



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

PROFESSIONAL SERVICES AGREEMENT

SURVEYOR SERVICES (PS3083E)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

GSG CONSULTANTS, INC.

FOR

SURVEYOR SERVICES (PS3083E)

Public Building Commission of Chicago

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

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|---------------------------|--|
| | |
| FIRM NAME: | 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
SURVEYOR SERVICES – PS3083E

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
SURVEYOR SERVICES- PS3083E**

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson
Chairman

Date: 01/22/2024

ATTEST:



Mary Pat Witry
Secretary

Date: 1/17/2024

CONSULTANT: GSG Consultants, Inc.



President or Approved Signatory

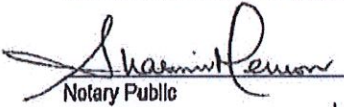
Date: January 10, 2024

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Guillermo Garcia and _____
on behalf of Consultant this 10th 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: 1-16-2024

**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_ecr_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 surveyor consulting firms or teams (the "Respondents") in order to generate pool of qualified Surveyor Consultants to perform the following surveyor work for the PBC – Surveyor Services.

4.2 General Scope of Services, Permits, Subcontracts and Health & Safety – Surveyor Services

The Surveyor Consultant (the "Consultant") will enter into a Task Order with the PBC. The Consultant's Task Order will be executed on a project-by-project basis. Types of surveys to be prepared by the Consultant may include the ALTA survey, boundary survey, topographic survey, acquisition plats, Private Utility Locate and any required Right-of-Way plats, including but not limited to vacation, dedication, closing and opening. The scope of services shall include the provision of all required labor, materials, equipment, postage, and photocopying related to the completion of Survey Services as directed by the Commission [and as indicated in the project specifications]. All work will be performed by qualified personnel under the supervision of an Illinois Professional Land Surveyor.

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

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

A. Access to Property.

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

B. Deliverables.

1. Provide (2) electronic AutoCAD.DWG files with associated pen sets on CD; (2) electronic PDF files on CD; (2) Office of Underground Coordination (OUC) file number and backup information on CD; 8 black line prints signed, sealed, and certified by a licensed Land Surveyor; include other Deliverables if directed [under Article 4.2.3 Adjustments to Basic Services] in the assigned Task Order. The standard project sheet size is 42 inches x 30 inches unless otherwise noted.
2. Prepare Survey in the latest version of AutoCAD. Include CTB or STB (Plotter/Printer Styles) files for AutoCAD.DWG files, please ensure that pen weights remain consistent. Orient drawings with North to the top or to the left, unless indicated differently. The scale of the reproducible drawings will be 1:20 and clearly state scale on the survey graphically and alphanumerically. Surveyor to notify the PBC Project Manager if the sheet size requires a smaller scale to fit.
3. On each drawing, indicate the project's name and address, surveyor's name, address, phone number, job number, date or revision date, and type of survey.
4. For Zoning and City Council exhibits, prepare property boundary exhibits, land use maps, and right-of-way plats, per the PBC provided format.
5. It is understood that the PBC and its consultants may reproduce the drawings without modification and distribute the copies without incurring obligation for additional compensation to the Surveyor.

C. Timetable for Deliverables.

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

D. Basic Technical Requirements.

1. Survey(s) to be provided must meet the standard detail requirements for ALTA / ACSM LAND TITLE SURVEYS, latest edition, and as specified herein unless otherwise shown on the [Article 3.2.3 Adjustments to Basic Requirements Section of this proposal.] The requirements specified herein will prevail if in conflict with the minimum standard detail requirements.
2. Survey area must include the entire subject property at the designated address and Permanent Index Number (PIN) and extend 66' beyond property lines to include but not limited to the full right-of-way of surrounding streets, curbs, gutters, and hardscapes. Refer to aerial photograph and documentation provided at the time of the TOSR issuance with area to be included in survey outlined.
3. Survey(s) must clearly indicate a legal boundary description of the property and the legal building and / or property address as described in the last deed of record for the property.
4. Survey property lines within the survey area and reference all corners by coordinates. Locate existing corner markers or place new ones if none are found beyond Scope requirements. Provide at least two corners referenced to the IL State Plans Coordinate System, East Zone, NAD83.
5. Note the dimensions from the property line of the closest intersecting street to any driveway or curb cuts along the property line. Note the width of all driveways at the property line and the apron curb-cut.
6. Obtain from record and other documents, including, but not limited to 80 acre sheet, Sidwell maps, recorded plats of resubdivision, property deeds, title reports (provided by PBC legal representative) and/or other relevant public documents, and show the location, including width, angles, and property line ties, of all easements of record passing through or adjacent to the survey area; including street and alley rights-of-way, drainage rights-of-way, rights-of-access, utility structures and lines right of access, etc. Note on the plat/map of survey, the date of vacations and dedications of all streets and alleys and identify the recorded resource information (book and page number or document number of instrument creating a said dedication or easement), or state there are no easements other than streets and alleys shown.
7. Note identity, jurisdiction and width of adjoining streets and highways, width, and type of pavement, including walks. Identify landmarks. Indicate the directions of traffic flow and any pertinent street markings.
8. Indicate exterior dimensions of all buildings at ground level along with the footprint square footage. Show dimensions from the 4 primary faces to the property line.
9. Show boundary lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency and length of curved lines.
10. Show building line and setback requirements obtained from record documentation or measured.
11. Indicate total gross area (in square feet and acreage) of the project property inclusive of public rights-of-way and indicate the total net area (in square feet and acreage) of the project property exclusive of public rights-of-way.
12. Locate graphically to scale within the survey area surface features such as but not limited to walls, fences, pavements, curbs, walks, buildings, above-grade structures, manholes, traffic signals, traffic signal control boxes, streetlights, utility poles, utility structures, parking meters, fire hydrants, valve boxes, poles, signs, transit shelters, billboards, advertising signs, and other visible improvements. Show dimensions of green area setbacks from property line or right-of-way. Describe fences by their material. Show other utilities such as lawn sprinkler piping or site lighting conduit, etc.
13. Locate within the survey landscape planting beds, screenings, landscape islands or planters, and individual trees. Indicate the caliper and type of tree, deciduous or coniferous. In City parkways adjacent to the subject property lines all trees shall be identified by caliper and type. Where trees are closely grouped, indicate the outline of the tree grove, and note the type contained therein.
14. Include dimensioned parking areas, the type (e.g., handicapped, motorcycle, regular, etc.), number of parking spaces and bicycle spaces or stands and interior landscape plantings. Show directional traffic flow and existing traffic markings.
15. Record at least two permanent benchmarks, broadly separated. All elevations will be referenced to Chicago City Datum. An equation relating such local datum to established National Datum will be indicated on the plat/map of survey. All new benchmarks will be tied to found benchmarks.
16. As required to establish profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutters, pavement edges and centerlines, walls, ditches, streams (include depth), etc., including the full cross section of all roadways.

17. Indicate visible building footprints of former structures at the time of the survey as evidenced in record documentation and ascertainable by visible survey.
18. Establish all rim and invert elevations, pipe sizes, depth of subterranean structure, direction of flow, etc., at all points of access to below-grade utilities.
19. Locate all visible features of the various systems in right-of-way such as utility poles, manholes, hydrants, etc., and underground utilities as provided from recorded documents of City, County, State Departments or Utility companies, including CDOT and Office of Underground Coordination. Identify ownership of each utility.
20. Aboveground and underground utilities, including but not limited to, water mains, gas mains, telephone mains, electrical mains, streetlights, television cable, drainage structures rim and invert and use (i.e. sanitary, combined or storm) are a part of this survey. Indicate the location of each utility with reference to the property line. The utility survey will be completed to "Attribute Quality Level C" as specified in the "Standard Guideline for Collection and Depiction of Existing Utility Data" (American Society of Civil Engineers, CI/ASCE 38-02) or as indicated in the TOSR.
21. State whether or not the plot or parcel appears on any flood plan or Flood Insurance Boundary Map and give reference if it does.
22. Provide spot elevations using a 25-foot grid for exterior property lot and grounds, or for specific exterior boundaries as defined in the project RFP. Show spot elevations to the nearest 1/8" on pavements, building floors, and utility structures. Show spot elevations in unpaved areas to the nearest inch. Indicate 1'-0" contour profiles when a change in gradient exceeds 2 percent.
23. Show the visible number and size of conduits in a duct bank, location of poles, number of overhead wires, service provider, size and type of ducts, depth of cover or height of wires for telephone, electrical, streetlights, Western Union, television cable, etc. Confirm utilities with OUC atlases.
24. Indicate the location and size of each main pipe, duct bank, conduit line, and all structures with reference to the property line.
25. Establish points of access, depth, pipe sizes, direction of flow, and slope of any subterranean structures extending beyond the survey area.
26. Include metes and bounds of subject property on survey.
27. Identify party walls and locate them with respect to property lines.
28. Surveyor to update PBC of all non-accessible areas within the survey scope of work during the time work is being performed on site.

E. Adjustments to the Basic Survey Requirements.

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

1. Update an existing survey already in Basic format.
2. Deliverables not in Basic Services (*i.e., Basic Services includes 2 CD; 8 black line prints*):
3. Include off-site vehicle parking lot(s) and show on the same sheet. Off-site parking lot is directionally located as follows (N, S, E, W) of the main building.
4. Locate structures or features projecting outward or upward or immediately noticeable of all buildings upon the plot or parcel. Indicate location and extent of overhangs and other projections above ground floor level. Specifically show all cantilevered or protruding elements which project beyond the property line. State character of building, street address, and number of stories.
5. Provide spot elevations using a 25-foot grid for interior floor elevations including basement, first floor, raised floors, entries of buildings, and subterranean structures at points of access within the Survey Area, or for specific interior boundaries as defined in the project specific RFP. Show spot elevations to the nearest 1/8" on building floors and utility structures. Indicate 1'-0" contour profiles when a change in gradient exceeds 2 percent.
6. Provide vertical centerline for curtain wall mullions.
7. Include horizontal and vertical dimensions and visible features pertaining to any building protrusion or building signage outward or upward into the air rights in public way as may be visible, and/or described in the last documents of record, and/or documents as provided by the owner.
8. Show location of visible valves, drips, regulators, etc. and average pressure in main for Gas Mains.
9. Show the visible location of anchor points, expansion joints or loops, size, type, depth of pipes, insulating carrier, centerline elevations of supply and return piping for steam mains.

10. Measure and record the building height as defined by the Chicago Zoning Ordinance of any existing structures in the survey area. Measure, describe and record the elevation of the highest building element of any existing structures in the survey area.
11. Measure and record the Floor Area Ratio as defined by the Chicago Zoning Ordinance.
12. Show all private utilities and stake.
13. Provide finished floor elevations at area of connection for all floor levels (including basement, if applicable). Surveyor to contact PBC Project Manager for locations of connection to new addition.
14. Provide parapet height at area of connection. Surveyor to contact PBC Project Manager for location of connection to new addition.
15. Provide spot elevations using a 5'-0" grid at all curb ramp locations and their connecting curb ramps per CDOT requirements.

The Commission reserves the right to amend, add, delete or change the services required from the Consultant 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). However, the Commission reserves the right to request hourly rates from the firm to serve as the informational basis for the calculation of the lump sum fee or not-to-exceed fee.
- C.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables 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. METHOD OF PAYMENT

- C.2.1. **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.2.2. **Payment.** Payment will be processed within thirty (30) days after Commission receives an acceptable invoice from the Consultant.

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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 to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include The Public Building Commission, 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)

1/10/2024

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: Surveyor Services (PS3083E)
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 Public Building Commission of Chicago Richard J Daley Center, Room 200 50 West Washington Street Chicago, IL 60602 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. APPROVED JLB 5/28/2024 AUTHORIZED REPRESENTATIVE Joseph Orlando |
|--|---|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|----------------|-----------------------|------------------------|----------------------------|
| ECPO1519898-23 | 08/13/2023 | 08/13/2024 | 08/13/2023 |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

- a. **Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. **Bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds, the following is added to **SECTION V – LIMITS OF INSURANCE**:**

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:**

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|----------------|-----------------------|------------------------|----------------------------|
| ECPO1519898-23 | 08/13/2023 | 08/13/2024 | 08/13/2023 |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- c. Will not extend beyond that which is provided to you in this policy.

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

This insurance does not apply to:

- a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION VI –**

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:**1. Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

- V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

- VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS
NOT ENGAGED BY THE NAMED INSURED – COVERAGE A & B**

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|----------------|-----------------------|------------------------|----------------------------|
| ECPO1519898-23 | 08/13/2023 | 08/13/2024 | 08/13/2023 |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

| | |
|---|---|
| Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured: | As required by written contract prior to the commencement of work performed by the Named Insured. |
|---|---|

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** the architects, engineers or surveyors shown in the **SCHEDULE**, while not engaged by you, are explicitly required under a written contract or written agreement, in effect during this **policy period**, to be added as additional **insureds** to this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations performed by you or on your behalf.

Such contract or agreement must be executed and in effect prior to your performance of such ongoing operations.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional insured that is not provided to you in this policy; and
3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusion applies:

This insurance does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of or the failure to render any professional services.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** architects, engineers or surveyors shown in the **SCHEDULE** to this endorsement provided that:

1. The additional **insured** architect, engineer or surveyor is a **Named Insured** under such other insurance; and
2. It is explicitly required under a written contract or written agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** architect, engineer or surveyor. Such contract or agreement must be executed and in effect prior to the performance of your ongoing operations, which are the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
COVERAGES A & D**

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|----------------|-----------------------|------------------------|----------------------------|
| ECPO1519898-23 | 8/13/2023 | 8/13/2024 | 8/13/2023 |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

| Designated Construction Project(s): | Designated Construction Project Limit |
|---|---|
| Each of your projects away from premises owned or rented to you, performed during the policy period when a Designated per Project Aggregate Limit is required in a written contractual agreement. | Each of your projects away from premises owned or rented to you, performed during the policy period when a Designated per Project Aggregate Limit is required in a written contractual agreement. |

- I. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** which can be attributed only to ongoing operations as shown in the **SCHEDULE** above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is the lesser of:
 - a. the Designated Construction Project Limit indicated in the **SCHEDULE**; or
 - b. the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **suits** brought; or
 - c. Persons or organizations making **claims** or bringing **suits**.
 3. Any payments made under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described in **5.b.** below.
 4. The limits shown in the Declarations for Each Occurrence and Damage to Premises Rented to You continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
 5.
 - a. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under the Designated Construction Project Limit, described in **1.** and **2.** above.
 - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project General Aggregate is \$2,000,000.

- II. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** which cannot be attributed only to ongoing operations at the Designated Construction Project(s) shown in the **SCHEDULE** above:
1. Any payments made under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- III. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- IV. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- V. The provisions of **SECTION V – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|----------------|-----------------------|------------------------|----------------------------|
| ECPO1519898-23 | 08/13/2023 | 08/13/2024 | 08/13/2023 |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

| Scheduled Railroad(s): | Designated Job Site(s): |
|------------------------|--|
| Various | When required by written contract prior to the commencement of work performed. |

- I. With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, definition number **26. Insured contract** in **SECTION IX – DEFINITIONS** is deleted and replaced by the following:

26. Insured contract means:

For **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render **professional services**, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|----------------|-----------------------|------------------------|----------------------------|
| ECPO1519898-23 | 8/13/2023 | 8/13/2024 | 8/13/2023 |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

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

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

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

ENDORSEMENT

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

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: BAP1519900-23

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| Named Insured: GSG Consultants, Inc. |
| Endorsement Effective Date: 08/13/21 |

SCHEDULE

| |
|--|
| Name(s) Of Person(s) Or Organization(s): |
| Any Principal wherein such waiver has been included before as part of a contractual undertaking by the Named Insured |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

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

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

Schedule

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

**SCHEDULE E
KEY PERSONNEL**

(ATTACHED HERETO AND INCORPORATED HEREIN)

KEY PERSONNEL MATRIX

| DISCIPLINE | STAFF | | | | | |
|----------------------------|------------------|---------------------|-------------------|------------------|---------------|----------------------|
| | Armani Alejandre | Steven Barczak, PLS | William Myers Jr. | Joseph Verdaguer | Nick Wildhalm | Aleksander Zgonjanin |
| Local to Chicagoland Area | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Year Joined GSG | 2021 | 202 | 202 | 202 | 201 | 202 |
| Years in Industry | 3 | 32 | 35 | 20 | 14 | 31 |
| Professional Land Surveyor | | ✓ | | | | |



Steven Barczak, PLS

Survey Project Manager

Mr. Barczak has over 30 years of land surveying experience in public and private-sector projects. He has worked as a Field Technician, Crew Chief, Project Manager, Senior Project Surveyor and Survey Manager. He has conducted ALTA surveys, topographic surveys, boundary surveys, IDOT route surveys, GPS data collection and plat preparation. Mr. Barczak is a Professionally Licensed Surveyor in Illinois, Wisconsin, Minnesota and Colorado.

EXPERIENCE

- 32 Years

AREAS OF EXPERTISE

- Topographic Surveys
- ALTA/NSPS Surveys
- Boundary Surveys
- GPS Data Collection
- IDOT Route Surveys
- Plats Preparation

EDUCATION

- Bachelor of Science, Engineering Technology, Southern Illinois University

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Professional Land Surveyor, Illinois, 035-003269
- Professional Land Surveyor, Wisconsin, 2990-008
- Professional Land Surveyor, Minnesota, 48262
- Professional Land Surveyor, Colorado

RELEVANT PROJECT EXPERIENCE

Chicago Public Schools, William Dever Elementary School Boundary Survey, (April 2010), Chicago, IL

Survey Project Manager

Mr. Barczak prepared a Plat of Survey and supervised the survey field crews and the office work in the coordination and execution of the boundary survey. Travis Petersen, Coyne + Associates Architects, 2417 West Homer Street, Chicago, IL 60647, (773) 772-1780.

Chicago Public Schools, Bond School Boundary and Topographic Survey, (2010), Chicago, IL

Survey Project Manager

Mr. Barczak prepared a boundary and topographic survey and supervised the survey field crews and the office work in the coordination and execution of the survey. Travis Petersen, Coyne + Associates Architects, 2417 West Homer Street, Chicago, IL 60647, (773) 772-1780.

Chicago Public Schools - Alex Haley School Boundary Survey, (June 2009), Chicago, IL

Survey Project Manager

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

Chicago Public Schools, Harper High School Boundary and Topographic Survey (August 2008), Chicago, IL

Survey Project Manager

Mr. Barczak prepared a boundary and topographic survey and supervised the survey field crews and the office work in the coordination and execution of the survey. Mark Miller, HOH Architects, Inc., 55 East Jackson Blvd, Suite 600, Chicago, IL 60604, (312) 424-3645.

Chicago Public Schools - Copernicus Elementary School Boundary and Topographic Survey, (August 2008), Chicago, IL

Survey Project Manager

Mr. Barczak was responsible for preparing a Boundary and Topographic Survey of Copernicus School, and for supervising the survey field crews and the office work in the coordination and execution of the survey. Mark Miller, HOH Architects, Inc., 55 East Jackson Blvd, Suite 600, Chicago, IL 60604, (312) 424-3645.

Chicago Public Schools, Dunbar High School Boundary Survey, (December 2009), Chicago, IL

Survey Project Manager

Mr. Barczak was responsible for preparing a Plat of Survey of Dunbar High School, and for supervising the survey field crews and the office work in the coordination and execution of the boundary survey. Yousuf K. Ghori, Ileki Associates, 205 West Wacker Drive, Suite 730, Chicago, IL 60606, (312) 419-0009.

Planning Resources, Inc. for the Chicago Park District, Buckthorn Park Playlot Expansion, Chicago, IL

Survey Project Manager

Mr. Barczak was responsible for preparing a Boundary and Topographic Survey for the Buckthorn Park renovation, performing field work, supervising the survey field crews and the office work in the coordination and execution of the survey. Mr. Barczak also prepared a Plat of Closure for Public Streets of South Calumet Avenue. Ryan Alexander, Landscape Designer, Planning Resources, Inc., 402 W. Liberty Drive, Wheaton, IL 60187, (630) 668-3788.

WRD Environmental, Inc. for the Chicago Park District, Read-Dunning Park (Park #580), Chicago, IL

Survey Project Manager

Mr. Barczak was responsible for preparing a Boundary and Topographic Survey for the Read-Dunning Park site, supervising the survey field crews and the office work in the coordination and execution of the survey. Ernesto Huaracha, Director of Build Management, WRD Environmental, Inc., 445 N. Sacramento Blvd. Suite 201, Chicago, IL 60612 (773) 722-9870.

Conservation Design Forum for the Chicago Park District, Starr Park, Chicago, IL

Survey Project Manager

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

City of Chicago Dept. of Water Management (CDWM) Master Consulting Agreement for Sewer Design Services, (August 2015 – 2016)

Survey Project Manager

Mr. Barczak was responsible for preparing the Topographic Surveys of the sites and supervised the survey field crews and the office work in the coordination and execution of the surveys. Mr. Sid Osakada, Department of Water Management; Bureau of Engineering Services – Sewer Section, 1000 East Ohio Street, Room 313, Chicago, IL 60611, (312) 744 – 0344, Sid.Osakada@cityofchicago.org.

Rubinos & Mesia Engineers, Inc. (RME) for the City of Chicago Dept. of Water Management (CDWM) Master Consulting Agreement for Sewer Design Services, (October 2014 – 2016)

Survey Project Manager

Mr. Barczak was responsible for preparing the Topographic Surveys of the sites and supervised the survey field crews and the office work in the coordination and execution of the surveys. Andrew Wynn, Rubinos & Mesia Engineers, Inc., 200 South Michigan Avenue, Suite 1500, Chicago, IL 60604, (312) 870-6600.

City of Chicago Department of Water Management, Chicago, Illinois (2016)

Survey Project Manager

This project consists of topographic survey for various water main replacement projects in the City of Chicago. Mr. Barczak supervised the field work and performed QA/QC of the field data deliverables. William Fleming, GRAEF, 8501 West Higgins Road, Suite 280, Chicago, IL (773) 399-0112.

City of Chicago, Department of Water Management, Chicago, Illinois. (April 2015 – 2016)

Survey Project Manager

This project consists of topographic survey and base drawings production for various water main replacement projects in the City of Chicago. Mr. Barczak supervised the field and office work preparation of the base drawing deliverables. Brian Gillett, Christopher B. Burke Engineering, Ltd, 9575 West Higgins Road, Suite 600, Rosemont, IL (847) 823-0500.

City of Chicago Dept. of Water Management (COWM) Master Consulting Agreement for Sewer Design Services, (March – December 2012)

Survey Project Manager

Mr. Barczak was responsible for preparing the Topographic Surveys of the sites and supervised the survey field crews and the office work in the coordination and execution of the surveys. Mr. Sid Osakada, Department of Water Management; Bureau of Engineering Services – Sewer Section, 1000 East Ohio Street, Room 313, Chicago, IL 60611, (312) 744 – 0344, Sid.Osakada@cityofchicago.org.



William Cussen, P.E.

Civil Design Manager

EXPERIENCE

- 30 Years
- Joined GSG in 2016

AREAS OF EXPERTISE

- Site Development Services
- Municipal Engineering
- Civil Engineering
- Environmental Engineering
- Entitlements and Permitting
- Construction Services

EDUCATION

- Bachelor of Science, Civil Engineering, The University of Illinois, Chicago, IL, 1993

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Engineer - Illinois, 062.052379
- Licensed Professional Engineer - Wisconsin, Indiana, Michigan, Iowa, Nebraska, and Arizona
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Mr. Cussen possesses a diverse range of civil engineering management, design, permitting, and construction experience. As Civil Design Manager, he has managed engineering design for numerous site development projects, with scopes that included: client representation at public meetings; surveying; site grading and detention; site investigation and feasibility studies; municipal requirements; site constraints; access issues; stormwater issues; storm and sanitary sewer design; water main design; off-site storm, sanitary, and water main extensions; and construction observations and permitting. He has managed residential, retail, commercial, institutional, industrial, and healthcare developments, including zoning entitlements, development permits, and as-built drawings. Mr. Cussen has managed projects for municipal clients, which entailed planning, designing, permitting, and construction phase services including drainage and grading, paving, water mains, sanitary sewers, storm sewers, detention facilities, and overall project coordination. His approach includes effective listening and communication with the client and stakeholders, whose input and direction influence the successful completion of projects.

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc., May 2016 - Present

Illinois State Tollway Authority, I-88 M – 8 Access Detention and Drainage, Contract # RR – 13 - 4151 between Mile Post 117.25 and 118.25 – Kane County, IL

Project Manager

Served as the Project Manager for the I-88 M – 8 access drainage improvements. This project included the production of the location drainage study and plans and the hydraulic report for the M – 8 Maintenance facility access ramp for westbound I-88. The project also included identifying existing detention volumes and developing detention options for the required additional detention due to the new impervious area. Hydraulic analysis was performed according to the Illinois State Highway Tollway Authority drainage design criteria, performing TR20 models to calculate detention storage required for the 100-year storm events for the proposed condition according to bulletin 70 and also designing a new detention facility for portions of the new ramp which is at an elevation below the existing detention facility bottom. Responsibilities also included modifications to the existing storm sewer system and existing control structure, and designing a new storm sewer for the outflow from the new detention system and the area tributary to the new detention facility.

Bloomington Township Highway Department, 2018 Resurfacing Program – Bloomington Township, IL

Client / Senior Project Manager

Managed design, bidding, and construction services for a \$700,000 street program for residential streets. Improvements included resurfacing of asphalt streets, asphalt removal & milling, pavement patching, bituminous leveling binder and surface course, curb & gutter repairs, and striping. Bid documents and specifications were provided to the Township for approval.

Village of Hinsdale, 2018 North Infrastructure Improvement Program – Hinsdale, IL (2017)

Project Manager

Managed design and bidding services for a \$7.3 Million street program for residential streets funded using Bond funds. Improvements included resurfacing of asphalt streets, asphalt removal & milling, pavement patching, bituminous leveling binder and surface course, curb & gutter repairs, storm sewer improvements, sanitary sewer repairs, sanitary sewer lining, and water main replacements. Bid documents and specifications along with plans were provided to the Village for approval.

Village of Hinsdale, 2018 South Infrastructure Improvement Program – Hinsdale, IL (2017)

Project Manager

Managed design and bidding services for a \$6.2 Million street program for residential funded using Bond funds. Improvements included resurfacing of asphalt streets, asphalt removal & milling, pavement patching, bituminous leveling binder and surface course, curb & gutter repairs, storm sewer improvements, sanitary sewer repairs, sanitary sewer lining, and water main replacement. The concrete street improvements included full reconstruction of one concrete street and concrete patching. Removed and replaced damaged curb & gutter, sidewalk, and driveway construction. Bid documents and specifications along with plans were provided to the Village for approval.

PREVIOUS PROJECT EXPERIENCE

Village of Schaumburg, Martingale Road – Schaumburg, IL (1998-1999)

Project Engineer

Responsible for storm sewer design of an approximately 1-mile reconstruction of an existing roadway. Improvements included the addition of dedicated turn lanes, new storm sewers to accommodate the additional flows from the additional pavement area, new drainage patterns due to profile changes, and superelevation at the curves in the new alignment.

Metra Railroad, 80th Avenue Station – Tinley Park, IL (1998-1999)

Project Engineer

Responsible for the survey, engineering design, and permitting for a commuter parking lot addition to the existing station. Improvements included mass grading, storm sewers, modifications to the existing detention pond, and an auto parking lot by the Village of Tinley Park and the Metropolitan Water Reclamation District of Greater Chicago stormwater requirements.

Metra Railroad, Big Timber Road Station – Elgin, IL (1994-1995)

Project Engineer

Responsible for an environmental assessment report for the expansion of the existing parking facility, engineering design, and permitting. Improvements included mass grading, storm sewers, and an auto parking lot by the City of Elgin.

CSX Railroad, Intermodal Facility – Walbridge, OH (1999-2000)

Project Engineer

Responsible for the engineering design of an intermodal facility. Improvements included mass grading, stormwater drainage, gravel trailer parking area, maintenance and fueling pad for the intermodal picker, and an asphalt pavement section adjacent to the rail tracks for the picker to travel on to load and unload the rail cars.

Village of Villa Park, 2015 Resurfacing Program and Concrete Street Improvement Program – Villa Park, IL

Client / Senior Project Manager

Managed design services for a \$2.8 Million street program for residential streets and commercial streets funded using Bond funds. Improvements included resurfacing of asphalt streets, asphalt removal & milling, pavement patching, bituminous leveling binder and surface course, curb & gutter repairs, storm sewer improvements, and striping. The concrete street improvement program included full reconstruction of one concrete street, concrete patching, and surface diamond grinding of four other streets. Removed and replaced damaged curb & gutter, sidewalk, and driveway construction. Bid documents and specifications along with plans were provided to the Village for approval and bidding.

Residential Projects

- Nelson Meadow – Downers Grove, IL
- Liberty Square – Mt. Prospect, IL
- Laramie Park – Skokie, IL
- West Lake – Cary, IL
- Laurel Meadows – New Lenox, IL
- Flint Crossing – Lake Zurich

Aleksander Zgonjanin

Survey Party Chief



EXPERIENCE

- 31 Years
- Joined GSG in 2023

AREAS OF EXPERTISE

- Surveying

EDUCATION

University of Belgrade, Serbia

Mr. Zgonjanin has 31 years of experience as a surveyor. Throughout his career, he has provided clients with multiple services including topographic surveys, base drawings, subdivision calculations, plats, and quality control.

RELEVANT PROJECT EXPERIENCE

Illinois Department of Transportation, I-94 at Old Orchard Road:

Instrument Person

He performed a topographic survey on I-94 under Old Orchard Road, on the entrance/exit ramps and on Old Orchard Road. The work included surveying the existing roadway and piers and beams on I-94 under Old Orchard Road, surveying the entrance and exit ramps at 50' intervals, and surveying Old Orchard Road at 50' intervals.

Illinois Department of Transportation, IL 47, South of IL 176 to Reed Road

Instrument Person

Mr. Zgonjanin provided Phase II engineering services, as required, for preparation of contract plans, specifications, survey, and cost estimates for the widening and resurfacing of IL 47 in each direction from south of IL 176 to Reed Road, a length of 4.2 miles.

James McHugh Construction, General Iron Industries New Scrap Metal Recycling

Facility:

Instrument Person

He handled the Design-Build planning, design and permitting services for the new scrap metal recycling operations facility. The new plant will be constructed on a 25-acre former steel manufacturing site and will include two 40,000 SF pre-manufactured buildings and an 8,500 SF office building, as well as a 24,000 SF equipment containment structure with an option to increase one of the 40,000 SF buildings to 80,000 SF

Chicago Department of Water Management, Topographic Survey & Base Drawings

Instrument Person

He conducted a Topographic Survey and Base Mapping of Various Streets throughout the City of Chicago for watermain replacement. The work included topographic survey services for a number of CDOWM projects throughout the City of Chicago for the Chicago Department of Water Management, Survey work performed includes location of all visible surface features, such as pavement centerline location and elevation, landscaping, sanitary sewer manholes, water valves, underground utilities, and traffic control.

Village of Bolingbrook, Rodeo Drive Phase I/II:

Instrument Person

Provided Phase I and Phase II engineering services to the Village of Bolingbrook for the reconstruction of approximately 1.5 miles of Rodeo Drive from Naperville Plainfield Road to Kings Road. The project was processed through the Illinois Department of Transportation (IDOT) Bureau of Local Roads, following FHWA policies and procedures. Proposed improvements to Rodeo Drive will include complete reconstruction of the existing two-lane facility to a four-lane facility with additional channelization as required. The project included hydraulic and structural evaluation for the extension of the structure carrying Rodeo Drive (119th Street) over Lily Cache Creek to accommodate a widened roadway cross-section light poles, laying off all electrical cable, and the connections along I-57 NB and SB from IL Route 30 to Peotone road.

Elion Partners, Ridgeport Logistics Center:

Instrument Person

The Ridgeport Logistics Center Services included design, permitting, and coordination for improvements to the Lorenzo Road interchange at I-55 including Traffic Impact Studies, Intersection Design Studies and Contract Documents; survey, planning, design, construction

documents and permitting for two new segments of Elion Boulevard within RLC (1,850 FT and 5,400 FT); and survey, planning, design, construction documents and permitting for Tower Road connection between Graaskamp Boulevard and Elion Boulevard within RLC (2,000 FT).

Village of Lakemoor, IL 120 and IL 59/ US 12:

Instrument Person

Conducted a Topographic Survey and cross sections for the roadway improvements and proposed bypass storm sewer on IL 120 and IL 59/ US12. Additionally, established the existing Right of Way for both IL 120 and IL 59/US 12, Right of Way and Topographic Survey for IL 120 from Volo Village Road, west of IL 59 to 1,600' east of IL 59 and for IL 59/US 12 from Volo Village Road, north of IL 120 to 1,600' south of IL 120 (approximately 7,500 FT in length).

DuPage County, DU-COMM Land Surveying:

Instrument Person

Conducted a Topographic survey for approximately 32 acres of the west portion of the campus for facility improvements. The work included topographic survey for a large portion of the Government Campus for the County of DuPage. Survey work performed included location of all visible surface features, buildings, landscaping, sewer manholes, water valves, fences, evidence of underground utilities and stream cross sections. The site was surveyed at approximate 25-foot intervals to capture the many changes in relief.

City of Rockford, Topographic and Boundary Survey:

Instrument Person

He performed a Topographic survey and boundary survey for Spring Creek Road from IL 251 to Spring Brook Avenue (approximately 10,000 FT in length). The work included a survey the existing roadway and extended to 35' from the back of curb both north and south of the roadway, establishing a centerline baseline, establishing property lines and existing right-of-way and indicated the PIN numbers for each parcel, surveying Roadway Cross-sections at 50' intervals, and obtaining tree sizes within the survey limits.

Related Midwest, Inc., Roosevelt/Clark Development - Railroad Relocation:

Instrument Person

He was responsible for surveying services for the relocation of the Metra Rock Island tracks through the Roosevelt Clark Development. The scope of services for this project includes design of construction plans and technical specifications for the enclosure of the relocated Metra Rock Island tracks from the south side of Roosevelt Road to the North Side of future 15th Street. The superstructure of the enclosure will span the width of the Metra easement and be designed to carry HS-20 loading.

Illinois Department of Transportation, I-55 at IL 59 Access Project:

Instrument Person

Provided engineering, environmental and public involvement services to Illinois Department of Transportation for the I-55 Study from I-80 to US 52. As part of this access project, survey information was taken at four different study areas to provide data for the various models and calculations required for a variety of reports.

Village of Steger, Hydrologic and Hydraulic Study:

Instrument Person

Mr. Zgonjanin was responsible for obtaining survey data for the creation of a storm water atlas for the Village of Steger. This data was placed into an ArcGIS database and was used to model the storm sewer.

CN, Rocky Run to Auburndale Double Track:

Instrument Person

He was responsible for surveying services for the design of the Rocky Run to Auburndale Double Track Superior Sub and Waupaca Double Track – Neenah Sub. The scope of work included topographic survey, track alignment design, right-of-way impacts, and a utility study.



Sarah Skowronski, Arborist

Environmental Scientist

Ms. Skowronski has five years of experience in environmental-related projects. Her main roles include Geographic Information Systems (GIS) and vegetation monitoring support. Her experience includes performing wetland delineations, floristic quality assessments, and collecting, digitizing, and maintaining tree inventory databases. She specializes in creating and maintaining asset-based GIS databases as well as map creation for projects related to wetlands, tree surveys, & environmental surveys.

EXPERIENCE

- 5 Years
- Joined GSG in 2021

AREAS OF EXPERTISE

- Geographic Information Systems
- Municipal Tree Surveys
- Wetland Delineations
- Natural Areas Restoration
- Vegetation Monitoring
- Landscape Design
- ESRI software

EDUCATION

- Professional Certificate, Geographic Information Systems, Harper College, Palatine, IL
- Bachelor of Science, Integrative Biology, the University of Illinois Urbana- Champaign, Urbana, IL

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- ISA Certified Arborist, Certification No. IL-9854A

RELEVANT PROJECT EXPERIENCE

Illinois Tollway Highway Authority

General Engineering Consultant, GIS Specialist

Created an asset-based geodatabase to track and manage tree populations installed in past and present tollway contracts in addition to digitizing all available assets from recent contracts including trees, shrubs, and planting beds. Assisted in GIS-related tasks which required geodatabase maintenance and digitization of Tollway assets.

Maple Avenue Culvert Replacement – Medinah, IL

Environmental Scientist

Assisted in the delineation of the Ordinary High Water Mark on a regulatory stream in DuPage County, IL. Prepared and submitted all documents necessary for obtaining a wetland determination, stormwater certification and construction permit. Serve as lead coordinator for any future permitting steps.

Don’s Welding Property Development – Wauconda, IL

Environmental Scientist

Assisted in the delineation of a wetland on private property in Lake County, IL. Prepared and submitted all documents necessary for obtaining a PJD request. Serve as lead coordinator for future permitting steps.

Sauk Village Bike Path Project – Sauk Village, IL

Environmental Scientist

Assisted in the delineation of seven wetlands and two jurisdictional streams for the Cook County Department of Transportation & Highways. Prepared all related exhibits required for permitting with the necessary state and federal governmental agencies.

Oak Forest Hospital Development Project – Oak Forest, IL

Environmental Scientist

Assisted in the delineation of seven wetlands for the Cook County Health & Hospital Systems in addition to performing a tree survey on the 100+ acre site. Prepared all related exhibits required for permitting with the necessary state and federal governmental agencies.

IL-390 Wetland Delineation & Permitting Reports

Environmental Scientist

Assisted in the delineation of four wetlands for the IL Tollway Authority. Prepared all related exhibits required for permitting with the necessary state and federal governmental agencies.

McConnor Parkway Expansion Project – Schaumburg, IL

Environmental Scientist

Assisted in the delineation of four wetlands for a private firm. Prepared all related exhibits required for permitting with the necessary state and federal governmental agencies.

St. Johns Av. Bridge Wetland Delineation – Highland Park, IL

Environmental Scientist

Assisted in the delineation of a wetland and stream for the City of Highland Park and served as lead for the tree survey in the surrounding naturalized area required for permitting of a bridge reconstruction project. Prepared all related exhibits required for permitting with the necessary state and federal governmental agencies.

Milwaukee Ave. Interchange Study – Glenview, IL

Environmental Scientist

Assisted in a wetland delineation to identify potential regulated waters within the proposed Milwaukee Ave/Interstate 294 interchange corridor. Wetlands and streams within the corridor were inventoried and analyzed for jurisdictional status.

Metra Bridge A318 Bridge Replacement and Upgrade – Green Oaks, IL

Environmental Scientist

Assisted in a wetland delineation to identify potential regulated waters within the proposed rail bridge expansion corridor. Wetlands and streams within the study area were inventoried and analyzed for jurisdictional status. A tree survey was completed using a GPS to identify the location, type, and condition of trees within the study area.

Western Ave. Bridge Replacement Regulatory Coordination – Chicago, IL

Environmental Scientist

Coordinated inter-agency communication and documentation to allow for USCG, USACE and City of Chicago approval for the upgraded Western Ave. and Western Blvd bridge structure over the Sanitary Ship Canal in the City of Chicago. Performed a wetland and WOUS delineation to identify regulated waters within the Project Area.

Dundee Township Park District

Park Specialist

Design, supervise, and maintain all annual, perennial, and native plant installations/beds within the district that includes over 20 parks. Maintain the district's tree inventory geodatabase of over 2,500 trees. Lead all restoration procedures and supervised maintenance contracts for the district's natural areas which include over 20+ acres of woodlands, prairies, and wetlands.

Graf Tree Care

Forest Survey Technician

Inventory and inspect trees within urban and naturalized forest areas. Data collected using ArcCollector included species, health data, and future maintenance recommendations according to arborist standards. Performed QA/QC analyses of the data using ESRI software to create functional geodatabases for clients to develop maintenance schedules and reforestation plans.

Blackberry Creek Headwaters Wetland Mitigation Bank: Campton Township, IL

Field Ecologist

Served as crew lead for the installation of over 150,000 native plant plugs over 90 acres of newly restored wetlands. Supervised a crew of over 20 seasonal crew members.



Anika Goxharaj

Civil Engineer

Ms. Goxharaj's expertise in the civil engineering industry lies in AutoCAD, civil engineering, and technical drawing. She graduated from Polytechnic Tirana University with a Bachelor of Science in Civil Engineering. Ms. Goxharaj specializes in AutoCAD, civil engineering, and technical drawing. She also has experience creating plat of surveys, Alta surveys, and as-built surveys.

EXPERIENCE

- 15 Years
- Joined GSG in 2022

AREAS OF EXPERTISE

- AutoCAD
- Civil Engineering
- Technical Drawing

EDUCATION

- Bachelor of Science, Civil Engineering, Polytechnic Tirana University, Tirana, Albania, 2008

SKILLS

- AutoCAD
 - CIVIL 3D
 - Microsoft Office
 - MS Project
- Languages
- English – Full professional proficiency
 - Italian - Intermediate

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., June 2022 – Present

PREVIOUS WORK EXPERIENCE

UNITED SURVEY SERVICE, Central Avenue, River Forest, Illinois, August 2020 – 2022

Survey Drafter - for residential and commercial properties

- Create technical drawings based on notes and sketches from the surveyor
- Cad drawing includes Plat of surveys, Alta Surveys, Topography, As-Built, etc.

ALBSTAR L.T.D, Tirana, Albania, July 2009– January 2018

Project Engineer

- Preparation of Measurement Sheets, Interim Payment, workshop drawings, temporary works drawings, site-related design drawings, and construction method statements.
- Correspondence in a room with Supervisors etc.
- Perform project estimating and prepare project reports and timelines.
- Monitor job costs and production to ensure the proposed project timeline is achieved.
- Coordinate project needs with the site superintendent and company management.
- Reads and studies all project-related documents (bid, design prints, submittals, etc.) to gain a thorough understanding of the project scope.
- Maintains project files for quick access and future reference, tracking spreadsheets, and other measurable metrics.
- Assists the Project Manager with performing takeoffs and obtaining quotes for required subs, materials, etc. that are required throughout the project.
- Attends the daily planning meetings and prepares meeting notes to document and communicate to Project Manager and Client, and the weekly Onsite Progress meeting with the client and takes/distributes meeting minutes following the Project Manager's instructions.
- Assist in the preparation and review of resource scheduling within the three-week look ahead schedule.
- Read and understand drawings.

ABS Ltd, Tirana, Albania, March 2007– July 2009

Civil Engineer/Draft Person

Preparation of drawings for civil and industrial construction.

PREVIOUS PROJECT EXPERIENCE

Construction of Replacement Roads and Bridges, Section 3A, Construction of Replacement of Roads and Bridges, Section 04, January 2015 - January 2018

Civil Engineer

Project value \$35 million. Total length 14 + 840 km Construction of 11 new bridges and excavations, drainage (drains, culverts, etc.), concrete walls, green retaining wall, soil nailing, fills, subgrade, sub-base- base course, and asphalt concrete.

Water Supply and Sewerage Prishtina II-Rehabilitation of WTP Badovc, Installation of WSS System and test Benches, October 2013 –January 2015

Civil Engineer

Project value \$ 8 million. The work consisted of the Installation of a new Transmission Main, DN 700, DCI, K9, PN 10, from Lake Badovc to the Pumping Station with a length of 720 m and the replacement of Steel Pipe DN 700 and Gate Valve (DN 700) inside Tunnel/Dam with a length of 440 m, demolition of reinforced concrete Valve Chamber and installation of new reinforced concrete Valve Chamber.

“WWTP Measures in the City of Korca” Asphaltting of Road Rehabilitation “Sewerage in the City of Korca, Phase III”, July 2009 – October 2013

Civil Engineer

Project value \$ 3 million. The works comprise excavations, earthworks of WTP as per project, sub-base-base course, and asphalt concrete rehabilitation works.



John L. Cagney

GIS Specialist

Mr. Cagney is GIS Specialist who has been working for GSG since 2022. His expertise lies in GIS services, inventory management, and logistics. He has worked as a staff geologist and a logistics IT Intern.

EXPERIENCE

- 3 Years
- Joined GSG in 2022

AREAS OF EXPERTISE

- ArcGIS Pro
- Inventory Management System

EDUCATION

- Bachelor of Science, Geography, The University of Alabama, Tuscaloosa, AL, 2022
- Downers Grove North High School, Downers Grove, IL, 2018

SKILLS

SOFTWARE

- Microsoft Word
- Adobe Photoshop
- Dreamweaver
- ArcGIS Pro
- Microsoft Access
- Microsoft Excel
- Microsoft Office
- Adobe Illustrator
- Inventory Management Systems
- Exposure to Programming languages C, C++, Python, HTML, CSS

LANGUAGES

- Spanish, Elementary Proficiency

RELEVANT WORK EXPERIENCE

GSG Consultants Inc., June 2022 - Present

GIS Specialist

PREVIOUS WORK EXPERIENCE

Quality Transport Company, Freeport, IL, June 2018 – Aug 2018

Logistics IT Intern

Reviewed the system of shop inventory to come up with a manual inventory system that could be transferred to inventory control software. Trained others to use the system.

Quality Transport Company, Freeport, IL

Logistics IT Intern

Organized 150,000-square-foot warehouses to operate more efficiently. Created warehouse zones to help bridge between manual and automated organization processes. Researched the applicability of commercial warehouse management software.

PROJECTS

Crimson Promenade, University of Alabama, Jan. 2022 to Current

Working with the University to map out donor bricks. This involved developing a webpage and making a map to show donors where their bricks are located so that they can find them when they visit.

Eagle Scout Project, 2017

Worked with the American Legion Post 80 in Downers Grove to relocate bee hives and provide a habitat for the bees. The honey is sold by the American Legion to support veterans. This project incorporated organizing volunteers, tracking costs and hours, and leading the execution.



Ihab Shaheen

Civil Engineer/Geosensing Systems Specialist

Mr. Shaheen is a civil engineer and geo sensing systems specialist. As an analytical and results-oriented professional, he demonstrated strong background in ArcGIS Products, proposing improvements and driving the success of major infrastructure projects within strict timelines.

EXPERIENCE

- 5 Years
- Joined GSG in 2023

AREAS OF EXPERTISE

- Geoscience
- Cadastral Surveys
-

EDUCATION

- Master of Science, Geosensing Engineering, University of Houston, Houston, Texas, 2022
GPA: 3.25/4.0
- Bachelor's Degree in Science, Civil Engineering, Palestinian Polytechnic University, Hebron, Palestinian Territories, 2017
GPA: 3.4/4.0

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Geographical Information Science (GIS)
- IRIS Seismology Skill Building

SKILLS

- Autodesk AutoCAD, Envi, ArcGIS Pro, Civil 3D, ArcMap, Esri Products, MS Office suite (Software)
- Linear/Logistic Regression, Clustering, K-means clustering (Statistical Machine learning)
- TensorFlow, Neural Networks, PyTorch (Unsupervised Machine Learning)
- Stonex, Trimble and Leica, Total Stations, GNSS, and LiDAR (Survey Instruments)
- Python (Programming Language)

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., Schaumburg, Illinois May 2023

Geoscience Specialist

PREVIOUS WORK EXPERIENCE

Groma Geosystems, Ramallah, West Bank, 2017 -2022

Geoscience Engineer – Project Manager for the Cadastral Surveys

Mr. Shaheen's work included the following:

- Developed customized presentation-quality graphic map products for governmental departments.
- Interpreted and analyzed aerial photography, making comparisons to other spatial data sources.
- Utilized trigonometry, coordinate geometry, and cadastral mapping standards to evaluate/feed data into GIS.
- Executed multiple tasks, including geodatabase designing, maintenance, and documentation for operational effectiveness.
- Generated final maps by measuring survey points, deploying GNSS device, drawing AutoCAD sheets, and finally exporting to ArcMap, ArcGIS Pro.

Site Engineer - Managed site utilities upgrades and installations.

Mr. Shaheen worked on the following:

- Developed shop drawings using AutoCAD Civil 3D, designing, and modifying GIS layouts, field measurements, and utility installation coordinator.
- Delivered constructive input in the installation of "Domestic water, rainwater collection, drainage, wastewater drainage, and treated water for irrigation pipes network, in addition to electricity.

GIS Engineer - Led GIS and Cartography team.

As GIS Engineer, Mr. Shaheen did the following:

- Analyzed and validated the data and assembled new content from various sources.
- Provided remarkable support in the creation, implementation, and operation of the city GIS system on an ongoing basis.
- Performed online map creation, configuration, and site administration duties in ArcGIS Online for use in web browsers and mobile applications.

Geodetic - GNSS Service Network and Instruments

Mr. Shaheen's work included the following:

- Utilized a Collimator system for leveling to calibrate various survey instruments, such as theodolite and total station.
- Envisioned and designed the process of the GNSS-CORS network Liaised with international companies "GEO++, Germany.
- Delivered valuable input in marketing, selling, and customer training to different types of survey instruments, starting from all types of Levels instruments, including Total station, GNSS, and survey application.



Mohammad Abandah, Ph.D., EIT

Civil Engineer

Dr. Abandah is a highly motivated structural engineer with strong design, analytical, technical, and problem-solving skills obtained from academic and work experience relevant to the structural engineering industry.

EXPERIENCE

- 4 Years
- Joined GSG in 2022

AREAS OF EXPERTISE

- FEA: ABASQUS and ANSYS
- SAP2000
- ETABS
- AutoCAD
- SAFE
- MATLAB
- MathCad
- AASHTO: AASHTO LRFD Bridge Design Manual
- ACI 318/PCI: Building Code Requirement for Structural Concrete
- AISC: Steel Construction Manual
- ASCE 7: Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ASTM: Standard Specifications for the design and construction of various structures

EDUCATION

- Doctorate of Philosophy, Structural, and Material Engineering, The University of Illinois at Chicago (UIC), 2022
- Master of Science, Civil, and Structural Engineering, University of Florida (UFL), Gainesville, Florida, 2019
- Bachelor of Science, Civil Engineering, Jordan University of Science and Technology (JUST), Irbid, Jordan, 2016

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- PE Civil (Structural) Passed NCEES exam under Illinois PE Board March 09, 2022
- EIT Registered as Engineer In Training under Illinois Board January 04, 2022
- Aerial Work Platform

RELEVANT WORK EXPERIENCE

GSG Consultants, Inc., October 2022 – Present

Metra Bridge Load Rating – Various Locations, Illinois Structural Engineer

Dr. Abandah was a team member supporting the Metra Structural Inspection work. A total of 362 bridges were inspected across 5 Metra districts, and services included documenting defects, uploading data into a form in the GIS cloud, and review of collected data. Dr. Abandah's responsibilities included reviewing structural calculations and oversight of the collected data.

PREVIOUS WORK EXPERIENCE

University Of Illinois at Chicago (UIC) Chicago, IL

Graduate Research Assistant

- Assisting in managing research projects through all stages including concept, implementation, experimental testing, finite element modeling, and data analysis (Bridge decks reinforced with basalt fiber polymer and experimental and analytical of concrete geo-polymer crossties).
- Computing Finite Element Modeling (FEM) to calibrate and validate experimental testing using ABAQUS software.
- Performing Numerical and Statistical Evaluation of Reinforcement Parameters on Punching Shear Capacity for Laterally Restrained FRP-Reinforced Concrete Bridge Decks
- Assess the flexural behavior of BFRP-reinforced concrete bridge deck slabs
- Developing a design guide for standard concrete bridge decks reinforced with BFRP using Mathcad
- Assisted in experimental testing for seismic investigation of masonry wall retrofitted with BFRP textile sheet and high-strength mortar.
- Assisted in writing proposals for research grants to increase the research opportunities and provide financial support to the projects
- Drafting and preparation of construction plans.
- Developing generalized MathCad sheets for design procedures according to current codes

Graduate Teaching Assistants

- Assess in lecturing and preparing class notes for various courses (Reinforced Concrete, Pre-stress concrete, Design of Masonry Structures, Design of Wood Structure).
- Grade weekly homework assignments, quizzes, term projects, and midterm exams for several courses.
- Provide detailed key solutions for homework assignments, quizzes, and exams using MathCad
- Utilize various approaches of instruction and assessment to meet individual student needs, and substitute to lecture the class as needed.

University of Florida (UFL) Gainesville, FL

Hourly base Researcher

- Run Empirical Regression Analysis of field data to relate different variables.
- Write a daily memorandum about the group's daily accomplishments.
- Assist in making a poster for the university symposium.

LINA MUTLAQ ENGINEERING OFFICE Irbid, Jordan

Civil Engineer

- Daily management of the site, including supervising and monitoring the site labor force.
- Draft blueprint design plans and diagrams for builders to follow.
- Use the latest software such as Revit Structure, ETABS, SAFE, SAP2000, PROKON, and AutoCAD.
- Design residential buildings and small villas.

William Myers Jr.

Designer



EXPERIENCE

- 35 Years
- Joined GSG in 2023

AREAS OF EXPERTISE

- Survey
- Design

Mr. Myers has 35 years of expertise regarding surveying and designing services. He brings experience working with many different local agencies as well as extensive knowledge in these fields. He has worked with many local government agencies as well and has created many lasting relationships while providing excellent service.

RELEVANT PROJECT EXPERIENCE

City of Chicago Department of Water Management (CDWM) Topographic and Boundary Survey for Water Main Replacement (2017 – 2019):

Designer

Responsible for creating Base Maps from Topographic Surveys for use in designing new Water Main for the City of Chicago. The drawings were prepared in Microstation electronically using CDWM standards. Responsibilities included creating proposals, spreadsheet data entry, field data upload and conversion, base map drafting, submittal preparation, file management, and surveying.

DuPage County DU-COMM Land Surveying (2016 – 2017):

Designer

Conducted a Topographic survey for approximately 32 acres of the west portion of the campus for facility improvements. The work included topographic survey for a large portion of the Government Campus for the County of DuPage. Survey work performed included location of all visible surface features, buildings, landscaping, sewer manholes, water valves, fences, and evidence of underground utilities and stream cross sections. The site was surveyed at approximate 25-foot intervals to capture the many changes in relief.

DuPage County Government West Campus Staking (2017 – 2019):

Surveyor

Responsible for surveying services and construction staking occurring on the DuPage County Government Campus in Wheaton, IL.

Illinois Department of Transportation I-55 at IL 59 Access Project (2018):

Surveyor

Responsible for engineering, environmental, and public involvement services to Illinois Department of Transportation for the I-55 Study from I-80 to US 52. As part of this study, surveying was conducted at the four project locations: the I-55 at IL 59 Interchange, Olympic Boulevard, US 52, and Seil Road.

Soltage Power Stations (2017 – 2020):

Designer

Responsible for providing site assessment, screening and other related due-diligence services for Soltage, a solar energy development firm, evaluating various sites in Illinois for possible solar energy development. This work involved completing a desktop review of the various available online database sites including environmental, geological, topographical, and historical and other websites to assess the feasibility of solar energy development on the various properties under consideration. Additional due-diligence services were conducted as well, including site visits, coordination activities with various state, local and federal agencies, and meetings with local zoning officials, development of easement exhibits and other related on-call tasks are also being provided. He assisted Soltage with the development of survey plats, preparation of site development plans, utility coordination, construction management and permitting services in support of the proposed solar energy development.

City of Bloomington Traffic Signal Installation (2018):

Designer

Provided professional engineering services for traffic signal installation on Hershey Road at Arrowhead Drive and Clearwater Avenue and on General Electric Road

at Keaton Place/Auto Row Drive. The project consisted of New Traffic Signals and widening for Left turn lanes to improve traffic movements.

Logan County Road Bridge (2020):

Designer

Provided Phase I and Phase II preliminary engineering services for the removal of the existing double barrel 10' (W) x 4' (H) box culvert (Exist. SN 084-5015), and replacement with a single span bridge over an unnamed creek in rural Sangamon County.

Survey and Site Design for Private Residential (2015 – Present):

Project Manager

Completed site engineering, design and construction survey staking for Single and Multi-Family residential buildings for various subdivisions. The work includes pre-construction boundary and topographic survey as needed for individual lots; site engineering and design drawings for building permits; construction staking for proposed residential buildings, as built foundation surveys, grade staking and final as built boundary and topographic surveys for all completed lots in the subdivision. Clients included:

- Capital Homes
- Caplan
- Central One
- Fairfield Homes
- First Eagle Builders
- ICON
- Mozart Place
- New Normal Investments
- Rally Homes
- Ravinia Communities
- Silman
- Timber Trails Development
- Village of Bellwood



Benjamin Cuthbert

Construction Engineer

EXPERIENCE

- 1 Year
- Joined GSG in 2023

AREAS OF EXPERTISE

- AutoCAD Civil 3D
- Bluebeam
- AutoDesk
- Topographical Surveying
- Inspection

EDUCATION

- Bachelor of Science, Civil Engineering, Iowa State University, Ames, IA, December 2022

Mr. Cuthbert is a skilled construction engineer with hands-on municipal field experience. He has worked on a wide range of municipal projects including performing curb and sidewalk inspections, underground utilities installation and conducting traffic studies. This includes performing field layout, subgrade inspection, and site survey. His experience also include preparing design plan for drainage, parking lot design, resurfacing and other infrastructure projects. He is experienced in using AutoCAD and Civil 3D software and performing field survey using Topcon equipment.

RELEVANT WORK EXPERIENCE

GSG Consultants Inc., March 2023 - Present

PREVIOUS RELEVANT WORK EXPERIENCE

City of Crystal Lake Engineering Division

Engineering Intern (2022)

Benjamin performed inspections of curb and sidewalk work that was completed and totaled measurements for each location to update each pay estimate. He also acted as the main field engineer in inspecting the ADA compliance for every ramp reconstruction. Benjamin evaluated pavement markings to be redone on over 19.5 square miles spanning across the entirety of the town, and he assisted in the design of a new parking configuration along Grant Street and Williams Street in downtown Crystal Lake. He also documented field activities and reviewed pay estimates during construction activities.

Mount Prospect Public Works

Engineering Intern (2019 and 2020)

Benjamin performed inspections and observed construction practices for concrete and asphalt work daily on projects totaling over \$8 million. He also obtained topographical data for drainage surveys upon the residents' request and assisted in traffic studies to investigate any needed changes to existing changes. Benjamin evaluated and selected road segments to be resurfaced on future Village construction projects and designed a 1500-foot-long ditch grading plan to create better drainage in the front yards of residents' homes. He also worked with the field personnel to coordinate field activities.

Village of Hoffman Estates Engineering Division

Engineering Intern (2019 - 2020)

Benjamin calculated yield checks for concrete and asphalt work for the entirety of the 2019 street project. He also assisted in closing multiple IDOT projects and completed quantity estimates of future construction projects. His internship included completing the following:

- Calculated yield checks for concrete and asphalt work for the entirety of the 2019 street project.
- Submitted IDOT closeout paperwork for multiple Village projects.
- Assisted in estimating concrete work needed for the upcoming Street Revitalization Project.



Armani Alejandre

Intern Architect

Mr. Alejandre has more than three (3) years of experience as Associate Project Manager, Architectural Designer, and Intern Architect in managing and designing architectural, structural, mechanical, electrical, and plumbing systems for Residential/Commercial projects.

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., January 2023 - Present

PREVIOUS WORK EXPERIENCE

PrecisionPoint, Inc. Fishers, IN, February 2022 – November 2022

Associate Project Manager

- Independently managed projects from start to finish, created schedules, developed proposals, delegated work to the team, and submitted completed deliverables to meet deadlines
- Communicated with clients regularly to manage expectations and give progress updates regarding ongoing projects

Technical Design Services, Inc. Naperville, IL, July 2020 – February 2022

Scan to BIM Lead

- Lead the effort in 3D Laser scanning onsite, managed applicable registration, and furthered BIM/Model development
- Prepared preliminary/final Technology, Audio-Visual, and Security construction documents derived from rough layouts, verbal instructions, field notes, and sketches

Gregory Ramón Design Studio, Chicago, IL, July 2020 – May 2021

Architectural Designer

Design Architectural, Structural, Mechanical, Electrical, and Plumbing systems for Residential/Commercial projects

- Develop projects from the schematic phase, through the construction documents phase, and submitted drawings to the City of Chicago to begin the permitting process

Wight & Co. Darien, IL, October 2019 – March 2020

Intern Arch 1

- Coordinated with Architects, Engineers, and consultants daily in all phases of design to ensure overall project success
- Prepared architectural drawings (studies, diagrams, plans, elevations, sections, details, etc.) for Project Managers and Associates
- Frequented job sites to provide detailed field reports, observations, and any necessary detail verification

Cordogan Clark & Associates, Aurora, IL, May 2017 – October 2019

Intern Arch 1

- Managed projects in Preliminary Design, Schematic Design, Design Development, Construction Documents, and Construction Administration phases while working with in-house structural/electrical/mechanical engineers, interior designers, and consultants
- Prepared Code Reviews/Building Energy Code Analysis for various projects, defining what specific limitations influenced design in each new assignment, ultimately allowing for a deeper understanding of existing code

BIM Coordinator

- Implemented company-wide BIM standards, development, and enforcement through a detailed execution plan outlining step-by-step guides to its use and overall system benefits

FARO Specialist

- Created a thorough presentation breaking down a process to assist in understanding and successful operation of 3D scan technology after receiving FARO certification.

EXPERIENCE

- 3 Years
- Joined GSG in 2023

AREAS OF EXPERTISE

- Architectural Designing
- Architectural Managing

EDUCATION

- Bachelor of Science, Architectural Studies, University of Illinois at Urbana-Champaign, Urbana, IL, 2017

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Completed certification for FARO Technologies Laser Scanner for 3D measurement, imaging, and realization
- Possesses 10-Hr OSHA Training for the Construction Industry and OSHA Aerial and Scissor Lifts training certifications
- Chicago Housing Authority Ethics Policy Training Completion

SOFTWARE PROFICIENCY

- Proficient with Autodesk Suite (Revit, BIM 360, AutoCAD Architecture, Recap)
- Proficient with Adobe Suite (Adobe Illustrator, Adobe Photoshop, Adobe InDesign, Adobe Acrobat)
- Proficient with Revu Bluebeam
- Proficient with Microsoft Office Suite (Word, PowerPoint, Excel, Outlook, Teams)
- Proficient with FARO Scene software
- Proficient with NavVis Desktop/Cloud platform



Nick Widhalm

Field Inspector

Mr. Widhalm has experience in providing construction inspection and land survey services for various public and private institutions. He is skilled at leading project scheduling and coordination of construction inspection activities, monitoring work progress and project requirements, and construction cost estimating. As a lead construction inspector, he is competent in OSHA safety requirements, construction site operations, and hazards. Mr. Widhalm's experience also includes historical site assessments in multiple formats and special collections of various institutions.

EXPERIENCE

- 14 Years
- Joined GSG in 2015

AREAS OF EXPERTISE

- Historical Site Assessment
- Field Activity Reporting
- Field Crew Management
- GPS Location

EDUCATION

- Bachelor of Arts, History, Southern Illinois University, Carbondale, IL, 2012

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- OSHA 40- Hour HAZWOPER Certificate
- OSHA 10-Hour Construction Safety Certificate
- IDOT, Documentation of Contract Quantities, #16- 11476
- STTP-S33 Soils Testing and Inspecting 12-Hour
- Qualified Compliance Inspector of Storm Water 14-Hour

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc. August 2015-Present

Illinois Department of Transportation, High-Speed Rail Chicago to St. Louis – Multiple Counties, Illinois

Field Inspector

In preparation for the completion of the High-Speed Rail Project, the Illinois Department of Transportation redesigned railroad crossings and nearby roads. Mr. Widhalm's responsibilities included performing staking, surveying for elevations, and coordination for utility clearance for soil borings at multiple locations in various counties. His expertise in surveying techniques allowed for the most efficient completion of these tasks, saving the client both time and budget.

Illinois Department of Transportation, Wood Street Improvements - Cook County, Illinois

Field Inspector

Performed a geotechnical study approximately 3.5 miles of Wood St., in Harvey IL, to facilitate the construction of a new deep sewer line in the area. The work consisted of drilling crews performing soil borings to gather samples for structural and environmental analysis. Mr. Widhalm performed staking, surveying, and the coordination of utility clearance for the soil borings in advance of drilling crews, to streamline their time on site.

Illinois Department of Transportation, I-294 Plate Load Testing and Restoration – Cook County, Illinois

Field Inspector

As part of a larger project to perform plate load testing along 10 miles of the I 294 Tollway, Mr. Widhalm performed pavement coring and restoration for materials and environmental testing. Mr. Widhalm coordinated the clearing of utilities, as well as used his surveying skills to stake out the precise locations of the testing locations. He supervised the coring and removal of the original pavement, participated in performing additional geotechnical tests, and helped to remove subgrade soil samples for material and environmental testing. Mr. Widhalm was also responsible for restoring each location to IDOT standards.

Public Building Commission, Malcolm X College Demolition, Hazardous Material Assessment - Cook County, Illinois

Field Inspector

In preparation for the demolition of the former Malcolm X College building, Mr. Widhalm conducted Environmental Site Assessment investigations on the site to determine the presence of hazardous materials. Mr. Widhalm took part in collecting groundwater sampling from monitoring wells and performing the PID Mercury testing of every sink trap in the science department.

Rosenwald Courts, Soil Removal Oversight - Cook County, Illinois

Field Inspector

As part of a project to restore a large apartment complex in Chicago, Mr. Widhalm was responsible for soil testing to determine if any environmental contaminants were present on-site. He provided oversight to ensure that contaminated soil was removed correctly and that it was sent to the correct waste management site as per EPA regulations. Mr. Widhalm also coordinated and documented the activities of excavation contractors and material transporters in achieving this goal.

Various Clients, Ground Penetrating Radar Investigations - Cook County, Illinois

Field Inspector

Mr. Widhalm is a GPR service specialist experienced in locating underground storage tanks, utility locating, and marking on a wide variety of construction projects and environmental investigation sites, as well as collecting, analyzing, and interpreting GPR data to generate figures, maps, and reports. He is certified in the use of RADAN Software and GSSI equipment.

The following is a sample of his projects:

- Wells High School (Chicago Public Schools)
- Roberto Clemente High School (Chicago Public Schools)
- Selective Enrollment High School (Public Building Commission)
- Malcolm X College

Land Surveying - Illinois, Wisconsin, Indiana, Michigan

Crew Chief

Mr. Widhalm was responsible for managing a multiple-person crew in completing land surveys of various types, including title surveys, Alta surveys, and topographical surveys. Proficient with several types of survey equipment, including Levels, Total Stations, and GPS. He also worked on numerous construction staking and as-built surveys of various sizes.

The following is a sample of his projects:

- Alta surveys at every Osco store location in Chicagoland
- Construction staking and as-built surveys of several Walgreens and strip malls in the Chicagoland area
- Dekalb City Hall Alta survey
- Construction staking and as-built survey of facility improvements at the Kane County Fair Grounds
- Topographical survey of the Aurora Sportsman Club in Waterman, IL
- Topographical survey of a 130-mile R.O.W. for Enbridge Oil Line 62, Phase II

Land Surveying Management, Enbridge Oil Line 62 Phase II As-Built - Illinois, Wisconsin

Party Chief

During the construction of the Enbridge Oil Pipeline 62, Phase II, Mr. Widhalm was responsible for coordinating up to six survey crews to perform construction staking and as-built surveys. He was responsible for communicating with the project foreman every morning and scheduling survey crews appropriately. He performed quality control checks in the field to document progress and ensure that the work was completed as planned. He used GPS equipment to complete the As-Built survey when extra help was needed. In his section of the project, construction was never slowed due to the absence of a land surveyor collecting or communicating the proper data at the correct times.

City of Evansville, West Side Wastewater Treatment Plant Improvements, Evansville, Indiana

Project Manager

Served as Project Manager for the expansion of the WWTP to increase the dry-weather capacity and additional wet-weather capacity. Responsible for designing/sizing various 40-mgd headwork improvements which included mechanical fine screens, vortex grit removal, grit dewatering systems, and an influent pump station. Designed the chlorinated spray systems, coarse bubble aeration systems, flow control structures, a 40-mgd effluent pump station, and a 20-mgd biological aerated influent pump station. Performed hydraulic and process design modeling engineering to optimize dry- and wet-weather treatment capacities. The improvements were incorporated into the city's plan to eliminate combined sewer overflows.



Joseph Verdaguer

Designer

Mr. Verdaguer has nearly 20 years of survey/civil drafting experience. Throughout his career he has provided clients multiple types of survey drafting services including topographic surveys, base drawings and various plats. He is also experienced at providing civil drafting services such as grading plans, cross sections and maintenance of traffic.

RELEVANT PROJECT EXPERIENCE

City of Chicago Department of Water Management (CDWM) Topographic and Boundary Survey for Water Main Replacement:

Designer

Responsible for creating Base Maps from Topographic Surveys for use in designing new water main for the City of Chicago. The drawings were prepared in Microstation electronically using CDWM standards. Responsibilities included creating proposals, spreadsheet data entry, field data upload and conversion, base map drafting, submittal preparation, file management, and surveying.

Amtrak/ARUP, Union Station Phase I:

Designer

Mr. Verdaguer was selected as part of the Arup team to deliver the Chicago Union Station Improvements – Phase 1A, which included planning, historic review and preliminary engineering. He provided civil/site, track design services, and community involvement support for the project.

Soltage Power Stations:

Designer

Provided site assessment, screening and other related due-diligence services for Soltage, a solar energy development firm, evaluating various sites in Illinois for possible solar energy development. This work involved completing a desktop review of the various available online database sites including environmental, geological, topographical, historical, and other websites, to assess the feasibility of solar energy development on the various properties under consideration. Additional due-diligence services, including site visits, coordination activities with various state, local and federal agencies, meetings with local zoning officials, development of easement exhibits and other related on-call tasks were provided. He, additionally, assisted Soltage with developing survey plats, preparing site development plans, utility coordination, construction management and permitting services in support of the proposed solar energy development.

DuPage County, DU-COMM Land Surveying:

Designer

Completed topographic surveys for approximately 32 acres of the west portion of the campus for improvements to the facility. The work included a topographic survey for a large portion of the government campus for the County of DuPage. The survey work performed included location of all visible surface features, buildings, landscaping, sewer manholes, water valves, fences, evidence of underground utilities and stream cross sections. The site was surveyed at approximate 25-foot intervals to capture the many changes in relief.

Village of Lakemoor, IL 120 and IL 59/US 12:

Designer

Completed a topographic survey and cross sections for roadway improvements and a proposed bypass storm sewer on IL 120 and IL 59/ US12. Mr. Verdaguer also established the existing right-of-way for both IL 120 and IL 59/US 12. For IL 120 from Volo Village Road, this was west of IL 59 to 1,600' east of IL 59. For IL 59/US 12 from Volo Village Road, this was north of IL 120 to 1,600' south of IL 120.

EXPERIENCE

- 20 Years
- Joined GSG in 2023

AREA OF EXPERTISE

- Design
- Survey
- Civil Drafting

EDUCATION

- BS, Computer Engineering
University of Illinois at Chicago, IL
(2004)

City of Rockford, Topographic and Boundary Survey:

Designer

Completed a topographic survey and boundary survey for Spring Creek Road from IL 251 to Spring Brook Avenue, approximately 10,000 feet in length. The work included surveying the existing roadway and extended to 35' from the back of curb both north and south of the roadway, establishing a centerline baseline, establishing property lines and existing right-of-way and indicated the PIN for each parcel, surveying roadway cross-sections at 50' intervals and obtaining tree sizes within the survey limits.

Sterling Bay, Metra Clybourn Station Relocation:

Designer

He provided Civil Engineering services for the planning and preliminary design for a new Metra Clybourn Station that incorporates connectivity to the 606-Bloomington trail. The new Metra Clybourn Station was developed for pedestrian connectivity between the 606, Lincoln Yards, the neighborhoods to the east of the Chicago River, and the new station and platforms.

Village of Bellwood, Eastern/Randolph:

Designer

Engineering design included civil site design and specifications for a residential subdivision consisting of twelve single family homes and two out lots. Engineering design also included a utility engineering plan with a sanitary sewer main to serve the development. Permitting was required through the Metropolitan Water Reclamation District (MWRD) for the stormwater and sanitary facilities.

Private Residential, Survey and Site Design:

Designer

Completed site engineering, design, and construction surveys staking for Single and Multi-Family residential buildings for various subdivisions. The work included pre-construction boundary and topographic survey as needed for individual lots; site engineering and design drawings for building permits; construction staking for proposed residential buildings, as built foundation surveys, grade staking and final as built boundary and topographic surveys for all completed lots in the subdivision.

CN, Rocky Run to Auburndale Double Track:

Designer

Responsible for surveying services for the design of the Rocky Run to Auburndale Double Track Superior Sub and Waupaca Double Track – Neenah Sub. Scope of work included topographic survey, track alignment design, right-of-way impacts, and utility study.

CN, Nestle Siding Extension:

Designer

Responsible for engineering services to CN for the Nestle Siding Extension near Burlington, Wisconsin. The project scope included topographical surveying, track alignment design (double & single), ROW impacts, utility study, and relocation/protection plans.

Elion Partners, Rada Phase II/III Roadway Engineering:

Designer

Responsible for survey for two new segments of Elion Boulevard and the Tower Road connection for the Ridgeport Logistics Center in Wilmington in Will County, IL. Scope of services included survey, planning, design, construction documents, and permitting.

Illinois Department of Transportation, I-55 at IL 59 Access Project:

Designer

Provided surveying, engineering, environmental, and public involvement services to Illinois Department of Transportation for the I-55 Study from I-80 to US 52. As part of this access project, survey information was taken at four different study areas to provide data for the various models and calculations required for a variety of reports.

Related Midwest, Inc., Roosevelt/Clark Development - Railroad Relocation:

Designer

Responsible for surveying services for the relocation of the Metra Rock Island tracks through the Roosevelt Clark Development. The scope of services for this project included design of construction plans and technical specifications for the enclosure of the relocated Metra Rock Island tracks from the south side of Roosevelt Road to the North Side of future 15th Street.



Emily McGonigle, P.E.

Environmental Engineer

Ms. McGonigle has a diverse background in civil and environmental engineering with a mixture of technical and practical experience from her internship, hands-on research, and training. Ms. McGonigle has completed several Phase I and Phase II Environmental Site Assessments for transportation-related projects and private developers, prepared GIS drawings, and coordinated field activities with task leaders. Her experience includes laboratory data review and validation, comparing analytical data to applicable regulatory cleanup objectives and CCDD regulations, and waste management.

EXPERIENCE

- 5 Years
- Joined GSG in 2016

AREAS OF EXPERTISE

- Environmental Engineering
- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Preliminary Environmental Site Assessments (PESA)
- Preliminary Site Investigations (PSI)
- Civil Engineering
- ArcGIS Geographic Informational Systems
- AutoCAD Civil 3D
- Bentley gINT

EDUCATION

- Bachelor of Science, Civil & Environmental Engineering, Lafayette College, Easton, PA, 2015

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Engineer, 062.073704, Illinois
- Licensed Engineer in Training, Civil Engineering, ET022120, Pennsylvania
- IDOT Documentation of Contract Quantities, 16-12265
- OSHA 40-Hour HAZWOPER Certificate
- OSHA 10-Hour Safety Certificate

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., June 2016 – Present

Illinois Department of Transportation, District 1 Special Waste Coordinator – Northeastern Illinois (September 2020 – Present)

Special Waste Coordinator

Reviewed and approved the majority of Pre-Construction and Final Construction Reports for the entire District 1 construction projects. Responsibilities included reviewing environmental contractor qualifications, specifications, soil management methods and quantities, and recommendations for approval or rejection of the projects.

Illinois State Toll Highway Authority, Elgin O'Hare Western Access, IL-490 Construction Project - Cook and DuPage Counties, IL (2016-2019)

Environmental Engineer

Assisted in developing soil sampling plans, technical memorandums, preliminary site investigations, environmental analytical reviews, and soil management plans for numerous task orders for the construction of IL-490, the Elgin O'Hare Western Access. Reviewed previously completed Preliminary Phase I and Phase II Environmental Site Assessments to determine boring locations. Completed site visits for PESA reports and conducted field sampling for PSI investigation for multiple task orders. Field sampling included screening soil samples and collecting soil and groundwater samples. Reviewed and evaluated laboratory analytical data and prepared Phase II Environmental Site Assessments based on IEPA Tiered Approach to Corrective Action Objectives (TACO) regulations and provided recommendations regarding soil management during construction.

CNECT / Chicago Department of Transportation (CDOT), Jackson Park Mobility Improvements Environmental Investigation – Chicago, IL (March 2019 – Present)

Environmental Engineer

Completed and performed a Phase I ESA investigations for the Site, including reviewing readily available site-historic information, regulatory environmental databases, and Freedom of Information Act responses from local, state, and federal government agencies; performing a site and vicinity reconnaissance; and preparing a report summarizing the findings and conclusions of site assessment. After and based upon the results of the Phase I ESA investigations, performed a PSI for the Site, which included collecting soil samples and installing temporary groundwater wells. The soil and groundwater samples were compared to and classified according to the IDOT Standard Specification Section 669.05 and completed a Soil Management Plan identifying the classification of soil and groundwater disposal requirements for the project.

Chicago Department of Transportation (CDOT), E. 71st Street Streetscape – Chicago, IL (October 2018 – March 2019)

Environmental Engineer

Completed and performed PESA and PSI reports for the proposed E. 71st Street Streetscape project in Chicago, Illinois. Responsibilities during the PESA included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the PESA report. Responsibilities during the PSI included supervising soil

borings, conducting soil classification according to USCS protocol, soil sampling, geological data interpretation, soil analytical data interpretation, and writing the PSI report.

Metra, Auburn Park Metra Station – Auburn Park, Chicago, IL (April 2019 – Present)

Environmental Engineer

Services included performing a PESA investigation, including reviewing readily available site-historic information, regulatory environmental databases, and Freedom of Information Act responses from local, state, and federal government agencies; performing a site and vicinity reconnaissance; and preparing a report summarizing the findings and conclusions of site assessment. After and based upon the results of the PESA investigation, Performed PSI investigations for the project area. Responsibilities during the investigation included a review of historical data and environmental databases, a review of design drawings to determine proposed excavation depths and limits, prepared work plan showing the location and depths of borings, preparing a work plan establishing a methodology for performing soil and groundwater sampling and laboratory analysis, compared analytical data to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives and Clean Construction or Demolition Debris (CCDD) criteria to determine reuse and disposal options available during construction, and preparation of a summary report documenting activities, analytical results, limits of TACO Tier 1 and CCDD impacted soil. The soil and groundwater samples were compared to and classified according to the IDOT Standard Specification Section 669.05 and completed a Soil Management Plan identifying the classification of soil and groundwater disposal requirements for the project.

Chicago Department of Transportation, Jackson Park Mobility Improvements - Chicago, IL (March 2019 – Present)

Environmental Engineer

Completed and performed a Phase I ESA investigations for the Site, including reviewing readily available site-historic information, regulatory environmental databases, and Freedom of Information Act responses from local, state, and federal government agencies; performing a site and vicinity reconnaissance; and preparing a report summarizing the findings and conclusions of site assessment. After and based upon the results of the Phase I ESA investigations, performed a PSI for the Site, which included collecting soil samples and installing temporary groundwater wells. The soil and groundwater samples were compared to and classified according to the IDOT Standard Specification Section 669.05 and completed a Soil Management Plan identifying the classification of soil and groundwater disposal requirements for the project.

The City of Evanston, Howard Street Corridor - Evanston, IL (2018)

Environmental Engineer

Conducted a Preliminary Environmental Site Assessment (PESA) for the redevelopment of Howard Street in Evanston, Cook County, Illinois. Responsibilities during the PESA included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the report.

Chicago Department of Water Management (DWM), PN 7435 TOR 19-08, Sewer Improvements Project – Chicago, IL (2019)

Environmental Engineer

Conducted a Clean Construction or Demolition Debris investigation for the sewer improvements project for the W. Thorndale Avenue Corridor and the Washtenaw Avenue Corridor in Chicago, Illinois under Project No. 7435 TOR 19-08. Responsibilities during the investigation included a review of historical data and environmental databases, a review of design drawings to determine proposed excavation depths and limits, prepared work plan showing the location and depths of borings, preparing a work plan establishing a methodology for performing soil and groundwater sampling and laboratory analysis, compared analytical data to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives and Clean Construction or Demolition Debris (CCDD) criteria to determine reuse and disposal options available during construction and preparation of a summary report documenting activities, analytical results, limits of TACO Tier 1 and CCDD impacted soil.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
035.003269

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:
11/30/2024

LICENSED PROFESSIONAL LAND SURVEYOR



STEVEN E BARCZAK
2714 S CROWELL ST
CHICAGO, IL 60608



Mario Treto, Jr.

MARIO TRETO, JR.
SECRETARY

Cecilia Abundis

CECILIA ABUNDIS
DIRECTOR

The official status of this license can be verified at IDFPR.Illinois.gov

17401025

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: | | |
| Telephone: | | |
| Identify the names of all officers and directors of the business entity. (Please attach list if necessary.) | | |
| Name | | Title |
| | | |
| | | |
| | | |
| | | |
| Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.) | | |
| 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 |
| <p><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></p> | | |

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/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

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.

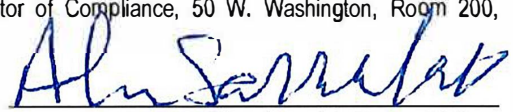
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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 (1 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor _____ a Corporation
_____ a Partnership _____ a Joint Venture

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

The Undersigned (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 ____