



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 (PS3083C)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

ENVIRONMENTAL DESIGN INTERNATIONAL, INC.

FOR

SURVEYOR SERVICES (PS3083C)

Public Building Commission of Chicago

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

FIRM NAME:	Environmental Design International, Inc.
CONTACT NAME:	Leslie J. Sawyer
CONTACT TELEPHONE:	312-345-1400
CONTACT EMAIL:	lsawyer@envdesigni.com
ADDRESS:	33 West Monroe Street, Suite 1825 Chicago, Illinois 60603

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
SURVEYOR SERVICES – PS3083C

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 **Environmental Design International, Inc.** with offices at 33 West Monroe Street, Suite 1825, Chicago, Illinois 60603 (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- PS3083C**

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson
Chairman

Date: 2/21/2024

ATTEST:



Mary Pat Witry
Secretary

Date: 2/13/2024

CONSULTANT: Environmental Design International, Inc.



President or Approved Signatory

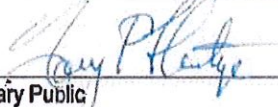
Date: 1/8/2024

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

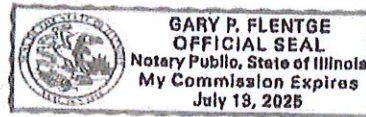
Subscribed and sworn to before me by Leslie J. Sawyer and Joan Mazurek
on behalf of Consultant this 8th day of January 20 24



Notary Public

My Commission expires: 7/13/2025

(SEAL OF NOTARY)



Approved as to form and legality:



Neal & Leroy, LLC

Date: 2/7/2024

**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)
07/18/2024

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 MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com FAX:212-948-0770	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
CN101572505-Std-OTU-24-25	INSURER A : Transportation Insurance Company		20494
INSURED Environmental Design International, Inc. 33 West Monroe Street, Suite 1825 Chicago, IL 60603-5326	INSURER B : N/A		N/A
	INSURER C : The Continental Casualty Company		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-010515073-03 **REVISION NUMBER:** 3

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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7092604778	07/16/2024	07/16/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7092604750	07/16/2024	07/16/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7092604764	07/16/2024	07/16/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7092604781	07/16/2024	07/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Property Other deductibles may apply as			7092604778 'per policy terms and conditions.'	07/16/2024	07/16/2025	LIMIT	250,000
							DEDUCTIBLE	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Professional Surveying Services.
 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 is/are included as Additional Insured where required by written contract with respect to General Liability and Automobile Liability. General Liability and Automobile Liability insurance are Primary and Non-Contributory limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract.

CERTIFICATE HOLDER Public Building Commission of Chicago Attn:Miguel F. Fernandez, Senior Procurement Coordinator 50 W. Washington Room 200 Chicago, IL 60602 APPROVED JLB 10/2/2024	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Professional Liability
 Carrier: Crum and Forster Specialty Insurance Company
 Policy Number: PKC-114462
 Effective Date: 07/16/2023
 Expiration Date: 07/16/2024
 Limit: \$5,000,000 Occurrence / \$5,000,000 Aggregate
 Retroactive Date - 2/22/1991

Contractors Pollution Liability
 Carrier: Crum & Forster Specialty Insurance Company
 Policy Number: PKC-114462
 Effective Date: 07/16/2023
 Expiration Date: 07/16/2024
 Limit: \$5,000,000
 Deductible: \$25,000

COI_EDI_Surveyor Svcs_PS3083C_20250716

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

Key Personnel & Licenses

The EDI Team understands the services required and will assign the most qualified key personnel to perform the work. EDI’s project approach includes project understanding and set-up, assignment of qualified personnel, and performing/managing of each task from planning through field collection and final drawing development. EDI’s staff experience is detailed in Exhibit 1.

Please reference EDI’s project team as presented in TAB 1 ORGANIZATION CHART.

Personnel	Firm	Experience with multi-parcel properties, planned developments and rights-of-way	Local to Chicagoland area	Years with the firm	Years in the industry	Type of License	Resumes Included
Davidson, Christina PLS	GEC	Y	Y	4	18	PLS	X
Fleming, William PLS	EDI	Y	Y	8	40	PLS	X
Flowers, Jeffrey	EDI		Y	10	20		X
Forth, Dakota	EDI		Y	2	6		X
Herman, Paul*	EDI	Y	Y	1/2	30		X
Koehler, Lee R., PLS*	EDI	Y	Y	1/15	38	PLS	X
Lopez, Ricardo	EDI		Y	1	17		X
Nagle, Kent, PLS	EDI	Y	Y	1	32	PLS	X
Paulik , R.J.	GEC	Y	Y	1	18		X
Sambudgo, Ingrid	EDI		Y	2	10		X
Saxton, Jason J.	EDI	Y	Y	5	18		X
Stroh, David W.*	EDI	Y	Y	1/22	22		X

Resumes and licenses in alphabetical order for the staff named above follow this page.

*The staff noted with an asterisk joined EDI as a result of the acquisition of Hamilton Consulting Engineers, Inc. in 2023, and their years with Hamilton Consulting are shown in addition to their year with EDI.

Christina Davidson, PLS

Survey Manager



EDUCATION

Bachelor of Science, Land Surveying Engineering, Purdue University, 2004
Bachelor of Science, Civil Engineering, Purdue University, 2004

YEARS OF EXPERIENCE:

18 years

REGISTRATIONS

Professional Land Surveyor:
Illinois, Indiana, Minnesota

AFFILIATIONS

- Illinois Professional Land Surveyor Association (IPLSA)
- Indiana Society of Professional Land Surveyors (ISPLS)

Christina Davidson has over eighteen years of land surveying experience in public- and private-sector projects. She has performed field and office tasks on a broad variety of railroad, roadway, construction, utility, boundary, and site engineering surveys. Ms. Davidson has worked with data collected via level run, GPS, Total Station, and Terrestrial LiDAR scanner to create Plats of Survey, topographic maps, ALTA/NSPS Land Title Surveys, easement and survey exhibits, and GIS exhibits.

Christina earned degrees in both Land Surveying Engineering and Civil Engineering from Purdue University-West Lafayette and has since become a professionally licensed surveyor in Illinois, Indiana, and Minnesota.

REPRESENTATIVE PROJECTS

IL Route 173 ADA Ramp Surveys

Client: Illinois Department of Transportation

Christi assisted with directing field crews for this work order for which GEC was selected as the Prime Consultant. The scope of this survey included topographic survey for ADA and sidewalk improvements at 8 intersections along IL Route 173 between IL Route 131 and IL Route 137. The survey limits extended 50 feet from the existing edge of pavement at identified corners and included curb cuts, aboveground features, and rim and invert information for structures falling within the existing sidewalk and curb. Assisted with mapping data in MicroStation SS4 IDOT environment workspace and creating surface models for 1-foot contours. Provided QA/QC review of deliverables.

I-80 Right of Way Survey

Client: Illinois Department of Transportation

Gasperc Elberts Consulting provided professional surveying services to prepare a design base map that depicted the existing right-of-way for I-80 along with locations of any intersecting rights-of-way, based upon surveyed field evidence by GEC and records that were supplied by IDOT. Christi directed the field crews performing the boundary survey along 4 miles of I-80 from River Road to the east line of Section 23 in Will County and along crossing rights-of-way, including the I-55 north/south interchange and reviewed control set using GPS on Illinois State Plane, East Zone (NAD83(2011)) throughout the project length. Christi's tasks included reviewing record subdivision plats, tax maps, and right-of-way plats; mapping record right-of-way relative to found monuments, analyzing found section monuments and ties relative to the monument record for six PLSS Sections in Township 35 North, Range 9 East of the Third Principal Meridian in Will County, and mapping section lines as proven.

Illinois Route 56 (IL Route 53 to Lloyd Avenue)

Client: Illinois Department of Transportation

GEC prepared Plats of Highways and Legal Descriptions for 10 Parcels at the intersection of IL Route 53 and IL Route 56. The Plat of Highways included a boundary of each total holding including corner coordinates, station and of set along the Centerline of Right of Way, existing right of way corners, proposed right of way take parcels, and temporary easements with legal descriptions, in accordance with the current IDOT Plat of Highway checklist. Christi assisted with preparation of the highway plats, 13 temporary easements and six (6) right of way takes were required over 9 parent parcels. She was responsible for writing the legal descriptions and provided quality assurance review of plats.

Illinois 120 Highway Plats

Client: Lake County Department of Transportation

Coordinated field crews and provided survey scope coordination for boundary survey along a half-mile corridor of IL 120 between Knight Ave and IL Rte 131, and a half-mile corridor of Green Bay Road. Survey included pickup of buildings on 20 parcels affected by the 34 easement takes. Processed GPS observations and total station data. Performed data import and mapping in Microstation V8 basemap. Performed a quality control walkthrough of the corridor. Performed drafting, annotation, and quality control for plats of highway for the corridor using IDOT and LCDOT standards.

Washington Street Phase I Design

Client: Lake County Division of Transportation

Directed crews performing a complete survey within, and 40 feet beyond, the existing Right-of-Way of Washington Street and its major sidestreets and along the Canadian National Railroad corridor. Performed GPS data reduction and control network analysis. Created and managed a basemap in Microstation Version 8, including all surveyed topographic and planimetric data to aid in design of roadway improvements, drainage studies, and a grade separation crossing for the railroad. Utilized ArcMap for quality assurance to show survey coverage over an aerial photograph background.

Elmhurst METRA Station Phase II Design Survey

Client: METRA

Managed crews performing topographic and boundary survey for over 22 acres surrounding the existing METRA station. Topographic limits included full right of way of 3,000 feet of railroad right of way and 2 adjacent, parallel roads, along with 1,000 feet of 3 streets crossing the corridor. Topographic survey included all substantial improvements, such as buildings, sidewalks, drives, and parking. The existing station building and tunnels were detailed, including all entrances and stairwells. Performed research with the DuPage County Recorder, DuPage County DOT, DuPage County Assessor, and Union Pacific Railroad. Coordinated with utility members using a JULIE joint meet to facilitate field locates of utilities. Coordinated with Underground Detectives to facilitate field locate of Village of Elmhurst utilities.

Jack Cook Park

Client: Elgin Park District

Managed crews performing topographic and boundary survey for 90 acres of a park site. The survey was performed to facilitate design of further improvements, and areas previously improved were not part of the survey. Topographic limits of the 90-acre survey site included fields of tall grass, farmed corn and soy fields, and over 4,000 feet of heavily vegetated ditch. Detailed mapping of the creek crossing at Plank Road was performed, and the structural remnants of a former field crossing bridge were detailed. Coordinated with a local farmer to time survey around crop harvest.

Blackhawk Park

Client: Chicago Park District

Managed crews performing topographic and boundary survey at a Chicago Park District site. Topographic limits included half-width of adjacent rights of way of LaVergne and Belden and included all substantial improvements, such as buildings, sidewalks, drives, and parking. The original 1926 fieldhouse and 1928 pool addition were detailed, including all entrances, interior main hallway profile, and stairwells. Performed research at the Cook County Recorder of Deeds and the Chicago Office of Underground Coordination.

Elgin-O'Hare Western Access Phase II

Client: Illinois Tollway


Coordinated field crews and provided survey scope coordination for topographic survey along a 1-mile corridor of Thorndale Road and a 1-mile corridor of IL 83. Survey also included cross-section data at 50-foot intervals along the entire corridor. Processed GPS observations and level data to create control adjustments to tie project segment to project control previously established by others. Processed and extracted LiDAR data using Cyclone and TopoDOT software. Performed data import and linework edits in Microstation V8i basemap.

Illinois Tollway Headquarters Survey

Client: Illinois Tollway


Provided project management for topographic survey of Tollway Headquarters building and surrounding parking and walkways. Survey was performed using terrestrial LiDAR. Performed control network adjustment. Extracted parking striping, edges of roads, parking lots, and sidewalks, and building outline. Extracted features such as trees, power poles, signs, and walls. Extracted grade points throughout the project site. Created an AutoCAD basemap including 1-foot contours.



Cut on Dotted Line 

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 3493180



Cut on Dotted Line 



Mr. Fleming has over 40 years of experience in land surveying, project management, and quality control/quality assurance. He has extensive expertise in transportation and Land Acquisition surveys, ALTA/NSPS land title surveys, topographic and boundary surveys.

Key Projects

Chicago Public Building Commission – Agreement PS1688E Surveyor Services for Various Sites, Chicago, IL: Mr. Fleming prepared ALTA/NSPS Land Title Surveys and Plats of Survey with topographic features and utilities identified from field survey and Office of Underground Coordination atlases. Projects were vertically based on the City of Chicago datum and included the adjacent streets and detailed survey for ADA and other improvements.

- Durkin Park Elementary School ALTA/ACSM Land Title Survey – In 2011 surveyed 4.1-acre campus at 8445 S. Kolin Avenue, Chicago, Illinois.
- Albany Park Branch Library – In 2012, surveyed the existing Library at 5150 N. Kimball Avenue, Chicago, Illinois.
- Lindblom High School Parking Lot - In 2013, surveyed for the proposed parking lot in the half block between W. 61 Street and W. 62nd Street, west of S. Winchester Avenue, Chicago, Illinois.
- Mt. Greenwood Elementary School Annex – In 2017 surveyed and prepared a Plat of Survey for a 3.64-acre campus at 10841 S. Homan Avenue, Chicago, Illinois.
- South Side High School – In 2018 prepared an ALTA/NSPS Land Title Survey for the 19.34—acre campus at 6835 S. Normal Boulevard, Chicago, Illinois.
- McCutcheon Elementary School – In 2018 prepared an ALTA/NSPS Land Title Survey for the 0.9-acre campus at 4865 N. Sheridan Road, Chicago, Illinois.
- Everett McKinley Dirksen Elementary School – In 2018 prepared an ALTA/NSPS Land Title Survey for the 3.43-acre campus at 8601 W. Foster Avenue, Chicago, Illinois.
- Chicago Fire Department Engine Company 57 – In 2023 surveyed and prepared a Plat of Survey for a 0.63-acre campus at 1258 N. Western Avenue, Chicago, Illinois.

Chicago Public Building Commission – Agreement PS1688E Surveyor Services for Various Sites, Chicago, IL: Mr. Fleming prepared ALTA/ACSM Land Title Surveys with topographic features and utilities identified from field survey and Office of Underground Coordination atlases. Projects included the adjacent streets and included detailed survey for ADA and other improvements. *GS. Bell, Contract Officer, Public Building Commission of Chicago, 50 West Washington, Chicago, IL 60602, 312-744-9287, gary.bell@cityofchicago.org.*

- Durkin Park Elementary School ALTA/ACSM Land Title Survey – In 2011 surveyed 4.1 acre campus at 8445 South Kolin Avenue, Chicago, Illinois.
- Albany Park Branch Library – In 2012, surveyed the existing Library at 5150 North Kimball Avenue, Chicago, Illinois.
- Lindblom High School Parking Lot - In 2013, surveyed for the proposed parking lot in the half block between W. 61Street and W. 62nd Street, west of S. Winchester Avenue, Chicago, Illinois.

Chicago Transit Authority (CTA) Red and Purple Line Modernization – Design Build, Professional Land Surveying Services, (March 2019 to Present) Chicago, IL, Project Manager. EDI's survey scope includes providing project control, topographic, boundary, and utility survey of the proposed corridor. EDI is also providing Terrestrial LIDAR scanning services, which is a very efficient and safe way of gathering survey grade measurements for inaccessible and potentially dangerous features. *Soad Kousheshi, PE, Stantec Consulting Services, Inc., 350 N. Orleans Street, Suite 301, Chicago, Illinois 60654*

EDUCATION

Electrical Engineering
Technology
Southern Illinois
University at Carbondale

LICENSES

Illinois Professional Land
Surveyor #035.003226
(1997)

Wisconsin Professional
Surveyor #2814-8 (2007)

ASSOCIATIONS

National Society of
Professional Surveyors –
Illinois Director 2016 -
2017

Illinois Professional Land
Surveyors Association

Secretary/Treasurer 2022



City of Chicago Department of Transportation (CDOT) Fullerton Avenue Improvements, Narragansett to Lockwood Survey, Chicago, Illinois (2019) Quality Control/Quality Assurance. EDI is a member of a team providing Phase II design engineering services for improvements on Fullerton Avenue between Narragansett and Lockwood. EDI is providing CDOT Standard ADA Surveys, locating physical features including pavement differentiated by type and usage, public and private utilities and roadway features including pavement marking, signs, signals, and lighting. Michael J. Folkening, PE, PTOE, Civiltech Engineering, Inc., 2 Pierce Place, Suite 1400, Itasca, IL 60143, Phone: 312.564.2491

City of Chicago Department of Transportation (CDOT) 111th Street Survey, Chicago, Illinois (2018-2019) Project Manager. EDI is a member of a team providing Phase I and Phase II design engineering services for 111th Street between Cottage Grove Avenue and Ellis Avenue. This neighborhood enhancement will help facilitate pedestrian and bicycle movements around the Pullman National Monument. EDI's survey scope included locating pavement differentiated by type and usage, public and private utilities and roadway features including pavement marking, signs, signals, and lighting. Trees were located and detailed CDOT Standard ADA Surveys were provided at all intersections within the project area. Michael J. Folkening, PE, PTOE, Civiltech Engineering, Inc., 2 Pierce Place, Suite 1400, Itasca, IL 60143, Phone: 312.564.2491

Cook County Dept. of Transportation and Highways (CCDOH) – Various Surveys (2017-Present) QC/QA and Project Management. EDI continues to provide professional land survey services for several transportation projects throughout Cook County as a subconsultant to Milhouse. On a work order basis, EDI surveyors establish control horizontally based on Illinois State Plane Coordinates, NAD '83 2001 adjustment and vertically based on NGVD '88 as derived from GPS observations. EDI performs route and utility survey using IDOT point codes, cross sections, right of way determination, and IDOT Standard MicroStation basemapping. Eric J. Lindemann, Civil Section Design Manager, Milhouse Engineering & Construction, Inc., 60 E. Van Buren St., Ste 1501, Chicago, IL 60605, 312.884.8090, elindemann@milhouseinc.com

IDOT PTB 162-016 Land Acquisition – Various Projects: Mr. Fleming served as Project Manager on a Work Order basis for projects on various routes and in various counties in District 1. Assignments included the preparation of Plat of Highways and Legal Descriptions for the following Land Acquisition projects:

- Wood Street from 154th Street to 161st Street, Job R-90-011-14
- Excess Parcel Plat: Sheridan Road, North Chicago, Job R-91-999-90 Lake County
- IL 64 (North Avenue) at 25th Avenue, Job R-90-001-14, Cook County
- US 6 Route 6 over Marley Creek, Job R-91-019-11, Will County
- Sheridan Road 1 & 1.3 miles north of Lake Cook Road, Job R-91-005-17, Lake County, 11 parcels.
- Touhy at North Branch Chicago River, Job R-90-005-14, Cook County, 4 parcels.
- IL-64 (North Ave.) at 25th Ave., Job R-90-001-14, Cook County, 4 parcels
- US 6 at 179th St – Brook Hill Dr., Job R-90-029-13, Cook County, 3 parcels
- 183rd Street at Central, Job 90-013-11, Cook County, 4 parcels

IDOT PTB 161-017 Land Acquisition – Various Projects: Mr. Fleming served as Project Manager on a Work Order basis for projects on various routes and in various counties in District 1. Assignments included the preparation of Plat of Highways and Legal Descriptions for the following Land Acquisition projects:

- IL-59 at Petite Lake Road, Job R-91-025-12, Lake County, 14 parcels
- IL-120 at Hainesville Road, Job R-91-016-11, Lake County, 4 parcels
- IL-43 (Harlem Avenue) at 46th/47th Street, Job R-90-010-13, Cook County, 10 parcels
- IL-171 (First Avenue) 47th to 55th Street, Job R-90-011-11, Cook County, 3 parcels
- I-55 at Weber Road, Job 91-002-14, Will County, 60 parcels
- Pump Station 12, Job R-90-001-014, Cook County, 3 parcels

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
035.003226

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



WILLIAM J FLEMING
1417 CITADEL DRIVE
JOLIET, IL 60435



MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

17406336

JEFFREY FLOWERS SURVEY CREW CHIEF



Mr. Flowers has more than 20 years of experience in the surveying field. He has supervised, trained, and scheduled survey crews. He is experienced in Construction Layout, ALTA, Topographic surveys. He is also experienced with a variety of equipment which includes Geodimeter Total Station, Trimble Acu Controller, SDR 33, and Sokkia Total Station.

**CERTIFICATION/
TRAINING**
TRCSR Contractor Safety
Training
OSHA HAZWOPER
Certification

Key Projects

Chicago Public Building Commission – Agreement PS1688E Surveyor Services for Various Sites, Chicago, IL: Mr. Flowers prepared ALTA/NSPS Land Title Surveys and Plats of Survey with topographic features and utilities identified from field survey and Office of Underground Coordination atlases. Projects were vertically based on the City of Chicago datum and included the adjacent streets and detailed survey for ADA and other improvements.

- Durkin Park Elementary School ALTA/ACSM Land Title Survey – In 2011 surveyed 4.1-acre campus at 8445 S. Kolin Avenue, Chicago, Illinois.
- Albany Park Branch Library – In 2012, surveyed the existing Library at 5150 N. Kimball Avenue, Chicago, Illinois.
- Lindblom High School Parking Lot - In 2013, surveyed for the proposed parking lot in the half block between W. 61 Street and W. 62nd Street, west of S. Winchester Avenue, Chicago, Illinois.
- Mt. Greenwood Elementary School Annex – In 2017 surveyed and prepared a Plat of Survey for a 3.64-acre campus at 10841 S. Homan Avenue, Chicago, Illinois.
- South Side High School – In 2018 prepared an ALTA/NSPS Land Title Survey for the 19.34—acre campus at 6835 S. Normal Boulevard, Chicago, Illinois.
- McCutcheon Elementary School – In 2018 prepared an ALTA/NSPS Land Title Survey for the 0.9-acre campus at 4865 N. Sheridan Road, Chicago, Illinois.
- Everett McKinley Dirksen Elementary School – In 2018 prepared an ALTA/NSPS Land Title Survey for the 3.43-acre campus at 8601 W. Foster Avenue, Chicago, Illinois.
- Chicago Fire Department Engine Company 57 – In 2023 surveyed and prepared a Plat of Survey for a 0.63-acre campus at 1258 N. Western Avenue, Chicago, Illinois.

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

Governor State University Professional Topographic Survey (2013-2023): Smith Group JJR retained Environmental Design International inc. (EDI) to perform a topographic survey. Mr. Flowers was the survey crew chief. EDI completed topographic basemapping on the subject property in 2013 and continued services in 2023. EDI researched the property line to the University and the adjacent railroad. EDI completed a topographic survey (Administrative Code Section 1270.56) with AutoCAD basemapping, which included horizontal (Illinois State Plane East Zone, NAD83 2011, GPS derived) vertical Datum (NAVD 88, GPS derived), planimetric features, ground elevation, contours data, utility locations, vegetation data, and the final report with cross sections and AutoCAD formatting.

Talbot Laboratory Educational Laboratory Upgrade and Expansion - UIUC (2016): As a member of the exp US Services, team, Environmental Design International inc. (EDI) is providing professional services for the Talbot Laboratory Educational Laboratory Upgrade and Expansion project. EDI's survey team completed a topographic and utility survey of the site and surrounding public right-of-way.



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

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

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

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

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

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

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

Chicago Transit Authority (CTA) Red and Purple Line Modernization – Design Build, Professional Land Surveying Services, (March 2019 to Present) Chicago, IL, Survey Crew Chief. EDI's survey scope includes providing project control, topographic, boundary, and utility survey of the proposed corridor. EDI is also providing Terrestrial LIDAR scanning services, which is a very efficient and safe way of gathering survey grade measurements for inaccessible and potentially dangerous features. *Soad Kousheshi, PE, Stantec Consulting Services, Inc., 350 N. Orleans Street, Suite 301, Chicago, Illinois 60654*

DAKOTA FORTH

CREW CHIEF/SURVEY INSTRUMENT OPERATORS



A recent addition to the EDI Survey Team, Mr. Forth is a Survey Instrument Operator. He uses Trimble Robotic Total Stations and GPS units to locate topographic features and establish project control. He also assists on boundary projects, recovering property and right-of-way corners.

Key Projects

Chicago Public Building Commission – Agreement PS1688E Surveyor Services for Various Sites, Chicago, IL:

Mr. Forth prepared ALTA/NSPS Land Title Surveys and Plats of Survey with topographic features and utilities identified from field survey and Office of Underground Coordination atlases. Projects were vertically based on the City of Chicago datum and included the adjacent streets and detailed survey for ADA and other improvements.

- Chicago Fire Department Engine Company 57 – In 2023 surveyed and prepared a Plat of Survey for a 0.63-acre campus at 1258 N. Western Avenue, Chicago, Illinois.

IDOT PTB 199-013 Work Order 4 & 5 Surveys (2022) Illinois. EDI was retained by Orion Engineer PLLC to provide professional survey services. EDI provided limited Route Survey, Cross sections and ADA Surveys, horizontal and vertical control, Supplemental survey as directed by the design team, and basemapping surveying.

IDOT PTB 185-006 Phase II Various ADA Ramps Surveys (2020) Illinois District One. EDI was retained by The WT Group, LLC to provide professional survey services. The team's scope of work includes but is not limited to, route surveys, topographic surveys, cross-sections, profiles, existing and proposed centerline alignments, drainage inverts, locating existing right-of-way monuments, plotting of field information, mapping projects, and other tasks. The survey information supports Phase II design and is formatted per IDOT specifications. All data collected electronically or plotted complies with IDOT CADD standards and use standard IDOT Survey Point Codes.

Wade Street Bridge Survey Phase I and II Survey Services (2018-2022), City of Highland Park. EDI was retained by Stanley Consultants to provide professional survey services. EDI team review available public mapping to assist in establishing approximate right-of-way lines. Ms. Forth supported the topographic survey, including roadway, pavement differentiated by type and usage, public and private utilities, watermains, storm and sanitary sewers, natural gas, electric and communications systems, and street lighting. The survey data was provided in Microstation format in accordance with the current version of IDOT CADD Standards.

Cook County Department of Transportation and Highways (CCDOH), Various Location- Project 3304 (2019-2022) Illinois EDI was retained by Infrastructure Engineering to complete WO#1 Markham, WO#2 Plum Creek West, WO#3 87th and 83rd, WO#12 Boca Rio Ditch, WO#17 Lacey Lake, WO#21 119th St. Mount Hope Cemetery, WO#22 186th St. Ditch, WO#24 Pavement Rehab Program, and WO#30 Calumet City. EDI team review available public mapping to assist in establishing approximate right-of-way lines. Mr. Forth supported topography surveys, Drain Tile Surveys (DTS), plats surveys, horizontal surveys, GPS, and vertical surveys. EDI delivered MicroStation basemapping with current IDOT standards, field notes, XP-SWMM modeling, and ASCII files with survey points.

Illinois Department of Transportation (IDOT), Various Land/Routes Locations, Illinois (2012-2021). EDI provided professional parcel plats and highway plats projects for Lake County, Village of Melrose Park, McHenry County, Cook County Forest Preserve, Lake County Forest Preserve, Homer Glen, Waukegan, Orland Park, Winnetka, Arlington Heights, and Lemont.

IDOT PTB 179-001 Phase I Various ADA Surveys (2018) Illinois District One. EDI was retained by The WT Group, LLC to provide professional survey services. The team's scope of work includes but is not limited to, route surveys, topographic surveys, cross-sections, profiles, existing and proposed centerline alignments, drainage inverts, locating existing right-of-way monuments, plotting of field information,

CERTIFICATES

OSHA 40-Hour
HAZWOPER

Industry Training

CPR

First Aid Training

ComEd Safety Training



mapping projects, and other tasks. The survey information supports Phase I design and is formatted per IDOT specifications. All data collected electronically or plotted complies with IDOT CADD standards and use standard IDOT Survey Point Codes

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

IDOT Land Survey for Phase I and Phase II Engineering Various Projects (Ongoing), Field Work Instrument Person. EDI is a subconsultant on several project teams providing land survey services for various Phase I and Phase II engineering projects throughout District One. The team's typical scope of work includes, but is not limited to, route surveys, topographic surveys, cross-sections, profile, existing and proposed centerline alignments, drainage inverts, locating existing right-of-way monument, plotting of field information, mapping projects, and other tasks.

PAUL S. HERMAN
SURVEY CREW CHIEF



Mr. Herman is a survey crew veteran with more than thirty years of surveying crew and crew chief experience. As Survey Crew Chief, he works closely with Chief Professional Land Surveyor Lee R. Koehler, PLS to deliver ALTA, boundary, and topographic surveys including necessary research, grading plans and construction layout. **Paul has performed thousands of surveys, mainly in the greater Chicago/Cook County area**, with previous employers from field work through drafting, and he is proficient in boundary surveying, title commitment research, and quality assurance/quality control review. Paul’s survey work at Hamilton Consulting Engineers, Inc. includes the following

Environmental Design International, Crew Chiefsince 06/23
Hamilton Consulting Engineers Inc., Crew Chief 12/21 – 05/23
Certified Survey, Inc., Crew Chief 07/92 – 12/21
Exzact Survey Co., Instrument Person 05/91 – 02/92

EDUCATION
Waubonsee Community College - Associate Degree in Business 8/91

Key Projects

TYPE OF PROJECTS

IDOT Various Survey Projects for NPDES Compliance - PTB 195-010, Work Order 6 - 143rd Street Topographic Survey and Drainage Study Survey Crew Chief for two-part project:

- On the westerly portion from Creek Crossing Drive to Wolf Road, full cross sections were taken every 50 feet on each side of the street, extending 25 feet north and south of the existing right of way. All drainage structures in this area were surveyed.
- The easterly portion from Wolf Road to 108th Street, cross sections from the edge of pavement north and south to just beyond the existing right of way were cut to locate any existing ditches. All drainage structures in this area were surveyed.
- Stationing was matched on the easterly portion from Wolf Road to 108th Street and was extended westerly along 143rd Street to Creek Crossing Drive.

NGVD 88 benchmarks were utilized to the west along Will-Cook Road and benchmarks provided on drawings were checked.

Acciona, Inc. Survey Crew Chief and CAD Technician for 90+ ALTA and boundary surveys in support of a Solar Farm Development in southern Will County, Illinois. Work included preparation of 72 NSPS/ALTA Surveys for the 4,176-acre development, with 8,000+ acres covered when easements are included. The parcels were spread across portions of 15 sections and involved the location of 88 section corners for those parcels. All improvements were shown and located. The team coordinated with two Will County highway districts and 8 township road districts along the Will/Kankakee County line. All work was performed in State Plane Coordinates.

Madden Mental Health Center – Capital Development Board project with JP Architects as prime and HCE as subconsultant Survey Crew Chief for boundary survey and limited topographic survey of a 25-acre site at the corner of Roosevelt Road and First Avenue in Broadview, IL. The Madden Mental Health Center is a 32-building facility established in 1965. The scope of work provides for removing the existing security fence and providing new fencing to secure the outdoor recreational areas as well as providing inner courtyard control areas outside of the units and complete perimeter enclosure. The survey was prepared in the Illinois State Plain Coordinate System to conform with other studies being performed for the property.

Village of Sheridan – 2022 Street Maintenance Survey Crew Chief for Phase II topographic survey for sidewalk and street improvements.

Walden Woods Analysis Survey Crew Chief for topographic survey of ponds/site with drainage issues.

Lakewood on Caton Farm Detention Repairs Survey Crew Chief for topographic survey of detention areas.

LEE R. KOEHLER, PLS
CHIEF PROFESSIONAL LAND SURVEYOR



Mr. Koehler's expertise includes Supervision and Daily Operation of Survey Staff; Cost Estimates and Bidding of Projects; Maintaining Client Relationships; Preparation of NSPS A.L.T.A., Illinois Land Survey Standard Boundary's, Topographic, Condominium and Mortgage Surveys; Preparation of Plats of Surveys for Subdivisions, Easements, Dedications, Vacations and Route Surveys; and GPS Control, and GIS Studies. Lee was licensed in 1984 and has been providing surveying services for nearly 40 years.

Environmental Design International	since 06/2023
Hamilton Consulting Engineers, Inc.	02/2010 – 05/2023
Weaver Boos Consultants.....	06/2008 – 02/2010
Cowhey Gudmundso Leder.....	10/1991 – 12/1994
Hagaensee Surveying Group Ltd.....	10/1983 – 10/1991

Key Projects

Madden Mental Health Center Capital Development Board project with JP Architects as prime and HCE as subconsultant - Lead Surveyor for boundary survey and limited topographic survey of a 25-acre site at the corner of Roosevelt Road and First Avenue in Broadview, IL. The Madden Mental Health Center is a 32-building facility established in 1965. The scope of work provides for removing the existing security fence and providing new fencing to secure the outdoor recreational areas as well as providing inner courtyard control areas outside of the units and complete perimeter enclosure. The survey was prepared in the Illinois State Plain Coordinate System to conform with other studies being performed for the property.

Surveying and Land Acquisition Services Upon Request - I-12-4057, PSB 12-3 Item 23 - Illinois State Toll Highway Authority Lead Surveyor, this contract involved the following components: Preparation of Plats and Legasls for various easments and composition drawings for Tollway ROWs.

- prepared easement plats for I-57/I-294 and I-390 for over 420 parcels.
- participated in corridor studies for the extension of I-355 through Lake County and the proposed widening of I-294 from 95th St. to Devon Avenue.

And, as a task on this project plus a task on a follow up project, I-14-4225 as a subconsultant to Mathewson Right of Way Company:

- prepared and recorded Plats of Highway for a 42.5-mile corridor I-88 through DeKalb, Ogle, Lee, and Whiteside Counties, recording 362 monument records in the 4 counties.

The team documented the ISTHA ROW for the initial recordation of the land interest in each of these counties after performing extensive document/archival and client document pared meta files for GIS dBase integration and tracking via the ISTHA iROW archives.

IDOT Various Survey Projects - P-91-247-11, PTB 158 Item 12 Lead Surveyor for Rt. 64 North Avenue through Kane, DuPage, and Cook Counties. Portions of Rt. 53 through DuPage and Will Counties. Rt. 56 Butterfield Road in DuPage County. All of this work involved location and mapping of storm sewer structures to be input into the IDOT GIS Database.

IDOT Various Surveys Projects, Drainage Studies - Job No. P-91-158-08, PTB 147 Item 13 Various Routes, Various Counties, Region One/District One Lead Surveyor that Performed 17 drainage studies for various sites in District 1.

IDOT District 1, PTB 195-010 Survey for NPDES Compliance, Work Order 1 - Illinois Route 113 Drainage Study Lead Surveyor for a 5,990-foot drainage study. The cross street was Will County Highway 26 (West River Road). Cross sections were taken every 50 feet which extended north and south of the right of way lines. Separate cross sections were taken at creeks that crossed Route 113 and crossections were obtained along a creek to an intersection with West River Road.

IDOT District 1 Various Survey Projects for NPDES Compliance - PTB 195-010, Work Order 6 143rd Street Topographic Survey and Drainage Study Lead Surveyor for two-part project:

- On the westerly portion from Creek Crossing Drive to Wolf Road, full cross sections were taken every 50 feet on each side of the street, extending 25 feet north and south of the existing right of way. All drainage structures in this area were surveyed.

EDUCATION

Wright Junior College,
Chicago, Illinois

College of DuPage, Glen
Ellyn, Illinois

LICENSE

Illinois Professional Land
Surveyor #035-002717 1984

CERTIFICATES

Illinois Professional Land
Surveyors Association

Pat Patterson Surveyor of
the Year Award 2008 by
I.P.L.S.A.

National Society of
Professional Land Surveyors

Surveyors Historical Society

OSHA 30 Safety Certification



- The easterly portion from Wolf Road to 108th Street, cross sections from the edge of pavement north and south to just beyond the existing right of way were cut to locate any existing ditches. All drainage structures in this area were surveyed.
- Stationing was matched on the easterly portion from Wolf Road to 108th Street and extended westerly along 143rd Street to Creek Crossing Drive.
- NGVD 88 benchmarks were utilized to the west along Will-Cook Road and benchmarks provided on drawings were checked.

IDOT District 1 Various Survey Projects for NPDES Compliance - PTB 195-010, Work Order 10 - Sheridan Road Drainage Study, Glencoe Lead PLS for:

1. Sheridan Road topographic survey. Locate the edge of pavement, and centerline along with drainage structures.
2. Bridge Survey. Prepare a detailed survey of portions of the bridge.
 - a. Prepare a detail of the three arch bridge elevations.
 - b. Detail for bridge piers and abutments.
 - c. Locate the tops of footings so the amount of scour can be identified.
3. Stream Survey
 - a. Centerline line profile every one hundred feet.
 - b. Crosssections at eight points of the ravine.

Prepare CADD drawings and sections for all points located.

IDOT District 2 Various Survey Projects PTB 204-24 Work Order No. 1 Plat of Highways for U. S. Rt. 52, Lee County, Illinois

Lead PLS for preparation a Plat of Highways for approximately 1600 feet of U.S. RT 52.

- Locate eight Section Corners in Section 3, Township 20 North, Range 10 East of the Fourth Principal Meridian, and three Section Corners in Section 34, Township 21 North, Range 10 East of the Fourth Principal Meridian.
- Locate or set Section Corners and prepare Monument Records with four ties to each Section Corner for Recording.
- Prepare two Premise Plats for new Right of Way dedications and a temporary construction easement. Prepare five new Legal Descriptions.
- Locate Right of Way for U. S. RT 52, set 9 missing Right of Way Corners. Set thirteen new Right of Way corners for the new dedications and a temporary easement.
- Prepare a four-page Plat of Highways to show all of the above information to District 2 Standards.

Tollway PSB 17-2 Design Upon Request - Task 2 Maintenance Site 14 Improvements Lead Surveyor for boundary and topographic survey of the approximately seven-acre site including two entrances to I-355. The renovations to a Tollway M-Yard. Improvements included:

- retaining wall replacement;
- reconstruction of an I-355 on-ramp, including geometric and vertical alignment designs;
- hydraulic modelling utilizing HEC-HMS stormwater modeling to demonstrate that the proposed site improvements do not negatively impact the existing stormwater system, including detention basin;
- enclosed drainage with offsite flow;
- HMA and PCC paving; and correction of significant drainage problems, including trench drain design.

Work also included field assessments and bidding services. The developed final plans, specifications and estimates per the Tollway's DSE manual, attended pre-bid meetings, and completed bid analysis. This project was delivered within budget and on time.

Weaver Consultants Group - Alta Surveys – Standard Bank and Trust Co. Lead Surveyor for Preparation of NSPS/ALTA LAND TITLE SURVEYS for three parcels in the City of Chicago and one parcel in the City of Joliet. Working with the Weaver Consulting Group as a team, to prepare NSPS/ALTA land title surveys for 24 parcels of land for Standard Bank and Trust company and First Midwest Bank Company.

Capital Development Board – Stateville Correctional Center Power Plant Demolition, Contract 120-230-139 - subconsultant to JP Architects Lead Surveyor for 3-acre topographic survey of building/facilities to be demolished and surrounding grounds. The survey was performed in the Illinois State Plane Coordinate system.

Plainfield Park District Annexation Plats Preparation of annexation plats for 8 parcels of land owned by the Plainfield Park District. We prepared exhibits and legal descriptions for each parcel that totaled 92.82 acres.

Joliet Junior College City Center Parking Lot Improvements Lead Surveyor for preparation a boundary and topographic survey of a two-block area of downtown Joliet in order to produce Phase II design documents for conversion of Webster Street into a parking lot and plaza area. The plan also included upgrading of two alleys.



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RICARDO LOPEZ SURVEYOR



Mr. Lopez acquired extensive experience in conducting surveys and providing accurate measurements and field data to support various engineering and construction projects. He has worked on a range of projects including boundary, land subdivision, transportation, and site development. His duties involve overseeing survey teams and ensuring that all work is completed to the highest standard of quality.

Key Projects

Residential Housing Plot and Stake, Kentucky and Indiana, (2018-2023) Mr. Lopez used construction plans, record plat, and proposed building location to review drawings for proposed residential houses in existing lots. He made markups and lists of corrections as part of the review process. Once the plot plan was approved by the client prepared house layout staking files that included proposed building corners, proposed building offsets stakes, and calculated property corners from record plat or deed descriptions. He assisted field crews, when necessary, on getting their setup with monuments found orientated to plot plans to be able to stake the house in the right location. He helped drafters with plot plans when necessary and worked with minimum opening elevation certificate applications for Jefferson County residences that needed to comply with this requirement.

ALTA Survey, Kentucky and Indiana, (2018-2023) Mr. Lopez reviewed all field data, field notes, pictures, drone aerial images, title commitment or policy, title research, and notes. He created drawings with point survey data, reviewed discovered monuments, plotted boundary descriptions, and proceeded to solve boundaries with available monuments. He verified the drawing scale and made the request to the drafters for points to be connected, symbols and labels added, and QC/QA drawing after the drafters were done. He checked adjoining property owners' documents and plotted their deed descriptions to verify boundaries or rectify boundaries in case some of the boundary calls were too vague in nature. He reviewed and addressed title exception items.

Existing Base Drawing, Kentucky, Indiana, Tennessee, and Ohio, (2018-2023) Mr. Lopez reviewed the drawing site and identified in points data buildings, improvements on site, storm structures, ditches, banks, streams, and other topographic features. He created break lines to prevent bad triangulation. He excluded buildings and other high structures from the surface and verified the coordinates of horizontal and vertical datum. He marked elevations of sewer structures and added drone photogrammetry data to drawings.

Boundary and Survey Plats, Kentucky and Indiana, (2019-2023) Mr. Lopez Reviewed property records and surveyed point data to determine or reestablish property boundary location. He plotted property deed descriptions and aligned survey data with deeds or vice-versa. He compared the location of the corner found and adjoined plotted boundary. He reviewed the seniority of monuments and possible boundary solutions based on online possession, existing right of ways, evidence found condition, and location. He made boundary determination when property descriptions were vague, not plottable, or erroneous compared with property evidence found in the field, using adjoins records and found corners. After solving the boundary, he prepared field staking data for property corners that needed to be re-established and in case of a Minor Subdivision corners to be set. He prepared a surveyor's report detailing conditions and monuments found, an analysis of record documents, a theory of location, and a boundary determination summary.

EDUCATION

University of Puerto Rico,
Mayaguez Campus B.S.
in Survey and
Topography (2006)

LICENSE

Professional Land
Surveyor State of
Kentucky

Professional Surveyor
State of Indiana

KENT NAGEL, PLS
SENIOR SURVEYOR



Kent has 32 years of experience working for civil engineering and surveying consultants in Chicago and throughout northern Illinois. Kent's career experience has been with Illinois Department of Transportation, Illinois Tollway, various counties, and private land developers. Kent has over 18 years of experience in project management acting as point of contact and Department Manager for surveying services. He has performed and sealed plats for boundary, topographic, design related base map, control and alignments for route design and construction projects. Major development projects include major & minor subdivisions, 19-mile pipeline route survey, and layout and as-built record documents for a new multi-unit natural gas generator power project.

EDUCATION

B.S., Industrial
Technology, Construction
Project Management
Western Illinois
University, Macomb, IL

LICENSES

Professional Land
Surveyor – (IL
035-003410)

Key Projects

Chicago Public Building Commission – Agreement PS1688E Surveyor Services for Various Sites, Chicago, IL: Mr. Nagel prepared ALTA/NSPS Land Title Surveys and Plats of Survey with topographic features and utilities identified from field survey and Office of Underground Coordination atlases. Projects were vertically based on the City of Chicago datum and included the adjacent streets and detailed survey for ADA and other improvements.

- Chicago Fire Department Engine Company 57 – In 2023 surveyed and prepared a Plat of Survey for a 0.63-acre campus at 1258 N. Western Avenue, Chicago, Illinois.

City of Chicago Department of Water Management Term Agreements, Contract Number 28472, TO 19-401, Chicago, IL. Mr. Nagel was project manager for the Prime on this contract coordinating services billing and contract execution with EDI as the MBE. Professional Land Survey Services included Topographic Survey and Base Drawing Development for Various Department of Water Management Water Main Replacement and ADA Projects. In 2019, a topographic survey and base drawing development for approximately 8 miles of proposed water main improvements in various neighborhoods. Water Department MicroStation CAD standards were adhered to, existing utilities were plotted from field observations, and the Office of Underground Coordination supplied atlas information. Final water main basemap submittals, including pavement restoration details, were produced using MicroStation and MicroStation v8i.

City of Chicago Department of Water Management Term Agreements, Contract Number 28468, TO 18-401, Chicago, IL. Mr. Nagle provided Professional Land Survey Services, including Topographic Survey and Base Drawing Development for Various Department of Water Management Water Main Replacement and ADA Projects. In 2018, a topographic survey and base drawing development for approximately 9 miles of proposed water main improvements in various neighborhoods. Surveys were horizontally controlled using Trimble GPS to establish Illinois State Plane Coordinates, NAD'83 East Zone. The vertical datum was the City of Chicago, established by differential leveling from the Department of Sewers benchmarks. The existing right-of-way lines were determined and included on the basemapping.

City of Chicago Department of Water Management Term Agreements, Contract Number 28468, TO 17-401, Chicago, IL. Mr. Nagle provided Professional Land Survey Services, including Topographic Survey and Base Drawing Development for Various Department of Water Management Water Main Replacement and ADA Projects. In 2017, a topographic survey and base drawing development for approximately 12 miles of proposed water main improvements in various neighborhoods. Surveys were horizontally controlled using Trimble GPS to establish Illinois State Plane Coordinates, NAD'83 East Zone. The vertical datum was the City of Chicago, established by differential leveling from the Department of Sewers benchmarks. The existing right-of-way lines were determined and included on the basemapping.

Topographic features were electronically collected in the field using total stations, RTK GPS, and data collectors. Water valve vaults were as-built, with the structure material and condition, pipe sizes, and



depths noted. Over 62,00 feet were surveyed and basemapped for ADA Ramp design. Water Department MicroStation CADD standards were adhered to, existing utilities were plotted from field observations, and the Office of Underground Coordination supplied atlas information. Final water main basemap submittals, including pavement restoration details, were produced using MicroStation and MicroStation v8i.

CDWM Sewer Section TOR 19-4 Sewer Design Projects (Various Locations), Chicago, IL GRAEF is the Prime Consultant responsible for preparing sewer plans for In-House and Private Contract construction for seven different sewer jobs PN 7403, 7404, 7405, 7406, 7407, 7409, and 7410. Engineering tasks include plotting existing right-of-way and all utilities received through the OUC IR process, coordinating with utilities to confirm location if surveyed conditions differ from atlas conditions, planning existing and proposed sewer profiles, and locating proposed sewer to minimize conflict with utilities. Coordination with CTR staff and the CDWM Water section is done throughout the project, beginning at the 30% design meeting. These projects also include restoration plans, including grading for ADA compliance.

CDWM Sewer Section TOR 18-5 Sewer Design Projects (Various Locations), Chicago, IL GRAEF is the Prime Consultant responsible for preparing sewer plans for In-House and Private Contract construction for eight separate sewer jobs PN 7238, 6940, 6967, 6415, 7120, 7246, 6956A, and 7165. Engineering tasks include plotting existing right-of-way and all utilities received through the OUC IR process, coordinating with utilities to confirm location if surveyed conditions differ from atlas conditions, plotting existing and proposed sewer profiles, and locating proposed sewer to minimize conflict with utilities. Coordination with CTR staff and the CDWM Water section is done throughout the project, beginning at the 30% design meeting. These projects also include restoration plans, including grading for ADA compliance.

City of Chicago, Department of Sewers, Topographic survey services. Rubinos & Mesia Engineers, CDWM Sewer Section TOR# 20-03 Mr. Nagle's team completed topographic surveys, base mapping, and Utility franchise mapping for the Civil Design of 25 city blocks on 9 locations. The typical scope of services included Right of the Way location, entire ROW topographic surveys with 50' cross sections, sub-surface Utility data plotted via field measurements, and Atlas data. Geopak and MicroStation survey processing and base mapping. (Work performed June-September 2018).

ISTHA PSB 17-2/08 D.U.R. Sub to HBM Contract RR-16-4276 Various Task Orders: 2018-2019. Mr. Nagle managed the field operations and topographic surveys for multiple locations along I-294 and I-90 Tollway corridors.


17-2-08 D.U.R. Task 03, I-294 bridge overpass over Central Road and Ballard Road Mr. Nagle prepared topographic surveys of I-294 bridge over Central Road and Ballard Road. Surveys were prepared for new sound wall design to be attached to bridge. Topographic detail included cross sections, utility connections, and bridge structural details of piers, abutments and bearing seats.

17-2-08 D.U.R. Task 05: GRAEF prepared topographic surveys of Belvidere Oasis ramp to I-90. Mr. Nagle prepared topographic survey for shoulder erosion and shoulder failure areas. Topographic detail included cross sections, overland flow routes, utility connections, row plotting and alignment recovery.

17-2-08 D.U.R. Task 06. Mr. Nagle prepared topographic survey of the I-190 toll plaza No. 31 for the rehabilitation of the toll booth canopy. Topographic detail included cross sections, Alignment and data collection for MOT plans, Structural members of the canopy, full detail of conduit lines within the canopy and associated utility connections.

17-2-08 D.U.R. Task 07, I-294 at Higgins Road, Devon Ave, over railroad and Lake Cook southbound on ramp. Mr. Nagle developed topographic surveys along I-294 corridor for sound wall replacement, sound wall extensions and Retaining wall erosion and undermining restoration. Topographic detail included cross sections, wetland delineation, overland flow routes, utility connections, row plotting and alignment recovery.



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R.J. Paulik

Land Survey Manager



EDUCATION

Iowa State University,
Community and Regional
Planning, 2001

YEARS OF EXPERIENCE

18 years

TECHNICAL SKILLS

- GPS
- Geodesy
- Microsoft Office
- MicroStation
- Civil 3D
- ReCap
- RiScan Pro
- Projectwise
- Geopak
- Cyclone
- GeoOffice
- TopoDOT
- LASTools

R.J. Paulik began his career in land surveying in 2004, joining Gasperec Elberts Consulting in 2022. He has survey experience with emphasis in both private and public land sectors. He has served as CAD manager, survey technician, project manager and also as point of contact for Nicor Gas' Land Services and Construction Operations.

R.J. is committed to monitoring and evaluating trends in land surveying technologies to expedite workflows and provide schedule and cost-conscious survey services to GEC's clients.

REPRESENTATIVE PROJECTS

IL 120 Improvements

Client: Lake County DOT

Conducted research to identify ownership of parcels along a half-mile corridor of IL 120. Ordered title searches for total holdings of all properties adjoining existing right of way lines. Organized all research into a manageable database and provided feedback to the title company for revisions. Provided boundary analysis based on record documents and title research to produce an accurate basemap to be used for proposed property takes.

Plank Road at Illinois Route 47 Final Engineering Services

Client: Kane County Department of Transportation

Staff Surveyor for the analysis of an existing right of way corridor. Produced Plats of Highway and legal descriptions to facilitate the acquisition of parts of 12 land parcels adjoining the proposed right of way corridor. All project requirements were to meet State, Federal and other applicable requirements.

Transmission West Station 200 Installation

Client: Nicor Gas

Scheduled and coordinated boundary recovery and field staking for private/public boundary lines, right of way, and easements in support of the installation of Station 200 along Miner Road in the Galena Territory. Directed and assisted field and office technicians to execute field work. Communicated regularly with technicians and construction operations to safely perform both installation and as-built pipeline services, up to and including, the hydrostatic testing stage of the project. Reviewed as-built data in a tabular format suitable for Geographic Information Systems (GIS) integration. Performed project management tasks including: project setup, resource allocation, scheduling and invoicing.

Waubensee Drive and IL Route 47 Intersection Improvements

Client: Waubensee Community College

Performed topographic and boundary surveys to support design of safety improvements at the intersection of Waubensee Drive and Illinois Route 47, near Waubensee Community College. One-half mile of Illinois Route 47 was surveyed, including the bridge over Blackberry Creek. An additional one-quarter mile was surveyed along Waubensee Drive/Old Oaks Road and in areas of anticipated right-of-way acquisition. Prepared plats of highway and legal descriptions for 3 parcels around the intersection.

INGRID SAMBUDJO

CAD DESIGNER



Ms. Sambudjo has over 10 years of experience as an architectural engineer overseeing international private and governmental projects, from preliminary design stage to site implementation and monitoring-supervision. She is highly skilled in the following areas: Preliminary design, construction drawing-detail and as-built drawings documentation for conventional, fast-track, and turn-key projects (new or renovation); Office and project site coordination, monitoring, and supervision; and Project management experience. She is experienced in AutoCAD, Autodesk Revit, Autodesk Land Desktop, Adobe CS (Photoshop, InDesign, Illustrator), and MS Office Suite (Word, Excel, Power Point, Outlook).

EDUCATION

Master's Degree, Infrastructure Planning Program (Coursework Only), 2013, University of Stuttgart, Stuttgart, Germany

Bachelor of Engineering (B.Eng.), Architecture, 1999,

Petra Christian University, Surabaya, Indonesia

Key Projects

Chicago Public Building Commission – Agreement PS1688E Surveyor Services for Various Sites, Chicago, IL:

Ms. Sambudjo prepared ALTA/NSPS Land Title Surveys and Plats of Survey with topographic features and utilities identified from field survey and Office of Underground Coordination atlases. Projects were vertically based on the City of Chicago datum and included the adjacent streets and a detailed survey for ADA and other improvements.

- Chicago Fire Department Engine Company 57 – In 2023 surveyed and prepared a Plat of Survey for a 0.63-acre campus at 1258 N. Western Avenue, Chicago, Illinois.

Accurate Survey Service, Inc., Barrington, IL (2019) CAD Drafter: Created As-Built and ALTA/NSPS survey drawings according to the survey and legal descriptions for commercial and public buildings/facilities.

Nicolay Design GmbH, Stuttgart, Germany (2015-2016) Interior Architect: Consulting company with 15+ employees and service range of architecture, interior, lighting & sound effect

- Prepared Bill of Quantity for bidding documents, vendors' lists and ensured time frame for delivery and project site installation
- Assisted Project Manager and actively coordinated with 4+ sub-contractors/consultants in providing fast-track modification including construction and detail documentation due to structural/ME on-site updates, disability regulation, and client's review

GUS-IBS Architekten/Ingenieure, Stuttgart, Germany (2013 – 2014) Architect. Architectural and engineering firm with educational, sports and infrastructure projects in Asia, Africa and Latin America

- Prepared construction - detail documents and Bill of Quantity for diverse projects in Germany, including re-zoning and re-planning outdated building premises
- Maintained proactive communication with Project Managers in several cities in Germany to discuss project related issues in ensuring budget limitation and time schedule

Ciputra University - Interior Architecture Department, Surabaya, Indonesia (2006-2011) Lecturer: Private University which integrates entrepreneurship education and training to develop young entrepreneurs

- Created lecture syllable/ modules, lectured, and provided mentorship for 50+ Entrepreneur Interior Design Studio students in the preparation aspect of academic capability, entrepreneurship and business planning.

CV Cipta Kurnia Persada, Surabaya, Indonesia (2004-2011) Architect/ CEO/ Co-Founder & Co-Owner: Small design-build enterprise in architecture and interior service

- Oversaw the whole architectural process, commencing from preliminary design to construction.
- Directly managed daily business operation, marketing, cash-flow, legal papers and tax filing
- Reviewed bidding documents (BoQ, specifications), project appraisal, procurement and monitored progress reports

I. SAMBUDJO (Continued)



- Examined construction documentation (drawings & schedules) from freelancers, junior architects & engineers
- Arranged mobilization and coordination between office and construction sites and oversaw material purchasing schedules including delivery, warehousing and logistics

DHV Nederland (Surabaya- Indonesia office) / PT. DHV Indonesia/ PT. Mitra Lingkungan Dinamika (2000-2004) Architect/Site Architect/Project Architect: International engineering and project management consultancy, joint venture of DHV Nederland, with spanning aviation, buildings, energy, industry, infrastructure and water management

- Involved in preliminary design, planning and construction supervision, site survey for diverse projects in Indonesia and the Netherlands, including industrial & manufacturing plants, offices, GSM telecommunication antenna and classified projects under US government/ IMF/ World Bank funding
- Assisted Project Manager and ME consultant for fast-track on-site recommendation, updates, and modifications.

JASON J. SAXTON

SURVEY TECHNICIAN/ SURVEY CREW CHIEF



Mr. Saxton has over 18 years of experience in the land surveying field, in both the field and office. As a survey crew chief, working on projects that have included construction staking, topographic surveys, hydraulic surveys, and elevation verification. He is proficient with Trimble Real Time GPS, robotic total stations, digital levels, MicroStation and geopak. Responsibilities have included client contact and interfacing with the public, as necessary.

EDUCATION

Iowa Lakes Community College, A.A. Computer-Aided Drafting and Design, 1999

Key Projects

IDOT PTB 162/016 W.O. #35 R-90-001-19 FAU 3587 Main Street (2020-2022), Lemont, IL. EDI prepared Plats of Highway and legal descriptions for 27 parcels, including both right-of-way acquisition and permanent easements, along the Main Street corridor in Lemont, IL from Wheeler Drive to IL 83/Archer Ave. EDI supported field surveys, record document research, title commitment review, and boundary calculations. Mr. Saxton helped prepare the CAD component for deliverables.

ISTHA I-90 US20 Survey Task 5A (2021-2022) Downers Grove, IL. EDI was retained by the HDR Inc. engineering team to provide topographic surveys for 41 acres which included highway ramps. Mr. Saxton helped complete the deliverables into MicroStation format basemapping according to current ISTHA CAD Standards as well as an ASCII file of all surveyed points, and field notes including structure as-builts.

Chicago Park District, Jackson Park-Wooded Island, Chicago, Illinois (February - July 2019) Survey Technician. EDI prepared a Plat of Topography for the Chicago Park District Jackson Park – Wooded Island. The survey encompassed natural areas, the Sky Landing site, and the Japanese Garden Site. The survey included aboveground and underground utilities, and vegetation location/identification. Khatija Hashmy, Chicago Park District, 541 North Fairbanks Court Chicago, IL 60611, 312-742-4711, khatija.hashmy@chicagoparkdistrict.com

Chicago Transit Authority (CTA) Red and Purple Line Modernization – Design Build, Professional Land Surveying Services, (March 2019 to Present) Chicago, IL, Project Surveyor. EDI's survey scope includes providing project control, topographic, boundary, and utility survey of the proposed corridor. EDI is also providing Terrestrial LIDAR scanning services, which is a very efficient and safe way of gathering survey grade measurements for inaccessible and potentially dangerous features. Soad Kousheshi, PE, Stantec Consulting Services, Inc., 350 N. Orleans Street, Suite 301, Chicago, Illinois 60654

Governor State University Professional Topographic Survey (2013-2023): Smith Group JJR retained Environmental Design International inc. (EDI) to perform a topographic survey. Mr. Saxton was the survey technician. EDI completed topographic basemapping on the subject property in 2013 and continued services in 2023. EDI researched the property line to the University and the adjacent railroad. EDI completed a topographic survey (Administrative Code Section 1270.56) with AutoCAD basemapping, which included horizontal (Illinois State Plane East Zone, NAD83 2011, GPS derived) vertical Datum (NAVD 88, GPS derived), planimetric features, ground elevation, contours data, utility locations, vegetation data, and the final report with cross sections and AutoCAD formatting.

Talbot Laboratory Educational Laboratory Upgrade and Expansion - UIUC (2016): As a member of the exp US Services, team, Environmental Design International inc. (EDI) is providing professional services for the Talbot Laboratory Educational Laboratory Upgrade and Expansion project. EDI's survey team completed a topographic and utility survey of the site and surrounding public right-of-way.

Metra Blanket Contract, Northeastern Illinois. Survey crew chief performed a topographic and boundary survey for the preparation of a Plat of Survey for the acquisition of property at 35th and Federal Street. Performed field survey for the development of ALTA/ACSM Land Title Surveys with topographic features for proposed improvements to new and existing stations, parking lots and commuter rail lines. Sites included Cary, Great Lakes, Park Ridge Dee Road, and the Wheaton College Avenue stations. Work included boundary and topographic surveys and utilized GPS and robotic total stations. Also

assisted with data downloads, base mapping, and parcel computations.

Illinois Tollway Contract No. I-17-4677 – Elgin O’Hare Western Access, as subconsultant to RS&H.

EDI is providing topographic route survey, basemapping, Union Pacific Railroad coordination and access, monumentation location, railroad track surveying, as well as surveying a portion of the west side of O’Hare Airport. EDI’s scope also includes tree surveys and a wetland delineation survey, along with supporting geotechnical engineering efforts by staking and locating cores and borings. Survey services also include surveying existing drainage systems on adjacent properties and establishing contours for four proposed detention ponds. Mr. Saxton assisted with the processing of survey data, fixing survey line W.O.rk and labelling.

City of Chicago Dept. of Water Management (CDWM) Topographic and ADA Ramp Survey for Water Main Replacement Program. Over twelve years of providing topographic survey services for several water main replacement projects throughout the City of Chicago for the Chicago Department of Water Management. All survey work performed includes location of all visible surface features, such as pavement centerline location and elevation, landscaping, sanitary sewer manholes, water valves, underground utilities and traffic control. The drawings are being prepared electronically on CDWM base sheets in Microstation format to published CDWM standards.

IDOT PTB 161/017 Land Acquisition – Various Projects. Served as Survey Crew Chief and CADD Technician on a work order basis for projects on various routes and in various counties in District 1. Assignments included the preparation of a Plat of Highway and Legal Descriptions for the following Land Acquisition projects:

- IL-59 at Petite Lake Road, Job R-91-025-12, Lake County, 14 parcels
- IL-120 at Hainesville Road, Job R-91-016-11, Lake County, 4 parcels
- FAP 307 (IL-64) North Ave. at Michigan Ave., DuPage County, Excess Parcel 1WY1087
- IL-43 (Harlem Avenue) at 46th/47th Street, Job R-90-010-13, Cook County, 10 parcels
- IL-171 (First Avenue) 47th to 55th Street, Job R-90-011-11, Cook County, 3 parcels
- I-55 at Weber Road, Job 91-002-14, Will County, 60 parcels

IDOT PTB 151/009 W.O. #14 US 20-West Union Road to Illinois Route 47, Kane and McHenry Counties. Route survey including cross sections at 500’ intervals for 12.3 miles of HMA shoulder and rumble strip improvements, 57 guardrail ends at 18 locations and traffic signal modernization.

IDOT PTB 151/009 W.O. #8, 10 & 12 Guardrail Improvements, Various Locations, Will County. Route survey of over 90 guardrail locations in Northern, Southern and Eastern Will County for improvement, modification and replacement.

IDOT PTB 151/009 W.O. #7 IL 83 at 127th Street, Cook County. Route survey of 4,800 feet for urban intersection improvement project.

IDOT PTB 151/009 W.O. #6 FAU 2743 (Greenwood Avenue) Golf Road to West Lake Avenue, Cook County. Route survey for roadway resurfacing project.

IDOT PTB 138/001 W.O. #5 & 14, IL 23, McHenry County, IL. Locating section and property corners, right-of-way monumentation and physical features within acquisition areas. Also staked proposed centerline of construction, and proposed right-of-way and temporary easements for approximately 25 parcels.

IDOT PTB 138/001 W.O. #10, Naperville Maintenance Yard, DuPage County, IL. Boundary, topographic and utility survey to develop a Plat of Survey and base mapping to be used in the development of construction documents for a lift station.

IDOT PTB 138/001 W.O. #11, US 14 Des Plaines Pump Station, Cook County, IL. Boundary, topographic and utility survey to develop a Plat of Survey and base mapping to be used in the design of an access road to the facility.

DAVID W. STROH

CADD MANAGER, SENIOR ENGINEERING TECHNICIAN AND FIELD CREW



Environmental Design International Inc. since 6/2023
Hamilton Consulting Engineers, Inc. 2002 – 5/2023
Law Engineering and Environmental Services (MACTEC) 2000-2002

Key Projects

Various Survey Projects for NPDES Compliance: PTB 193 Item 10 (active) and PTB 158 Item 12 and PTB 147 Item 13 (both closed)- Illinois Department of Transportation Field crew, CADD Manager, engineering technician for this project of Various Routes, Various Counties, Region One, District One. The projects consist of route and stream surveys, topographic surveys, cross-sections, profiles, existing and proposed centerline alignments, drainage inverts, right-of-way monumentation and land use determination, hydraulic and centerline plots, plotting of the field information collected, outfall mapping using high accuracy GPS data collector to impact to ARC GIS, and possibly supplementing the District Survey Staff for establishing control for mapping projects. Data collection complies with IDOT CADD standards and standard IDOT Survey point codes. A total of seven assignments have been assigned for PTB 193-010, while twelve work orders were assigned on PTB 158-012 and fourteen on PTB 147-013. All survey information was acceptable for design purposes and was formatted per IDOT specifications. Mr. Stroh is responsible for fieldwork, conversion of surveyed data to insert into the IDOT database and providing all required drafting tasks.

Surveying and Land Acquisition Services Upon Request – PSB 12-3 Item 23, I-12-4057 - Illinois State Toll Highway Authority CADD Manager for this contract involving the preparation of plats and legals for various easements and composition drawings for Tollway ROWs, including:

- prepared easement plats for I-294 and I-355.
- participated in corridor studies for the extension of I-355 through Lake County and the proposed widening of I-294 from 95th St. to Devon Avenue.

And, as a task on this project plus a task on a follow up project, I-14-4225 as a subconsultant to Mathewson Right of Way Company:

- prepared and recorded Plats of Highway for a 42.5-mile corridor I-88 through DeKalb, Ogle, Lee, and Whiteside Counties.

Madden Mental Health Center Capital Development Board project with JP Architects as prime and HCE as subconsultant – CADD Manager for boundary survey and limited topographic survey of a 25-acre site at the corner of Roosevelt Road and First Avenue in Broadview, IL. The Madden Mental Health Center is a 32-building facility established in 1965. The scope of work provides for removing the existing security fence and providing new fencing to secure the outdoor recreational areas as well as providing inner courtyard control areas outside of the units and complete perimeter enclosure. The survey was prepared in the Illinois State Plain Coordinate System to conform with other studies being performed for the property.

IDOT Blodgett Rd at Grant Creek Drainage Study - PTB 158 Item 12, Various Survey Projects - P-91-247-11 Survey Crew, engineering technician and CADD - Task #9 of IDOT contract for route and stream surveys. Performed route and stream surveys for preparation of a Hydraulic Report for Blodgett Road over Grant Creek. Included creek cross-sections for 0.4 miles including centerline profiling, 0.25 miles of roadway cross-sections, and surveys of several bridges including I-55 over Grant Creek. Mr. Stroh assisted in the creation of HEC RAS cross-sections and profiles as part of his work on this project.

IDOT New Avenue, Lemont Drainage Study – PTB 158 Item 12, Various Survey Projects – P-91-247-11 Engineering Technician and CADD – Task supporting drainage studies to address flooding problems. All drainage features, IDOT, the Canadian National Railroad, and the adjacent CITGO refinery, were analyzed with a total tributary area was 1.4 square miles. Mr. Stroh assisted in the creation of the drainage profiles used for the work.

IDOT PTB 195-018, Various Ph II Engineering Services for Bridge Rehabilitation, Various/Variou – Region 2/District 2 CADD Manager for MOT design of various bridge/related roadway rehabilitation throughout Region 2/District 2.

IDOT IL47 over Virgil Ditch - PTB 158 ITEM 13 - Job No. D-91-240-11 CADD Manager for Phase II engineering services for the preparation of contract plans, specifications and estimates for MOT, temporary traffic signal and street lighting plans, specifications and estimates for the bridge replacement project. The project scope includes detailed temporary lighting and traffic signals which could not utilize District 1 standards because of a "T" intersection within the project limits. Staff proposed a three-leg temporary traffic signal with separate controller sequences, etc. for each stage of construction. The project included provision for up to 3' of vertical difference between existing and proposed pavement. The team proposed a less expensive 3 stage MOT instead of a more complicated and expensive 5 stage MOT. Mr. Stroh was responsible for CADD

EDUCATION

A.A.S. Computer-aided Design and Drafting, Joliet Junior College, 2001

Aviation Maintenance Studies, Southern Illinois University, 1985

CERTIFICATES

OSHA 30

drafting requirements and assembling construction plans and details.

IDOT Various Phase I Safety Projects Various Traffic Studies - PTB 144 Item 11 - Job No. P-91-234-07 CADD and Traffic Technician Developed CAD drawings of both survey and engineering of 135 intersections and corridors throughout IDOT District One. Responsibilities include conducting manual 12-hour traffic counts with vehicle classification and turning movements. Field information collected includes sign inventories, location diagrams, field measurements including turning lane storage, and completion of the District One Field Check form developed by IDOT and the team. Select locations also included an analysis of the effects of site-specific problems such as intersection sight distance or alignment. Other tasks included preparation of AutoCAD aerial exhibits and intersection sketch exhibits for each location for use in preparing field sketches.

Arroyo Trails Project – Channahon Park District CADD and Engineering Technician for this project which consisted of a 1-mile-long multi-use trail through a heavily wooded ravine to accommodate the Park District's plan for a "nature based" park for residents. The trail is also accommodated by channel crossings, overlook locations, trail heads, and a park. Located along the drainage course was an Army Corps of Engineers jurisdictional wetland and an unnumbered Zone A floodplain which was under the jurisdiction of the Illinois Department of Natural Resources –Office of Water Resources. A Topographical survey, tree survey (over 1,500 trees inventoried), wetland delineation, and hydrologic and hydraulic modeling was needed to obtain permits from the various Local, State, and Federal agencies. Located onsite was habitat likely to support the Northern Long-eared bat which is listed as a threatened species. Careful planning was needed to ensure the presence of the bats and that the bats were not impacted. Special attention was also given to preserving as many trees as possible by identifying the tree types, conditions, and location as it relates to the trail location. The steep ravine added additional challenges to the site as the trail was primarily designed along the ravine's steep slopes. The design had to balance the trail's vertical and horizontal geometry with the slopes so that unnecessary destabilization of the slope was minimized to avoid additional costly stabilization measures (retaining walls).

Mr. Stroh assisted in the creation of HEC RAS cross sections, compensatory storage calculations, the surface models for HEC HMS, and helped compile the final reports and plans.

Joliet Junior College City Center Campus Site Work - Phase I, II, III CAD and Engineering Technical– Phase I planning and Phase II design to maximize safe downtown parking while blending design with the City of Joliet's Chicago Street Corridor Plan, optimizing gathering and study areas, and minimizing impact on student and adjacent business traffic. Mr. Stroh mapped the storm sewer network for HY8 modeling.

Design Upon Request - Systemwide Non Roadway - Phase II Engineering - PSB 17-2 Item 9 - RR-16-9197 - Illinois State Toll Highway Authority – Task 2 – Maintenance Site 14 Site Improvements - DuPage County, Illinois CADD and Engineering Technician for development of plans and specifications for renovations to a Tollway M-Yard. Improvements included:

- retaining wall replacement;
- reconstruction of an I-355 on-ramp, including geometric and vertical alignment designs;
- hydraulic modelling utilizing HEC-HMS stormwater modeling to demonstrate that the proposed site improvements do not negatively impact the existing stormwater system, including detention basin;
- enclosed drainage with offsite flow;
- HMA and PCC paving; and correction of significant drainage problems, including trench drain design.

Included field assessments and bidding services. The team developed final plans, specifications and estimates per the Tollway's DSE manual, attended pre-bid meetings, and completed bid analysis. This project was delivered within budget and on time. Mr. Stroh created surface models for stormwater modeling for detention and run-off calculations.

Salvation Army Site Plan and Construction - Phase I & II Engineering Services - City of Joliet Developed CAD drawings of both survey and engineering for the redevelopment and expansion of an existing Salvation Army site in the City of Joliet in conjunction with a building addition. Scope included preparation of plans, specifications and estimates for the site, which included demolition of existing lot features, such as existing parking facilities and access points, design of new parking facilities to meet current municipal and zoning codes, design of stormwater detention facilities, design of utility extensions to serve the property, and preparation of specifications for construction of civil site improvements. Included close work with the project architects in developing a site plan and coordination and review from the City of Joliet. Mr. Stroh created surface models for stormwater modeling for detention and run-off calculations.

North Island Pedestrian Bridge Project - City of Wilmington Topographic survey and boundary survey of pedestrian and access easements for the pathway from the bridge to route 53 (Baltimore Street). Research into the early plats of the City of Wilmington and the resubdivisions created after the original town of Winchester Wilmington was established. Was key to preparing the easements.

Route Survey on Exchange Avenue - Exchange and Independence - McBride Engineering, Inc. Developed CAD drawings for topographic route survey of 3000 feet +/- of Exchange Street adjoining the current middle school and new high school. The route survey consisted of matching existing Will County stationing, determining the right of way, and 50 foot cross-sections of the existing right of way.

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Environmental Design International inc.

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 checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**ATTACHMENT B
DISCLOSURE AFFADAVIT**

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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 Leslie J. Sawyer, as President & CEO
Name Title

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

RESPONDENT			
Name of Firm:	Environmental Design International inc.		
Address:	33 W. Monroe Street, Suite 1825		
City/State/Zip:	Chicago, IL 60603		
Telephone:	312-345-1400	Facsimile:	312-345-0529
FEIN:	36-3759119	SSN:	
Email:	lsawyer@envdesigni.com		
Nature of Transaction: RFQ_PBC_2023SurveyorSrvcs_PS3083_20230531			
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input checked="" type="checkbox"/> Other <u>RFQ</u> </div> <div style="width: 55%;"> RFQ_PBC_2023SurveyorSrvcs_PS3083_20230531 31 </div> </div>			

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 checked="" 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: _____

ATTACHMENT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois	
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
City/State/ZIP:	Chicago, IL 60603		
Telephone:	312-345-1400		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>			
Name		Title	
Leslie J. Sawyer		President & CEO	
Joan Mazurek		CFO & Secretary	
Mark Smith		Exec. Vice President	
Gary Flentge		Vice President	
Bill Fleming Scott Dileto		Vice President Vice President	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>			
Name	Address	Ownership Interest Percentage	
Leslie J. Sawyer	33 W. Monroe Street, Suite 1825, Chicago, IL 60603	94.13	%
			%
			%
LLC's only, indicate Management Type and Name:			
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:	
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>			

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - 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.

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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.

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

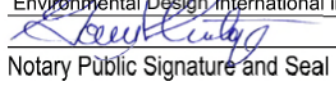
Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

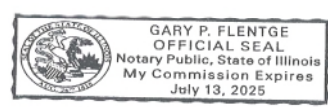
The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm 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
Leslie J. Sawyer
Name of Authorized Officer (Print or Type)
President & CEO
Title
312-345-1400
Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 6th day of July, 2023 by
Leslie J. Sawyer (Name) as President & CEO (Title) of
Environmental Design International inc. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s): RFQ_PBC_2023SurveyorSrvcs_PS3083

Description of goods or services to be provided under Contract:

Professional Land Surveying Services

Name of Consultant: Environmental Design International, inc.

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

Retained Parties:

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

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

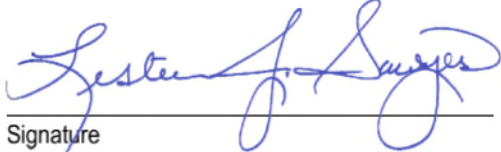
The Consultant understands and agrees as follows:

- 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

July 6, 2023

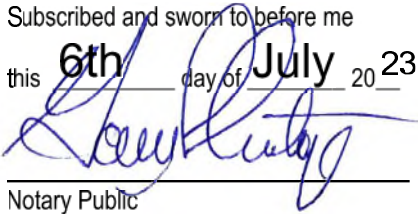
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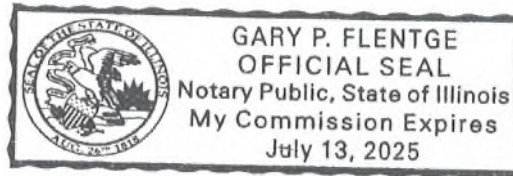
Leslie J. Sawyer

Name (Type or Print)

President & CEO

Title

Subscribed and sworn to before me
this 6th 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

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

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: TBD - Surveyor Services

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

President & CEO

 Title and duly authorized representative of

Environmental Design International inc.

 Name of Professional Service Provider whose address is

33 W. Monroe St., Ste. 1825

in the City of Chicago, State of Illinois

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
TBD	Surveyor Services	\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		<input type="text" value="TBD"/> %	<input type="text" value="TBD"/> %

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:

Environmental Design International inc.

Name of Contractor (Print)

5/3/2024

Date

312.345.1400

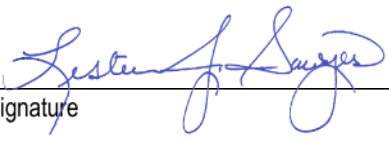
Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date



Signature

Leslie J. Sawyer, President & CEO
Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____