consultants proposal.

The Commission reserves the right to amend, alter, update, and/or change the services required at any time.

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on 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 e-Builder, 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.

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GSG Consultants, Inc.
LOADED RATES FOR
GEOTECHNICAL CONSULTING SERVICES
PS3082D

Complete the following Rate Sheet table and provide various rates for the services and staff who will work on the projects. The rate shall include typical overhead (except the reimbursable expenses) for services and 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	\$ 175
2	Geotechnical Engineer, P.G.	Per Hour	\$ 135
3	Project Manager	Per Hour	\$ 150
4	Geologist, P.G.	Per Hour	\$ 120
5	Field Engineer/Geologist	Per Hour	\$ 110
6	Laboratory Technician	Per Hour	\$ 90
7	Field Technician	Per Hour	\$ 105
8	Clerical/Administrative Staff	Per Hour	\$ 65
9	QA/QC Staff	Per Hour	\$ 120
10	Environmental Technician	Per Hour	\$ 95
11	Senior Project Manager	Per Hour	\$ 150
12	Senior Staff	Per Hour	\$ 140
13	Drafting Technican	Per Hour	\$ 85
14	CADD Designer	Per Hour	\$ 100
15	[INSERT 'OTHER' HERE]	Per Hour	\$ -
16	[INSERT 'OTHER' HERE]	Per Hour	\$ -
#	FIELD INVESTIGATION		
1	Mobilization / Demobilization	Each	\$ 600
2	Drilling (per ASTM D 1586)	Per Foot	\$ 35
3	Drill Rig and 2 man Crew	Per Day	\$ 1,600
4	Install Piezometers	Each	\$ 900
5	Surveying: Benchmark, coordinates, elevations, etc.	Per Day	\$ 2,200
6	Undisturbed Sampling (per ASTM D 1587)	Per Sample	\$ 15
7	In-Situ Percolation Test	Per Test	\$ 750
8	In-Situ Testing for Vane Shear	Lump Sum	\$ 400
9	Field Equipment – vehicles, coring, small tools, etc.	Per Day	\$ 300
10	Field Equipment – Foundations monitoring	Per Day	\$ 1,300
11	Field Equipment – Earthwork monitoring	Per Day	\$ 1,100
12	Misc. Field Expenses	Lump Sum	\$ 500
13	Health and Safety Plan	Lump Sum	\$ 500
14	Utility Locating Servcie (on-site locator)	Lump Sum	\$ 1,500
15	55-Gallon Drums (for soil cuttings)	Per Drum	\$ 75
16	Waste Characterization (sample collection and disposal analysis)	Lump Sum	\$ 1,800
17	Waste Profile Forms (for disposal)	Lump Sum	\$ 1,200
18	Drums Disposal (mobilization, load, transport and disposal—uncontaminated soil)	Lump Sum	\$ 800
19	Rock Coring	Per Foot	\$ 50
20	Rock Core Backfill (Grout)	Per Foot	\$ 10
21	Boring backfill (bentonite chips)	Per Foot	\$ 10
22	Surface Coring: Concrete (per boring)	Each	\$ 250
23	Surface Coring: Asphalt (per boring)	Each	\$ 125
24	Surface Restoration: Concrete (per boring)	Each	\$ 100
25	Surface Restoration: Asphalt (per boring)	Each	\$ 50
#	LABORATORY TESTING		
1	Moisture Content	Each	\$ 10
2	Particle Size Analysis (per ASTM D 422 and 1140)	Each	\$ 110
3	Soil Classification (per ASTM D 2487 & D 2488)	Each	\$ 10
4	Unconfined Compressive Strength (per ASTM D 2166)	Each	\$ 65
5	Atterberg Limits (per ASTM D 4318)	Each	\$ 110
6	Consolidation Testing (per ASTM D 2435)	Each	\$ 155
7	Modified Proctor	Each	\$ 215
8	California Bearing Ratio Test (per ASTM D 1883)	Each	\$ 500
9	Organic Content	Each	\$ 50
#	DELIVERABLES		
1	Draft and (1) Final Geotechnical Report	Lump Sum	\$ 2,000
2	Permits	Lump Sum	\$ 1,500

SCHEDULE D
INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include at least the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission 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.1.4. 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, data, media, or other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

D.1.7 Contractors Pollution Liability

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 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, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

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

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

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

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, the Board of Education of the City of Chicago, the City of Chicago, and any other User Agency or Owner and each of their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Commission, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency or Owner do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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 have ADDITIONAL INSURED provisions or 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 1016 W. Jackson Blvd Suite 407 Chicago IL 60607		CONTACT NAME: Carrie Gentile PHONE (A/C, No, Ext): (312) 492-6900 E-MAIL ADDRESS: cgentile@finren.com		FAX (A/C, No):
INSURED GSG Consultants, Inc. 735 Remington Road Schaumburg IL 60173-4552		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: NAUTILUS INS CO		17370
		INSURER B: KEY RISK INS CO		10885
		INSURER C: GREAT DIVIDE INS CO		25224
		INSURER D: AXIS INSURANCE CO		26620
		INSURER E: OHIO SECURITY INS CO		24082
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ECPO1519898-23	08/13/2023	08/13/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Pollution - \$2,000,000 Occurrence						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Prof Liab - \$2,000,000 Each Claim	Y	Y				PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> OTHER: Contractual Liab - Railroads						Microbial Substance \$ 2,000,000
B	AUTOMOBILE LIABILITY			BAP1519900-23	08/13/2023	08/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	Y	Y				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A,D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			FFX1519904-23/ELZ8380301	08/13/2023	08/13/2024	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED RETENTION \$						AXIS Excess -Agg/Each \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA1519901-23	08/13/2023	08/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER ILLINOIS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N	Y				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Valuable Papers & Records Coverage			BFS56848630	10/16/2023	10/16/2024	On Premises Limit \$250,000
	Replacement Cost, \$1,000 Deductible						Off Premises Limit \$25,000
							Limits Per Occurrence

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

RE: Geotechnical Investigation & Reporting Services (PS3082D)
The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago and each of their respective Board members, employees, elected and appointed officials, and representatives and any other User Agency or Owner required by the Commission are included as Additional Insured on a Primary & Non-Contributory Basis on the General Liability, Pollution Liability and Auto Liability, when required by written contract. Waiver of Subrogation applies in favor of Additional Insureds on General Liability, Pollution Liability, Auto Liability and Workers Compensation, when required by written contract. Excess policies follow form & extend over Pollution & Professional Liability. 30-day notice of cancellation, except 10-day notice for non-payment of premium.

CERTIFICATE HOLDER CANCELLATION

Public Building Commission of Chicago Richard J Daley Center, Room 200 50 West Washington Street Chicago, IL 60602	APPROVED JLB 5/28/2024	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 Joseph Orlando

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

KEY PERSONNEL MATRIX

DISCIPLINE	STAFF																	
	Ala Sassila	Dawn Edgell	Min Zhang	Thomas Kasang	Rachel Miller	Daniel DiMaggio	Abdulaziz Alyousef	Mathew Heron	Taylor Scully	Daniel Vitkus	Nick Widhalm	Drew Faherty	Erik Hanson	James Benco	Audrey Johnson	Andreas Kougias	Joseph Nichols	
Local to Chicagoland Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Years with Firm	20	11	4	5	4	2	1	4	1	1	8	1	3	3	3	1	2	
Years in Industry	33	23	15	9	9	1	1	4	2	6	14	8	5	4	3	1	4	
EIT							✓	✓										
PE	✓	✓	✓	✓	✓													



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

Principal

Dr. Sassila's experience includes managing and coordinating work activities with multi-disciplinary teams for several large-scale infrastructure projects. He supervises and coordinates the work activities of multi-disciplinary teams from project planning, design development, and construction management projects. He is responsible for setting work units and/or project deadlines, leads and directs the work of various departments, and evaluates, selects, and recommends engineering techniques, procedures, and criteria to complete projects cost-effectively. He supervises the performance of all necessary tasks to develop and deliver projects, negotiate contracts, allocate resources, solve problems, and perform the final QA/QC review of project deliverables. Dr. Sassila's experience includes a wide variety of geotechnical investigation projects, structural design, and environmental assessment and remediation oversight for transportation and infrastructure projects.

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc. August 2003-Present

Geotechnical Investigation Projects - Various Locations, IL

Dr. Sassila supervised the performance of subsurface exploration and geotechnical analysis investigation for numerous transportation-related projects such as bridges, retaining walls, and roadways. He also coordinated and supervised geotechnical investigations for commercial, institutional facilities, and residential development projects. He oversaw project development, site investigation, and preparation of final reports, and completed QA/QC of final project deliverables. Example projects include the followings:

- IDOT PTB 202-006, Phase II, Bridge Carrying IL 43 (Harlem Avenue) over I-55
- IDOT PTB 198-003, Phase II, FAI-80 (I-80) over Des Plaines River Bridge
- IDOT PTB 196-012, Phase II, FAP 391 Pershing Rd
- IDOT 196-010, Phase II, Bridge carrying IL 176 over US 41
- IDOT, PTB 189 Item 011, D-91-368-18
- IDOT PTB 188-024, Phase II - Beardstown Bridge Replacement
- IDOT PTB 181-21 High-Speed Rail Chicago to Quad Cities
- IDOT PTB: 168-006, Dynamic Message Signs, I-94
- IDOT PTB 890-172, Chicago to St. Louis High-Speed Rail, Various Locations
- IDOT PTB, 158-025, I-55 Business over I-74 Bridge Replacement, Bloomington, IL
- IDOT PTB 156-008, Proposed Union Pacific Railroad Bridge, US 41 and IL 132, Gurnee, Illinois
- IDOT PTB 155-096, Bridge Replacement Over Union Pacific Railroad 2400 North Road, Livingston County, Illinois
- IDOT PTB 169-017, Weber Road Over I-55 32 - Will County, IL
- Chicago DOT UPRR Bridge over 95th Street Grade Separation, CREATE Project GS21a, Chicago, IL
- Metra Rock Island Realignment, 15th Street Overpass Bridge
- Tollway Contract 4677, Elgin O'Hare Western Access, Devon Avenue, to Pratt Blvd, DuPage County, IL
- Tollway Contract 4298, Cook County, IL, Tri-State Tollway, Roadway Reconstruction, I-55 Ramps (M.P. 24.1) to Ogden Avenue (M.P. 27.8)
- Tollway Contract 4300, Tri-State Tollway, Roadway Reconstruction, Roosevelt Road (M.P. 30.5) to St Charles Road (M.P. 32.3)
- Tollway Contract 4301, Tollway, Roadway Reconstruction, St Charles Road (M.P. 32.3) to North Avenue / Lake Street (M.P. 33.5).
- Tollway Contract 4302, Tollway, Roadway Reconstruction, Wolf Road (M.P. 36.2) to O'Hare Oasis (M.P. 37.8)
- CN Railway, Benesch, CN Chicago Subdivision – St Charles Airline Bridges – Chicago, IL
- Tollway I-294- Master Plan

EXPERIENCE

- 33 Years
- Joined GSG in 2003

AREAS OF EXPERTISE

- Geotechnical Engineering
- Foundation / Retaining Earth System Design
- Environmental Assessment
- Seismic Hazard Analysis
- Non-Destructive Testing
- Program and Construction Management

EDUCATION

- Doctor 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 – 1986, Florida International University, Miami, FL 1986

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Engineer – Illinois, Iowa, Indiana, Wisconsin, Missouri, Maryland, Pennsylvania, Florida, Georgia, Louisiana, Kansas, Alabama, and South Carolina
- LRFD for Highway Bridge Substructures and Earth Retained Structures, National Highway Institute, November 2009
- IDOT Contract Documentation

- Tollway Contract 4015, Jane Addams Memorial Tollway, Kennedy Expressway) to (Oakton St.)
- Tollway Contract 4018, Jane Addams Memorial Tollway, M.P. 61.30 (Higgins Road) to M.P. 52.10 (Randall Road)
- Tollway Contract 4022, Jane Addams Memorial Tollway, M.P. 46.40 (IL 47) to M.P. 25.00 (Genoa Road).
- Tollway Contract I-12-4039, Elgin O'Hare West Bypass, U.S. Route 83 to IL Route 8
- Tollway Contract RR-12-4083, Design Upon Request
- Tollway Contract I-12-4079, Maintenance Facilities, Phase I, and Phase II Engineering Services
- Chicago Department of Water Management – 15 Task Order Requests (60 various locations), City of Chicago
- IDOT PTB, 152-009, Cottage Grove Avenue over I94, Bridge Replacement
- IDOT PTB 149-020 Design Upon Request, District 4
- Chicago Department of Transportation, Harrison Avenue Viaduct - Chicago, IL
- Chicago Department of Transportation, Wells-Wentworth Connector - Chicago, IL
- Chicago Department of Transportation, CREATE Project GS9 - Chicago, IL
- Chicago Department of Transportation, CREATE Project GS11 - Chicago, IL
- DuPage County Department of Transportation, Warrenville Bridge Replacement - DuPage County, IL
- DuPage County Division of Transportation, 75th Street Bridge Reconstruction - Woodridge, IL
- DuPage County Division of Transportation, Illinois Route 53 Reconstruction - Addison, IL
- Joliet Multi-Modal Transportation Center, City of Joliet, IL
- CDOT CTA Green Line Station Modernization, Cermak Rd and State Street, Chicago, IL
- RTU-RCDC Building, Cook County Dept of Corrections, Chicago, IL
- US 24 over LaMarsh Creek, Bridge Structure
- Carman Road over Honey Creek, Bridge Structure
- IL 29 and Main Street/Wesley Road, Sign Masts, and Culverts
- IL 17 just east of 230th Street, Sign Masts, and Culvert Extensions
- IL 29 Over Boyd's Hollow, Bridge Structure
- US 24 and Roskamp Road, Retaining Walls
- US 67 over Farmers Fork Creek, Bridge Structure
- I-74 from west of Main Street to County Highway 9, Pavements
- US 34 and Airport Road, Bridge, and Sign Structures
- US 24 southwest of Sumnum to the northeast of Astoria, Culverts
- Bell Road improvement, Will County, IL
- Chicago Park District (CDT), Jesse White Community Center - Chicago, IL
- UNO Middle School, 3434 West 51st Street - Chicago, IL
- South Shore High School, E 75th Street and Jeffery Blvd, Chicago, IL
- High-Rise Building, 1141 South State Street - Chicago, IL
- Lake Park Crescent, 47th Street, and Lake Park - Chicago, IL
- Public Building Commission of Chicago (PBC), Kelly Curie High School, 53rd Street, and St. Louis - Chicago, IL
- Brighton Park II Elementary School, Chicago, IL
- 23rd District Police Station and Parking Garage, Chicago, IL
- Back of the Yards High School, Chicago, IL
- Azteca Mall, Chicago, IL
- Lincoln Avenue Improvement, Chicago, IL
- Lynx Aviation Warehouse, O'Hare Airport, Chicago, IL
- Kelly Curry High School, 53rd Street and St. Louis, Chicago, IL
- South Shore High School, E 75th Street and Jeffery Blvd, Chicago, IL
- Taylor Lauridsen, Valley Field House
- Valley Forge Field House
- Jesse Owens Park Field House
- South Albany and 76th Street, Chicago, IL
- High-Rise building, 1141 South State Street, Chicago, IL
- 5-Story Residential Building, 2900 North Cicero Avenue, Chicago, IL
- Skinner School, 111 West Throop, Chicago, IL
- Beverly Branch Library Project, 1962 West 95th Street, Chicago, IL
- Fire Engine 102, 7322-52 N. Clark Street, Chicago, Illinois
- Chatham Plaza – South Holland and 83rd Street, Chicago, IL



Dawn Edgell, MS, P.E.

Project Manager

Ms. Edgell has experience in providing geotechnical analysis and soil-related construction inspection services including the design and oversight of subsurface investigations and laboratory testing programs. That covers 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 oversees the preparation and quality control of technical reports and design memoranda by staff engineers and project engineers 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. She also prepares calculations, analyses, and reports for complex geotechnical engineering projects that require slope stability and settlement analysis.

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc., October 2012 – Present

Project Manager/Sr. Project Engineer

Illinois State Toll Highway Authority, Tri-State Tollway Improvements, Contract 4300 and 4301, Multiple Locations - Cook and DuPage County, IL

Project Manager

Provided oversight of multiple field crews for subsurface exploration programs and laboratory analyses by Tollway requirements to investigate multiple bridges, retaining walls, and roadways along the I-294 corridor. Performed geotechnical analysis and prepared Structural Geotechnical Reports for design improvements to the existing bridge structures and retaining wall structures, new retaining walls, and improvements to the existing roadway construction. Geotechnical analyses included oversight and quality control of analysis for global stability analysis of multiple retaining structures, preliminary design information for new and existing bridge foundations, and construction recommendations for roadway improvements.

Illinois State Toll Highway Authority, I-88 Bridge Improvements - DuPage and Kane Counties, IL

Project Manager/Sr. Project Engineer

Provided oversight for field crews for subsurface exploration programs and laboratory analyses by IDOT and ISTHA requirements for the design and replacement of multiple bridges along I-88. Performed geotechnical analysis and prepared recommendations for the construction of new retaining walls, bridge foundations, and roadway reconstruction. Geotechnical analyses included deep foundation recommendations for bridges and global stability analysis of multiple retaining structures.

Illinois State Toll Highway Authority, Tri-State Tollway Master Plan - Cook County, IL

Sr. Project Engineer

Provided oversight for subsurface exploration program and laboratory analyses by IDOT and ISTHA requirements on I-294. The exploration program included pavement cores, in-situ APLT testing, and soil borings. Completed a historical review of all geotechnical reports and as-built drawings for existing bridge and wall structures. Performed preliminary geotechnical analysis and prepared recommendations for design improvements to the existing bridge structures and retaining wall structures, conceptual design of new retaining walls, and improvements to the existing roadway construction. Geotechnical analyses included oversight and quality control of analysis for global stability analysis of multiple retaining structures, preliminary design information for new and existing bridge foundations, and construction recommendations for roadway improvements.

Illinois State Toll Highway Authority, IL 19 Elgin-O'Hare Expressway Interchange - Cook County, IL

EXPERIENCE

- 23 Years
- Joined GSG in 2012

AREAS OF EXPERTISE

- Geotechnical Engineering
- Foundation Design
- Retaining Wall Analysis
- Construction Inspection & Material Testing

EDUCATION

- Master of Engineering, Geotechnical Engineering
University of Alberta
Edmonton, Canada, 1998
- Bachelor of Science, Civil Engineering, University of Alberta
Edmonton, Canada, 1997

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Engineer - Illinois, 062.054911
- Licensed Professional Engineer - Wisconsin, 37459
- Licensed Professional Engineer - Michigan, 6201054617
- Licensed Professional Engineer - Colorado, 0038799

Project Manager/Sr. Project Engineer

Provided oversight of multiple field crews for subsurface exploration programs and laboratory analyses by IDOT and ISTHA requirements. Improvements include a new Tollway bridge, large embankment, retaining walls, detention pond, toll plazas, and mainline Tollway subgrade construction. Performed geotechnical analysis and prepared recommendations for the construction of the proposed improvements along IDOT right-of-way and City of Chicago O'Hare Airport property. Geotechnical analyses included deep foundation recommendations, excavation and construction recommendations, and global stability analyses for retaining structures and embankments.

Illinois State Toll Highway Authority, Jane Addams Memorial Tollway Improvements - DuPage and Cook Counties, IL

Sr. Project Engineer

Provided oversight for multiple field crews for subsurface exploration programs and laboratory analyses by IDOT and ISTHA requirements on I-90. Performed geotechnical analysis and prepared recommendations for the construction of new road alignment, multiple retaining walls, and bridge foundations. Geotechnical analyses included deep foundation recommendations for bridges, global stability analysis of multiple retaining structures including MSE wall performed, soldier piles and noise walls, and roadway widening and reconstruction.

Illinois Department of Transportation, Illinois 78 Bridge Replacement Over the Plum River – Jo Daviess County, IL

Sr. Project Engineer

Provided oversight of the subsurface exploration program and laboratory analyses by IDOT requirements. Provided QA/QC review of the geotechnical investigation report and analysis for the replacement of the existing bridge over the Plum River, including driven pile and drilled shaft foundation recommendations bearing on bedrock, and stream stabilization recommendations for scour protection. Provided oversight of field and laboratory crew in developing and performing analysis.

Union Pacific Railroad Company, UPRR-Metra Bridge over Des Plaines River - Cook County, IL

Sr. Geotechnical Engineer

Provided oversight of the subsurface exploration, laboratory testing, and geotechnical analyses by all applicable standards, i.e., AREMA and ASTM Standard Specifications and IDOT Geotechnical and SSRBC Manuals. Field investigation included advancing a total of 23 standard penetration test (SPT) borings within the vicinity of the proposed improvements. A total of 21 soil borings were drilled to a depth of up to 10 feet below the existing ground surface in the vicinity of the proposed track improvements; 2 soil borings were drilled to depths of up to 80 feet and 82.5 feet below the existing ground surface for the proposed Des Plaines River Bridge improvements. The borings were drilled by securing access permits from Metra/UPRR. In addition, rock coring was performed at one boring location, between the depths of 80 and 90 feet below grade, by ASTM D2113-Standard Practice for Rock Core Drilling and Sampling of Rock for Site Exploration, to determine the rock quality of the bedrock encountered. Geotechnical analyses included evaluating the existing substructure capacities to ascertain if the increase in loading, provided in the preliminary design information by the Project Structural Engineer would impact the existing substructures. (Feb 2015 - March 2016).

Illinois Department of Transportation, Weber Road, and I-55 Interchange - Will County, IL

Sr. Project Engineer

Provided oversight for multiple field crews for subsurface exploration programs and laboratory analyses by IDOT requirements. Performed geotechnical analysis and prepared recommendations for the construction of new retaining walls and noise walls, bridge foundations, overhead signs, and high mast light towers. Geotechnical analyses included deep foundation recommendations for bridges, signs, and light towers, global stability analysis of multiple retaining structures including soldier piles, and cast-in-place concrete.

Chicago Department of Transportation, Wells-Wentworth Connector - Chicago, IL

Sr. Geotechnical Engineer

Provided oversight and quality control for field crews for the subsurface exploration program by CDOT requirements for the design and replacement of the existing St. Charles Airline Railroad Bridge as part of the proposed Wells-Wentworth Connector project. Performed geotechnical analysis for the design of deep foundations bearing on bedrock for the proposed shoofly and permanent bridge structures.



Min Zhang, Ph.D., P.E.

Project Engineer

Ms. Zhang specializes in slope stability, soil-structure interaction, seismic hazard, and risk analysis, landslide investigation and mitigation, soil laboratory testing, and numerical analysis. Ms. Zhang has more than 10 years of academic experience in geotechnical engineering and has managed and acted as lead researcher for landslide investigation, underground structures under seismic loading, geothermal foundations, soil blasting, suction caisson, soil improvement, and instrumentation. Her experience includes the design and oversight of subsurface investigations and laboratory testing programs that include geotechnical sampling, pavement cores, infiltration testing, and laboratory testing. She prepares calculations, analyses, and reports for geotechnical engineering projects that include shallow and deep foundation recommendations, site-specific seismic hazard analyses, slope stability analyses for retaining structures and excavations, pavement design and construction, pipeline studies, and earthwork.

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc. January 2019-Present

Chicago Department of Transportation, CREATE P2 - Chicago, IL (December 2020 – August 2021)

Sr. Geotechnical Engineer

Provided oversight and QA services for field activities and review Structural Geotechnical reports for the proposed bridge and retaining walls for the Southwest Service/Rock Island Flyover Connection. Evaluated soils according to all applicable IDOT, AASHTO, and AREMA standards. Provided quality control review of field testing, laboratory testing, and geotechnical analysis for foundation design and global slope stability and engineering design.

Chicago Department of Transportation, CREATE EW-2 - Chicago, IL (August 2020 – August 2021)

Sr. Geotechnical Engineer

Provided oversight and QA services for preliminary field activities and review Geotechnical Report for the proposed embankment widening and improvements to the Norfolk Southern corridor. Evaluated soils according to all applicable IDOT, AASHTO, and AREMA standards. Provided quality control review of field testing, laboratory testing, and geotechnical analysis for foundation design and global slope stability and engineering design.

Chicago DOT UPRR Bridge over 95th Street Grade Separation, CREATE Project GS21a, Chicago, Illinois

Project Engineer

Performed geotechnical analyses, and prepared geotechnical reports for a new two-span railroad bridge, and a two-span pedestrian bridge and retaining walls. Performed geotechnical analyses, and prepared geotechnical reports for both bridges and retaining walls. The geotechnical analysis also included global stability and settlement analyses, and foundation design analyses following AERMA requirements.

Illinois DOT, PTB 189 Item 011, D-91-368-18 Phase II - FAI 55 and FAP 338, Will County, IL

Project Engineer

Developed geotechnical investigation program, supervised field sampling activities, performed geotechnical analyses and prepared geotechnical reports for one bridge, seven (7) retaining walls, 12 overhead sign structures, two culverts, and traffic signals as well as roadway and embankment. The geotechnical analysis also included a global

EXPERIENCE

- 15 Years
- Joined GSG in 2019

AREAS OF EXPERTISE

- Geotechnical Engineering
- Foundation Design
- Retaining Wall
- Seismic Hazard Analysis
- Managing Construction Monitoring and Testing

EDUCATION

- Doctor of Philosophy, Geotechnical Engineering, The Hong Kong University of Science & Technology, Hong Kong, China, 2006
- Bachelor of Science, Civil Engineering, Tsinghua University, Beijing, China, 2000

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Registered Project Engineer, California 86831
- Licensed Professional Engineer, Illinois, 062.071768

PROFESSIONAL AFFILIATIONS

- Member of the American Society of Civil Engineering (ASCE)
- Board Member of the International Association of Chinese Geotechnical Engineering (IACGE)

stability analysis of multiple retaining structures and bridge embankments. Prepared geotechnical reports following IDOT requirements for Structural Geotechnical Reports.

IDOT PTB 181-21 High-Speed Rail Chicago to Quad Cities Various Counties, IL

Project Engineer

Prepared structural geotechnical reports for various bridges and culverts. The geotechnical analysis included deep foundation system options and global stability analysis of the bridge embankment. Prepared geotechnical reports following IDOT requirements for Structural Geotechnical Reports.

Illinois Department of Transportation, Spoon River Bridge - Stark County, IL

Project Engineer

Conducted engineering analyses and modeled large-diameter open-ended pipe piles. Provided alternate modeling results and prepared the foundation section of the SGR.

Metra Rock Island Realignment, 15th Street Overpass Bridge

Project Engineer

Performed geotechnical analyses, and prepared geotechnical reports for a new three-span bridge structure and retaining walls. The geotechnical analysis also included global stability and settlement analyses, and foundation design analyses following AERMA requirements.

Illinois State Toll Highway Authority, Phase II Design Tollway Contract 4677, Elgin O'Hare Western Access, DuPage County, IL

Project Engineer

Provided oversight for the subsurface exploration program and laboratory analysis following the Tollway requirements for the bridge. The project was part of the I-490 extension roadway and consisted of 4 fly-over bridges over the Union Pacific Railway mainline and spur line near the northwest corner of O'Hare Airport, and retaining walls for the bridge's embankment. Ms. Zhang performed geotechnical analyses for settlement and slope stability and prepared structural geotechnical reports for the proposed new structures.

Illinois State Toll Highway Authority, Tri-State Tollway Phase II Tollway Contract 4300, Cook County, IL

Project Engineer

Performed geotechnical analyses including foundation recommendations for bridges and retaining walls including shallow foundations, drilled pier caissons, driven piles, embankment settlement, and mitigation and subgrade improvements for a total of 10 bridges, and more than 3,500 LF of retaining and noise walls. The geotechnical analysis also included a global stability analysis of multiple retaining structures. Prepared geotechnical reports following ISTHA requirements for Structural Geotechnical Reports.

Illinois State Toll Highway Authority, Tri-State Tollway Phase II Tollway Contract 4301, Cook County, IL

Project Engineer

Performed geotechnical analyses and prepared recommendations for the construction of two new bridges over the CN railroad. The engineering analyses and design included foundation recommendations for drilled pier caissons, driven piles, embankment settlement and slope stability, and subgrade improvements. Prepared geotechnical reports following ISTHA requirements for Structural Geotechnical Reports.

Illinois State Toll Highway Authority, Systemwide Maintenance Facilities Construction Management Services - Supreme Drive – Cook County, IL

Project Engineer

Provided oversight for subsurface exploration program and laboratory analysis following IDOT and ISTHA requirements. Performed geotechnical analysis and prepared recommendations for design improvements to the existing roadway structures and construction recommendations.



Thomas E. Kasang, P.E.

Senior Engineer

Mr. Kasang's experience includes coordinating subsurface investigation activities for a wide range of roadways, bridges, buildings, and infrastructure projects. He has well-rounded experience in coordinating field operations, leading field soil sampling operations, in-situ vane shear and pressure-meter testing, visual soil classification, and preparation of field soil boring logs. organizing laboratory testing, performing geotechnical analysis, subsurface soil investigations, and preparing geotechnical reports. Mr. Kasang has extensive experience using MicroStation V8i, ArcGIS, Slide, GeoStudio, and gINT.

EXPERIENCE

- 9 Years
- Joined GSG in 2018

AREAS OF EXPERTISE

- Geotechnical Analysis for Roadway and Structures
- Geotechnical Evaluations
- Field Work Operations Coordination

EDUCATION

- Bachelor of Science, Civil Engineering, University of Iowa, Iowa City, IA, 2013
- Bachelor of Arts, Russian Language, University of Iowa, Iowa City, IA, 2013

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Engineer, 062.072884, Illinois
- IDOT Documentation of Contract Quantities, 18-14036

SPECIALIZED TRAINING

- MicroStation V8i
- ArcGIS
- Slide
- GeoStudio
- gINT

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc., 2018 -Present

Senior Engineer

Illinois State Toll Highway Authority, I-294 Tri-State Tollway, Phase II Engineering Services - Cook County, IL (April 2018 – Present)

Field/Staff Engineer

Completed geotechnical sampling and boring logs for bridges, culverts, and retaining walls along I-294 from Roosevelt Road (MP 30.5) to St. Charles Road (MP 32.3). Extracted geotechnical samples during drilling activities. Created boring logs based on materials found in the field. Wrote roadway geotechnical reports for bridge replacements at Roosevelt Road/I-294, I-290 at St. Charles Road, I-294 at I-88 Ramp A, retaining wall construction reports for several locations near the intersection of I-290/I-294, and a subgrade report for I-290 at St. Charles Road.

Chicago Department of Transportation, Lincoln Yards Development Project - Chicago, IL (March 2019 – April 2019)

Field Engineer

Assisted in geotechnical evaluation for proposed bridges spanning the Chicago River as part of the Lincoln Yards development project. Extracted geotechnical samples during drilling activities. Created boring logs based on materials found in the field.

Chicago Department of Transportation, Capital Improvements Project - Chicago, IL (November 2018 – December 2018)

Staff Engineer

As part of the Obama Presidential Center project, assisted in the completion of a geotechnical evaluation for pedestrian roadway underpasses at Jackson Park in Chicago. Created boring logs based on materials found in the field. Prepared plan and profile MicroStation exhibit to delineate the subsurface profile of the pedestrian roadway underpasses.

Illinois Department of Transportation, Chicago to Quad Cities Passenger Rail - Various Counties, Illinois (April 2019 – July 2019)

Field/Staff Engineer

Completed ballast evaluation and geotechnical subgrade report for a passenger rail line from MP 134.8 to 177.1 in the following counties: Bureau, Henry, and Rock Island. Collected ballast samples, performed dynamic cone penetrometer (DCP) testing on subgrade and subbase soils, and documented existing ballast conditions. Wrote ballast evaluation report summarizing field investigation techniques, existing ballast conditions, gradation test results performed on ballast samples, DCP test results, and fouling indices. Assisted in the direction of field soil boring operations between Iowa Interstate Railroad Employees (IAIS) and GSG field personnel. Completed a subgrade evaluation geotechnical report summarizing subsurface conditions, drainage characteristics, subgrade stability, and subgrade treatment recommendations.

Cook County Department of Transportation, Plainfield Road – Cook County, IL

Staff Engineer

Provide oversight for field crews for the subsurface exploration program for 3.5 miles of proposed roadway reconstruction. Create boring logs and pavement core exhibits based on materials found in the field.

Chicago Department of Transportation, Lincoln Yards Development Project - Chicago, IL

Field Engineer

Assisted in geotechnical evaluation for proposed bridges spanning the Chicago River as part of the Lincoln Yards development project. Extracted geotechnical samples during drilling activities. Created boring logs based on materials found in the field.

CDOT Burley Avenue Improvements - Chicago, IL (October 2021 - Present)

Staff Engineer

Completed geotechnical evaluation for the reconstruction of Burley Avenue, Carondelet Avenue, and 106th Street, located on the southeast side of Chicago. Laid out boring locations per IDOT requirements for new roadways. Provided oversight for field crews for the subsurface exploration program. Created boring logs based on materials found in the field. Provided settlement estimates and construction recommendations for a new culvert; pavement design, subgrade preparation, and soil undercutting recommendations for new pavements; and design recommendations for new traffic sign structures.

Burnham Multimodal Corridor - Chicago, IL

Staff Engineer

Completed geotechnical bridge and subgrade reports for a new pedestrian and bike trail in the Hegewisch neighborhood in Chicago. Provided drilled shaft foundation recommendations for the center pier of the bridge, and driven pile foundation recommendations with down drag considerations and MSE wall recommendations for proposed bridge abutments. Provided subgrade preparation recommendations for new trail pavements.

Columbus Avenue Grade Separation - Chicago, IL

Staff Engineer

Completed geotechnical evaluation for the construction of retaining walls as part of the new underpass. Provided oversight for field crews during the subsurface exploration program. Provided drilled shaft and driven pile recommendations for cast-in-place (CIP) concrete wall types and lateral design parameters and recommendations for soldier pile wall types. Performed slope stability analysis for the proposed wall sections.

IL Route 1 and IL Route 394 Culvert Repairs, Will County IL

Staff Engineer

Completed geotechnical evaluation for culvert repairs. For IL Route 1 culvert, provided bearing resistance and settlement estimates for new culvert headwalls. For the IL Route 394 culvert, performed slope stability analysis of existing slope failure above the culvert. Analyzed existing slope braced with sheet piling to mitigating slope failure.

Western Access Tollway (I-490) - Cook County, IL

Staff Engineer

Completed a geotechnical report for a new bridge near O'Hare International Airport. Provided drilled shaft foundation recommendations for the center pier of the bridge, and driven pile foundation recommendations with down drag considerations and MSE wall recommendations for the proposed bridge abutments.

CTA Haymarket Substation Upgrade – Chicago, IL

Staff Engineer

Completed geotechnical investigation for expanding existing CTA substation. Performed geotechnical analysis for the design of shallow foundations of CMU perimeter wall bearing on a buffer of engineered fill or low-flow lean concrete.

ComEd, Fiber Hut Installation – Zion, Dixon, and Libertyville, IL

Staff Engineer

Provided oversight for field crews for a subsurface exploration program for proposed site improvements. Performed geotechnical analysis for the design of shallow foundations bearing on native silty clay soils or a buffer of engineered fill. Provided soil resistivity test results.



Rachel Miller, P.E.

Project Engineer

Ms. Miller has led geotechnical explorations for high, mid, and low-rise building developments throughout the Midwest. She has also overseen a growing number of infrastructure projects: roadway, railway, transmission line, etc., in the state of Illinois. Rachel has collaborated with clients and project teams to formulate appropriate geotechnical scopes, explain the resulting recommendations, and report on the impact of those recommendations. She has been responsible for geotechnical analysis, laboratory testing/soil classification, field and lab testing oversight, coordination, and pricing for a variety of geotechnical engineering projects. She has performed and delegated fieldwork including pressure meter testing, groundwater monitoring, test pit observations, vane shear testing, ReMi seismic testing, and infiltration testing.

EXPERIENCE

- 9 Years
- Joined GSG in 2019

AREAS OF EXPERTISE

- Geotechnical Engineering

EDUCATION

- Bachelor of Science, Civil Engineering, Northwestern University, Evanston, IL, 2014

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Engineer – Illinois, 062.071144

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc. August 2019-Present

One Central - Chicago, IL

Project Engineer

Provided oversight for the subsurface exploration program and laboratory analyses for the preliminary design of a high-rise mixed-use facility and transit hub, and the associated low-rise buildings in Chicago, Illinois. Performed preliminary geotechnical analysis for the design of drilled shaft foundations and piles bearing on the deep native clay soils or socketed into bedrock.

CREATE EW-2 - Chicago, IL

Project Engineer

Provided oversight for the subsurface exploration programs and laboratory analyses for the proposed embankment expansion, new bridges, and associated retaining walls along the East-West rail corridor near 75th and 80th Street, in Chicago, Illinois. Performed geotechnical analysis and prepared preliminary recommendations for the proposed bridges.

City of Racine Coastal Resiliency – Racine, WI

Project Engineer

Provided oversight for field crews for the subsurface exploration program to investigate the existing Lake Michigan shoreline slopes and potential causes of instability. Performed slope stability analysis to assess the existing bluff slopes and alternatives for remediation.

ComEd, L15508 Transmission Rebuild Project - Deer Grove, IL

Project Engineer

Provided oversight for field crews for the subsurface exploration program for the design and replacement of new transmission towers along a 12-mile stretch of land near Deer Grove, Illinois. Provided oversight for field testing, including pressure meter testing and rock cores at multiple locations. Calculated foundation design parameters based on in-situ testing and lab data.

Burnham Multimodal Corridor – Chicago and Burnham, IL

Project Engineer

Provided oversight for the subsurface exploration programs and laboratory analyses for the proposed 10-span pedestrian bridge southwest of the S. Brainard Ave and railroad crossing in Chicago and Burnham, Illinois. Performed geotechnical analysis and prepared recommendations for the construction of new embankments and retaining walls adjacent to the new bridge.

ComEd, S. Pulaski Road Transmission Conduit Installation - Chicago, IL

Project Engineer

Provided oversight for the subsurface exploration program for the new transmission conduit along S. Pulaski Road, between Roosevelt Road and W. 35th Place in Chicago, Illinois.
Performed geotechnical analysis and prepared recommendations for the design and installation of the below-grade transmission conduit.

The University of Illinois at Urbana-Champaign, Ubben Basketball Complex Expansion - Chicago, IL

Project Engineer

Provided oversight for the subsurface exploration program for the design of building additions and pavement expansion as part of the proposed Ubben Basketball Complex Expansion. Performed geotechnical analysis for the design of shallow foundations bearing on suitable native soils or rammed aggregate piers for the proposed additions.

Chicago Department of Transportation, Fullerton Avenue Improvements - Chicago, IL

Project Engineer

Provided oversight for subsurface exploration programs and laboratory analyses by CDOT requirements for improvements along Fullerton Avenue in Chicago, Illinois. Performed geotechnical analysis and prepared recommendations for the reconstruction of pavements and construction of arterial street lighting.

75th Street Improvements - DuPage County, IL

Project Engineer

Provided oversight for subsurface exploration programs and laboratory analyses by IDOT requirements for improvements along 75th Street in Naperville, Illinois. Performed geotechnical analysis and prepared recommendations for the construction of new pavements and traffic signal structures.

Howard Brown Health Center - Chicago, IL

Project Engineer

Provided oversight for the subsurface exploration program and laboratory analyses for the design of a four-story health center structure with a basement in Chicago, Illinois. Performed geotechnical analysis for the design of shallow foundations bearing on suitable native soils.

Chicago Park District – Parks 584 and 585 - Chicago, IL

Project Engineer

Provided oversight for the subsurface exploration program for the proposed Park 584 and 585 site improvements. Performed geotechnical analysis for the design of shallow foundations bearing on native silty clay or a buffer of engineered fill overlying fill soils for the proposed shade structure/picnic areas and playground equipment.



Mathew Heron, EIT, MS

Staff Geotechnical Engineer

Mr. Heron’s experience includes field inspection, coordinating the geotechnical investigation, supervising drilling activities, implementing geotechnical field investigations program including boring layout, in-situ vane shear, and pressure-meter testing, visual soil classification, and preparation of field soil boring logs. He also assists in laboratory testing of soil samples and prepares soil boring logs using gINT software.

EXPERIENCE

- 4 Years
- Joined GSG in 2019

AREAS OF EXPERTISE

- Geotechnical Investigation
- In-Situ Testing
- Laboratory Testing

EDUCATION

- Master of Science in Civil Engineering, Concentration in Geotechnical Engineering
University of Dayton, Dayton, OH
May 2019
- Bachelor of Civil Engineering, May 2018
- Dean’s List Fall 2015 – Spring 2018
Trustees’ Merit Scholarship

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Engineer Intern, Ohio #EI.11248

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc. June 2019 - Present

Illinois Department of Transportation, PTB 181-021 Chicago to Quad Cities Passenger Rail - Various Counties, Illinois

Geotechnical Engineer

The supervised soil drilling program for track addition and widening along the Chicago -Quad City corridor for 30 miles of railroad embankment and bridges. The subsurface investigation included completing 55 soil borings for 15 bridge locations. Mr. Heron assisted in soil staking and utility location. Responsibilities also included collecting and logging soil samples, conducting in-situ testing, and completing soil classifications.

Illinois Department of Transportation, PTB 189-011 Route 59 Road Reconstruction – Will County, IL

Field Engineer

Supervised geotechnical soil boring sampling and testing for new retaining walls and overhead signs. Mr. Heron staked and cleared utilities before fieldwork commenced, collected and classified soil samples, logged samples following IDOT guidelines, completed field testing using RIMAC and penetrometer on cohesive soil samples, and recorded blow counts and groundwater depth. Bedrock cores were logged, measured, and documented field conditions.

Tollway Contract 4306, Central Tri-State, Cook County

Geotechnical Engineer

Performed geotechnical soil boring sampling and testing for noise and retaining walls. Staked and cleared utilities before fieldwork commenced, collected and classified soil samples, logged samples following IDOT guidelines, completed field testing using RIMAC and penetrometer on cohesive soil samples, and recorded blow counts and groundwater depth. Also, prepared soil boring logs using gINT.

Tollway Contract 4300, Central Tri-State, Cook, and DuPage Counties

Geotechnical Engineer

Performed geotechnical soil boring sampling and testing for several bridges and retaining walls. Staked and cleared utilities before fieldwork commenced, collected and classified soil samples, logged samples following IDOT guidelines, completed field testing using RIMAC and penetrometer on cohesive soil samples, and recorded blow counts and groundwater depth. Also, prepared soil boring logs using gINT.

Chicago Department of Water Management, TOR 20-05, Chicago, IL

Geotechnical Engineer

Coordinated soil boring field sampling for multiple sewer projects. Responsibilities included securing permits and soil boring staking, clearing underground utilities, supervising drilling activities, and completing soil logging and classification. Mr. Heron also prepared the boring logs using gINT.

ComEd, Transmission Line Rebuild – Homer Glen, IL

Field Engineer Lead

Performed geotechnical boring logging and sampling to determine soil strength and type for new transmission line poles along ComEd right-of-way. Collected and submitted environmental samples to the lab for analysis. Mr. Heron staked soil borings and cleared utilities before starting fieldwork, completed pressure meter testing, collected, and logged bedrock cores, and QA/QC of logs data.

ComEd, Pulaski Road - Chicago, IL

Field Engineer

Performed geotechnical boring logging and sampling to determine soil strength and type for new transmission line poles along ComEd right-of-way. Collected and submitted environmental samples to the lab for analysis. Mr. Heron staked soil borings and cleared utilities before starting fieldwork, collected and logged bedrock cores, and QA/QC of logs data.

University of Dayton – Dayton, OH (September 2018 – June 2019)

Research Assistant

Reviewed and confirmed data on an important research project with the Ohio Department of Transportation. An extensive review of engineering drawings and boring logs to extract the most relevant data. Interpretation of dynamic load tests on piles to find the ultimate bearing capacity.

Canary Systems, Inc. – Tucson, AZ (May to August 2018)

Mining Engineering Intern

Created software-based organizational systems. Analyzed data from mine sites to determine accuracy. Prepared instructive documents for clients.

University of Dayton – Dayton, OH (January to May 2018)

Geotechnical Lab Assistant

Prepared and maintained the laboratory for each class period. Assisted students to further their geotechnical understanding. Graded all experimental reports and homework.

Prime AE Group – Cincinnati, OH (May to August 2017)

Civil Engineering Intern

The represented company by independently inspecting construction sites. Developed proposals for future transportation projects. Assessed the safety of municipal bridges.

Butt Construction Company – Niagara Falls, NY (January to August 2016)

Quality Control Intern

Consulted nearly 200 contracting companies to secure bids for upcoming projects. Prepared safety documents and daily reports. Gained experience working on construction projects.



Daniel DiMaggio

Staff Engineer

Mr. DiMaggio is a staff engineer at GSG Consultants with experience performing subsurface investigations with drilling crews, completing soil-boring logs to document information, performing lab testing on soil samples to obtain properties, and creating reports to publish findings of subsurface investigations.

EXPERIENCE

- 1 Year
- Joined GSG in 2021

AREAS OF EXPERTISE

- Microsoft Office
- MicroStation
- AutoCAD

EDUCATION

- Bachelor of Science, Civil Engineering, Valparaiso University, IN, May 2021
Grade Point Average: 3,61/4.00

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- IDOT Documentation Certified
- OSHA 10-Hour Certified

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc. October 2021 - Present

Staff Engineer

- Performs subsurface investigations with drilling crews to collect and classify soil samples
- Completes soil-boring logs to document information on site subsurface layer properties
- Performs lab testing on soil samples to obtain properties used for engineering design
- Creates reports to publish findings of subsurface investigations

Atlas Engineering Group, Ltd.

Transportation Engineer

- Performed construction inspections for IDOT road-resurfacing and bridge-bearing repair projects
- Inspections included overseeing and documenting operations such as HMA paving, Concrete Curb Removal & Replacement, ADA Ramp Compliance, Thermoplastic Pavement Marking Installation, Pavement Patching, Bridge Deck Hydro scarification, Detector Loop Replace, cement, and more
- Completed IDOT Inspector Daily Reports documenting pay quantities for the contractor's work performed
- Calculate daily yields for HMA binder and surface courses, concrete curb, and concrete gutter
- Designed Phase I Maintenance of Traffic plans using MicroStation software

Village of Libertyville, Public Works Department

Civil Engineering Intern

- Observed road construction to become familiar with the methods and equipment involved
- Shadowed field engineers responding to residents' calls about drainage and grading inefficiencies
- Measured concrete and asphalt pavement patching areas and calculated costs for pay orders
- Reviewed televising tapes and utilized sanitary and storm sewer atlases to identify damaged manholes



Abdulaziz Alyousef, E.I.T.

Staff Geotechnical Engineer

Mr. Alyousef's experience includes field inspection, coordinating the geotechnical investigation, supervising drilling activities, implementing geotechnical field investigations program including boring layout, in-situ vane shear, and pressure-meter testing, visual soil classification, and preparation of field soil boring logs. He also prepares soil boring logs using gINT software.

EXPERIENCE

- Less than 1 year
- Joined GSG in 2022

AREAS OF EXPERTISE

- Geotechnical Investigations
- Site Design

EDUCATION

- Bachelor of Science, Civil Engineering, Minnesota State University, Mankato, MN, May 2021
- Dean's List Fall 2016 – Fall 2021

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Engineer In Training Certificate (EIT)

SPECIALIZED TRAINING

- Civil 3D
- AutoCAD
- WinSLAMM
- HydroCAD

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers, Minnesota State University, Mankato
- Arab American Association of Engineers and Architects (AAAEA)

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc., June 2022 – Present

Staff Geotechnical Engineer

Cleveland Cliffs-Steel Mill Harbor, Indiana

Geotechnical Engineer

The supervised soil drilling program for adding two transfer cars with rails, two new columns, and a slab turner inside a warehouse located on Cleveland Cliff property, which was built on the south side of Lake Michigan. The subsurface investigation included completing 20 soil borings. Mr. Alyousef assisted in coordinating with the project manager, securing permits, soil staking, site preparation, and utility location. Responsibilities also included collecting and logging soil samples, conducting in-situ testing, and completing soil classifications.

Illinois Department of Transportation, PTB 198-003 New Retaining Walls and Noise Abatement Walls -Joliet, IL

Geotechnical Engineer

Supervised geotechnical soil boring sampling and testing for new retaining walls and noise abatement walls. Mr. Alyousef cleared utilities before fieldwork commenced, collected, and classified soil samples, logged samples following IDOT guidelines, completed field testing using RIMAC and penetrometer on cohesive soil samples, and recorded blow counts and groundwater depth. Bedrock cores were logged, measured, and documented field conditions.

LeClair Courts Development, Cook County, IL

Geotechnical Engineer

Performed geotechnical soil boring sampling and testing for two new structures. Cleared utilities before fieldwork commenced, collected, and classified soil samples, logged samples following IDOT guidelines, completed field testing using RIMAC and penetrometer on cohesive soil samples, recorded blow counts and groundwater depth, and performed soil infiltration tests. Also, prepared soil boring logs using gINT.

Illinois Department of Transportation, PTB 200-004 IL 53 Noise Abatement Walls – Arlington Heights, IL

Geotechnical Engineer

Performed geotechnical soil boring sampling and testing for noise retaining walls. Staked and cleared utilities before fieldwork commenced, collected, and classified soil samples, logged samples following IDOT guidelines, completed field testing using RIMAC and penetrometer on cohesive soil samples, and recorded blow counts and groundwater depth. Also, prepared soil boring logs using gINT.

Crest Hill IL – 7 Pavements, Will County, IL

Field Engineer

Performed Pavement Coring sampling. Staked and cleared utilities before fieldwork commenced, collected, and classified pavement samples, and measured, and documented pavement conditions. Performed DCP and Recorded blow count.

Illinois Department of Transportation, PTB 200-004 Pauling Road – Monee Township, IL

Geotechnical Engineer

Performed geotechnical boring logging and sampling to determine soil strength and type for deck replacement, a new retaining wall, and an extension of the existing culvert. Mr. Alyousef staked soil borings and cleared utilities before starting fieldwork. Performed pavement coring, and measured, and documented pavement conditions.

Jahnke & Jahnke Associates, LLC. – Waukesha, WI, August to June 2021

Civil Site Design Engineer

Assist Professional Engineers to produce site design plans per WisDOT and IDOT standards. Inspect project sites and prepare proposals and project permits. Performing design calculations for site grading, storm drainage, and roadway designs. Analyzed project-related reports including maps, blueprints, addendums, surveys, and aerial topography. Utilize Civil 3D, WinSLAMM, and HydroCAD to produce site plans, storm quality models at BMPs, and stormwater runoff modeling. Assist Professional Surveyors to produce ALTA, CSM, Plat of Surveys, and construction staking points.

Minnesota State University– Mankato, MN, January to May 2021

Teaching Assistant – Geotechnical Engineering

Assisted in managing classes, and grading, and helped students overcome obstacles during their studies. Distributed all required material to students and reviewed their projects and assignments before submission.

Minnesota State University– Mankato, MN, May to July 2019

Geotechnical Research Assistant


Performed laboratory experiments including sample preparation, data collection, data entry, and Experimental Design. Maintained study files for participants, including consent forms, labs, and data forms according to established protocol.




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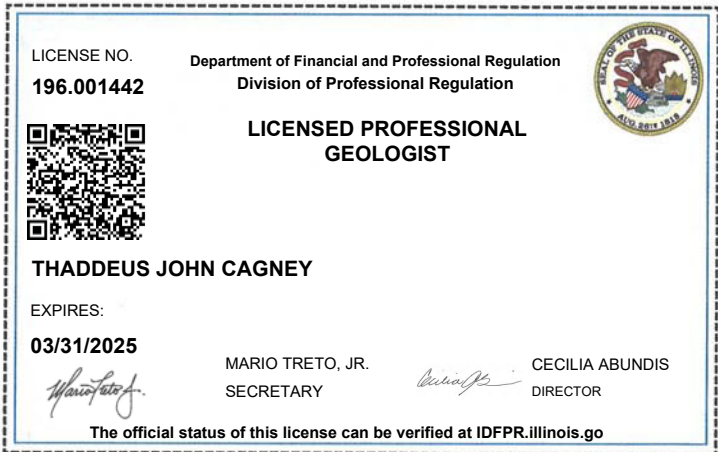


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State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.072884

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:
11/30/2023

LICENSED PROFESSIONAL ENGINEER



THOMAS EDWARD KASANG
1037 FAIR OAKS AVE
OAK PARK, IL 60302-1337



MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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


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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 4019655



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ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

FIRM NAME _____

I. LEGAL ACTIONS

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 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 type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).		
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 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 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 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 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 type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input type="checkbox"/>

**ATTACHMENT B
DISCLOSURE AFFADAVIT**

(ATTACHED HERETO AND INCORPORATED HEREIN)

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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 _____, as _____
Name Title

and on behalf of _____
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:			
Address:			
City/State/Zip:			
Telephone:		Facsimile:	
FEIN:		SSN:	
Email:			
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	x	
Telephone:		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: _____
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please 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.</i>		

B. PARTNERSHIPS

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	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
<i>If the answer is no, please complete the following two sections.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 of Principal(s)	
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 be exercised.	
Name	Address

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

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

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

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

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (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.

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

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

H. 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.

I. 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

Ala Sassila

Name of Authorized Officer (Print or Type)

Principal

Title

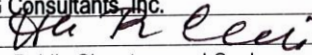
630-994-2610

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 13th day of July, 2023 by
Ala Sassila (Name) as Principal (Title) of
GSG Consultants, Inc. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:


- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant's participation in the contract or other transactions with the Commission.

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

- 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	07/13/2023 _____ Date
Ala Sassila _____ Name (Type or Print)	Principal _____ Title

Subscribed and sworn to before me

this 13th day of July 2023



Notary Public



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

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT 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 Public Building Commission of Chicago ("PBC") 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. 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..
- d. 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 Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
 - (4) "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 any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
 - (6) "Established Business" means a person or entity granted certification by the City of Chicago.
 - (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
 - (8) "Good faith efforts" means actions undertaken by a Contractor 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.

- (9) "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.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

4. Determining MBE/WBE Utilization

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
 - b. 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.
 - c. 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 Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
 - d. A Professional Service Provider 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:
 - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- e. A Professional Service Provider 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 Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider 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 Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (1) 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 any other entity

accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer 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.

(3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer 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.

(4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage 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. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her 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 proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer 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 Proposer's proposal as non-responsive.
- c. Proposers 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 consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 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 subcontractor that the supplies will be purchased by

7. Request for Waiver

- a. If a Proposer 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 proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer'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:

- (1) Attendance at the Pre-bid conference;
 - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
 - (3) 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;
 - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
 - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/associations;
 - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
 - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
 - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
 - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
 - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (11) 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;
 - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. 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;
 - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
 - (15) 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:
- (1) 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;
 - (2) 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. Established Business Participation in the MBE and WBE Procurement Program

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
 - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;

established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

(3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

a. If the Contractor 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 contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:

(1) 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.

(2) 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.

(3) 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 contractor's failure to meet the goals, as long as such costs are reasonable.

(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of 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.

(5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.

(6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(7) 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.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.

(9) 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

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' 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 Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. Reporting and Record-Keeping Requirements

a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE

assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

- b. The Professional Service Provider 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 Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider 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 invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

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

12. Prohibition On Changes To MBE/WBE Commitments

- a. The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider'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 Professional Service Provider 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.

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor 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 Contractor 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 Contractor 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:
 - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor 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.
 - (2) The Contractor'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 subcontractor 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 subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
 - (3) The Contractor'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 Contractor; 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.

- (4) The Contractor'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, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business 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.
- (6) 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) business 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.
 - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
 - ii. 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 Contractor 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.

14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider 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 Professional Service Provider'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 Professional Service Provider 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 Professional Service Provider from entering into future contracts with the Commission.

15. 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.

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SCHEDULE B
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

SCHEDULE B

Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

1. 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.)

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

SCHEDULE B
Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

I. 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:

1. Financial decisions _____

2. Management decisions such as:

a. Estimating _____

b. Marketing and Sales _____

c. Hiring and firing of management personnel _____

d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

6. 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.

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

SCHEDULE B

Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this ____ day of _____, 20____
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
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this ____ day of _____, 20____
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
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Commission expires:
(SEAL)

SCHEDULE C
Letter of Intent from MBE/WBE To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

(SCHEDULE FOLLOWS)

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

<input type="text"/>	% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
<input type="text"/>	% 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 (Contractor) 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.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:
BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE D
Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(SCHEDULE FOLLOWS)

SCHEDULE D
Affidavit of Professional Service Provider 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 Professional Service Provider 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 Base Bid		%	%

The Prime 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 Professional Service Provider 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.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Name of Contractor (Print)



Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____