



**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 (PS3083G)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**THOMAS ENGINEERING GROUP, LLC**

**FOR**

**SURVEYOR SERVICES (PS3083G)**

**Public Building Commission of Chicago**

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

<b>FIRM NAME:</b>	Thomas Engineering Group, LLC
<b>CONTACT NAME:</b>	Christopher DeYoung, PE, PLS
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<b>CONTACT EMAIL:</b>	<a href="mailto:chrisd@thomas-engineering.com">chrisd@thomas-engineering.com</a>
<b>ADDRESS:</b>	238 South Kenilworth Avenue, Suite 100 Oak Park, Illinois 60302

**Mayor Brandon Johnson**  
Chairman

Ray Giderof  
Acting Executive Director

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**EXECUTION PAGE**  
**SURVEYOR SERVICES – PS3083G**

**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 **Thomas Engineering Group, LLC** with offices at 238 South Kenilworth Avenue, Suite 100, Oak Park, Illinois 60302 (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- PS3083G

PUBLIC BUILDING COMMISSION OF CHICAGO

[Signature]  
Mayor Brandon Johnson  
Chairman

Date: 01/22/2024

ATTEST:

Mary Pat Witry  
Mary Pat Witry  
Secretary

Date: 1/17/2024

CONSULTANT: Thomas Engineering Group, LLC

[Signature]  
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 Thomas Gill and \_\_\_\_\_  
on behalf of Consultant this 8<sup>th</sup> day of January 2024.

[Signature]  
Notary Public  
My Commission expires: 04/04/2024  
(SEAL OF NOTARY)



Approved as to form and legality:  
Anne L. Zredd  
Neal & Leroy, LLC

Date: 1/16/2024

**SCHEDULE A  
TERMS AND CONDITIONS**

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
  - a. **Agreement** means this Professional Services Agreement for Specialty Consulting Services, including all schedules, exhibits, attachments or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.
  - b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
  - c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.
  - d. **e-Builder System** or **e-Builder** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
  - e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.
  - f. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.
  - g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
  - h. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Qualifications response.
  - i. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Section IV of the Request for Qualifications response and the assigned Task Order.
  - j. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services and/or improvement of the Project.
  - k. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.
3. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.
4. **Engagement and Standards for Performing Services.**
  - a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.
  - b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.
  - c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or

replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must, at all times, use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.

- d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
  - e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
  - f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.
  - g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Consultant.**
- a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.
  - b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on

any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [https://www.pbcchicago.com/wp-content/uploads/2017/05/RES\\_PBC\\_ecr\\_CodeofEthicsConsolApril-2013\\_20130405.pdf](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)  
9/17/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Ins Svcs LLC Euclid-Prof</b> <b>2021 Spring Road, Suite 100</b> <b>Oak Brook, IL 60523</b> <b>312 442-7200</b>	<b>CONTACT NAME:</b> Laurie Cloninger <b>PHONE (A/C, No, Ext):</b> 630 625-5219 <b>E-MAIL ADDRESS:</b> AECertificates@usi.com	<b>FAX (A/C, No):</b> 610 537-4939
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Thomas Engineering Group, LLC</b> <b>2625 Butterfield Rd Ste 209W</b> <b>Oak Brook, IL 60523</b>	<b>INSURER A :</b> Travelers Property Cas. Co. of America	
	<b>INSURER B :</b> Everest National Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6802J652203	03/01/2024	03/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP2T843614	03/01/2024	03/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB2J654000	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<b>Professional Liability</b>			AAEP000555241	03/01/2024	03/01/2025	\$2,000,000 each claim / \$2,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Professional Liability is written on a 'claims made' policy form.**

RE: Contract PS3083G, Surveyor Services

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  <b>Public Building Commission</b> <b>Procurement Department</b> <b>Richard J. Daley Center, Room 200</b> <b>50 W Washington St</b> <b>Chicago, IL 60602</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**DESCRIPTIONS (Continued from Page 1)**

Insured status to The Public Building Commission, the Forest Preserve District of Cook County, 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, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract.

The General Liability policy provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



# CERTIFICATE OF LIABILITY INSURANCE

 Acct#: 2919838

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).


<b>PRODUCER</b> <b>LOCKTON AFFINITY, LLC</b> <b>P.O. BOX 879610</b> <b>KANSAS CITY, MO 64187-9610</b>	<b>CONTACT NAME:</b> LOCKTON AFFINITY, LLC	
	<b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 913-652-7599
<b>INSURED</b> <b>Thomas Engineering Group, LLC</b> <b>2625 Butterfield Road Suite 209W</b> <b>Oak Brook, IL 60523</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Old Republic Insurance Company	24147
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS- <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	X	X	L547399-23	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR:  
POLICY PROVIDES PROTECTION FOR ANY AND ALL OPERATIONS/JOBS PERFORMED BY THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION INCLUDED BY WRITTEN CONTRACT. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY.  
RE: PS3083G Surveyor Services

<b>CERTIFICATE HOLDER</b>  Public Building Commission Procurement Department Attn: Miguel F. Fernandez Senior Procurement Coordinator Richard J. Daley Center, Room 200 Chicago, IL 60602	<b>CANCELLATION</b>  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 
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## OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

#### Schedule

**Person(s) or Organization(s):** Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
  - a. Which are covered by this insurance; and
  - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
  - a. The minimum limits of insurance which you agreed to provide, or
  - b. The limits of insurance of this policywhichever is less.



POLICY NUMBER: L547399-23  
COMMERCIAL AUTO CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

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

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

<p><b>Named Insured:</b> Thomas Engineering Group, LLC</p> <p><b>Endorsement Effective Date:</b></p>
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**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b>          Public Building Commission Procurement Department          Attn: Miguel F. Fernandez Senior Procurement          Coordinator          Richard J. Daley Center, Room 200          Chicago, IL 60602</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

**SCHEDULE E**  
**KEY PERSONNEL**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

# Key Personnel, Resumes & Applicable Licenses

Key Personnel Matrix								
Team Member (Firm)	Scope of Work					Experience		
	Multi-Parcel Properties	Planned Developments	Rights-of-Way	Plats (Acquisition, Dedication, Easement, Highway, Vacation)	Survey (ALTA/NSPS, Topographic, Boundary)	Years of Experience	Years with Current Firm	Local (L) / Non-Local (NL)
Christina Davison, PLS (Gasperec Elberts Consulting, LLC)	✓	✓	✓	✓	✓	18	4	L
Christopher DeYoung, PE, PLS (Thomas Engineering Group, LLC)	✓	✓	✓	✓	✓	17	11	L
James Haitzma (Thomas Engineering Group, LLC)	✓	✓	✓	✓	✓	21	13	L
Don Naughton (Thomas Engineering Group, LLC)		✓	✓		✓	22	9	L
Georgi Sokolov (Gasperec Elberts Consulting, LLC)	✓	✓	✓	✓	✓	23	6	L
Plamen Stoyanov (Gasperec Elberts Consulting, LLC)	✓	✓	✓	✓	✓	19	5	L
Ethan Wrigley (Thomas Engineering Group, LLC)			✓	✓	✓	3	2	L

# Christina Davidson, PLS

## Project 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 dgn 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 offset 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.

Mr. DeYoung has been leading the survey department at TEG since 2012. Throughout his 15-year career, Chris has leveraged both his land survey and civil engineering background to gain experience with ALTA/NSPS land title surveys, boundary surveys, design topographic surveys, as-built surveys, plat of highways preparation, utility surveys and inspections, drainage surveys, floodplain surveys, river surveys. His past role as a construction inspector and Resident Engineer has allowed him to implement best practices into TEG's survey collection process.

**PHASE III, LINCOLN-ASHLAND-BELMONT SECTION 2 IMPROVEMENTS PROJECT, CHICAGO DEPARTMENT OF TRANSPORTATION** – Chief Surveyor. As a subconsultant, TEG is providing construction engineering services. Work includes streetscape improvements to three roadway corridors, installation of new roadway lighting and traffic signal infrastructure, construction of new curb extensions and plaza space, new sidewalks, roadway resurfacing and pavement construction.

**PHASE II AND III, 2022 WATER MAIN REPLACEMENT PROJECT, VILLAGE OF MOUNT PROSPECT** – Chief Surveyor. The Village of Mount Prospect hired TEG to design the 2022 Water Main Replacement Project, which consisted of approximately 12,000 linear feet of water main replacement at seven (7) locations throughout the Village. Work included the replacement of existing water main with zinc coated, ductile iron water main by both open cut and directional drilling methods, storm sewer and sanitary sewer replacement with water main quality pipe where necessary, trench backfill, pavement patching, HMA surface course, driveway apron removal and replacement, and landscape restoration.

**PHASE I, II, AND III, SCHMALE ROAD WATER MAIN PROJECT, VILLAGE OF CAROL STREAM** – Chief Surveyor. This project involved Phase I and II study and design of this \$3M Schmale Road Water Main Replacement Project. TEG's scope of services consisted of alternatives analysis and determination of the preferred alignment for removal and replacement of approximately 7,000 feet of old 10" and 12" deteriorated water main with poly-wrapped ductile iron water main along with new valves and hydrants on Schmale Road (DuPage CH 36), between St. Charles Road (DuPage CH 7) and Geneva Road, and St. Charles Road, between Schmale Road and President Street. The work included PVC water main installation, water main abandonment, water service line replacement, new fire hydrants, horizontal directionally drilled water main, boring and jacking, intermittent storm sewer and sanitary sewer service replacement, driveway replacement, pavement patching, parkway landscaping, and all incidental and collateral work necessary to complete the project as shown on the plans and associated bid forms. The total approximate length of the improvement is approximately 7,000 feet (1.33 miles). TEG was also hired by the Village to provide Phase III construction engineering services.

**PHASE II AND III, 2019/2020 ANNUAL WATER MAIN PROGRAM, VILLAGE OF BURR RIDGE** – Chief Surveyor. The Village of Burr Ridge hired TEG for Phase II and Phase III for this \$1.1M annual water main replacement project for improvements at two (2) locations in Burr Ridge. The 2019 locations included County Line Road (Cook County), County Line Lane in the Carriage Way Subdivision, work along the County Line Road/Carriage Way/N Frontage intersection, and Chasemoor Drive between 79th Street and Foxborough Drive. The scope of work included ductile iron and PVC water main installation, water main abandonment, water service line replacement, new fire hydrants, horizontal directionally drilled water main, boring and jacking, encasement, intermittent storm sewer and sanitary sewer service replacement, driveway replacement, pavement patching, and parkway landscaping. The total approximate length of the improvement is 2,928 feet (0.55 miles). Coordination efforts included public outreach to the Carriage Way Subdivision. Permitting efforts included coordination with the CCDOTH and the IEPA.

## CHRISTOPHER DEYOUNG

PE, PLS

*Project Manager*

### EDUCATION

Purdue University  
West Lafayette, IN

Bachelor of Science,  
Civil Engineering

Bachelor of Science,  
Land Surveying and  
Geomatics Engineering

### PROFESSIONAL REGISTRATIONS

Professional Engineer:  
Illinois 062-065116  
Indiana PE12000529

Professional Land Surveyor:  
Illinois 035-003817  
Indiana LS22100003

FAA Small UAS Pilot:  
License No. 4113536

### PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

Illinois Professional Land Surveyors  
Association

### SELECTED CONTINUING EDUCATION

IDOT QC/CQ PROGRAM  
Documentation of Contract  
Quantities

### DRAFTING AND ENGINEERING SOFTWARE

AutoCAD, Microstation, Geopak

OSHA 30hr Construction Safety and  
Health Certified



**PHASE II AND III, 2017 WATER MAIN REPLACEMENT PROJECT, CITY OF WHEATON** – Chief Surveyor. Thomas Engineering Group was hired by the City of Wheaton to provide final design engineering and construction engineering services for water main replacement at four (4) separate locations for construction in 2017. The scope of work consists of 5,800 feet (1.1 miles) of new water main installation, water main abandonment, fire hydrant replacement, domestic water service box and service line replacement, partial storm sewer replacement, and pavement patching, sidewalk, driveway, and landscape restoration. TEG provided utility coordination and acquired permits for construction from the IEPA, IDOT, DuPage County Division of Transportation, and Union Pacific RR for trenchless installation beneath the railroad crossing.

**PHASE I AND II, LAKE STREET IMPROVEMENTS, VILLAGE OF OAK PARK** – Chief Surveyor. This project included preliminary and design engineering for the entire 1.5-mile length of Lake Street within the Village's corporate limits and a 1-block length of Marion Street north of Lake Street. For Phase I, a single project report was prepared to summarize preliminary engineering, traffic, and environmental studies and the extensive public involvement process which included the Village Board, all Village departments, three business districts, several private developer projects, IDOT, FHWA, CTA and Pace busing, a post office, a library, and many more. For Phase II, this project was separated into three major subprojects: (1) a federally-funded streetscape to the west, (2) a locally-funded resurfacing to the east, and (3) a locally-funded utilities project in the middle but overlapping into the other two subprojects. Two breakout contract document sets were prepared for private developer projects within the streetscape project.

**PHASE III, CITY WIDE MISCELLANEOUS VIADUCT ROADWAY IMPROVEMENTS, CHICAGO, ILLINOIS, CHICAGO DEPARTMENT OF TRANSPORTATION** – Chief Surveyor. Project included reconstruction of 11 streets beneath viaducts throughout the City. This included removal and replacement of roadway pavement, curb and gutter and sidewalk. In addition, hot-mix asphalt removal and resurfacing, drainage/water structure adjustments, pavement markings and concrete driveway/alley returns, including all appurtenant work and accessories.

**PHASE II, ST. JOHN STREET RECONSTRUCTION PROJECT, CITY OF ELGIN** – Chief Surveyor. TEG provided preliminary and final design engineering services for an 11 block residential street and utility rehabilitation/reconstruction project for a neighborhood constructed in the 1800s. The project scope included subgrade and underdrain improvements, full roadway reconstruction, drainage and storm sewer improvements, sidewalk and curb ramp replacement in accordance with PROWAG requirements, sanitary sewer lining and service repairs, localized sanitary sewer point repairs, and replacement of approximately .75 miles of water main. TEG was responsible for providing topographic survey and utility structure surveys, conditional analysis of all existing City-owned facilities, drainage assessment of the project area, televising and sanitary sewer inspection, sewer and water utility size upgrades, and coordination of pavement cores, soil borings, geotechnical analysis and environmental surveys.

**PHASE II AND III, 2021 MFT RESURFACING PROJECT, ILLINOIS DEPARTMENT OF TRANSPORTATION AND VILLAGE OF WOODRIDGE** – Chief Surveyor. TEG provided survey, design, and construction engineering services for this \$1.6M MFT funded pavement resurfacing and reconstruction project. The total length of the project was 14,643 feet over 19 project locations including Roberts Drive, Martin Drive, Kincaid Drive, Martin Court, Koloff Court, Carpenter Court, Langley Court, Rosebury Avenue, Britten Street, Meadowwood Avenue, Chesham Court, Longford Street, Redcliffe Street, Pembridge Avenue, and Hanover Street. Alternate pavement reconstruction areas locations included Creekside Court, Stable Road, Essex Court, and Meyer Road. The scope of work included HMA Surface Removal, HMA Paving, Sidewalk Repairs, Curb Repairs, Driveway Repairs, Utility Structure Adjustments, Pipe Underdrains, Pavement Markings, and Final Restoration. TEG prepared final plans and MFT specifications and secured IDOT approval. TEG also prepared the ILR10 NPDES permit for pavement reconstruction located in the floodplain.

**CITY OF WEST CHICAGO, ILLINOIS** – Chief Surveyor. TEG provided land surveying services for the City of West Chicago under TEG's continuing contract. Services include topographic survey for the City's ongoing street program, sidewalk program, water main and sewer rehabilitation, and lift station rehabilitations. Projects for the City also include Easement Plats, Plats of Vacation, Dedication Plats, and Annexation Plats.

**VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS** – Chief Surveyor. TEG provided land surveying services for the Village's MFT street reconstruction program. Project included topographic surveying, drafting, and GIS services for over 3 miles of roadway throughout the Village.

**PHASE I, II AND III, GENERAL VILLAGE ENGINEERING SERVICES, VILLAGE OF INDIAN HEAD PARK** – Chief Surveyor. TEG was hired by the Village of Indian Head Park for comprehensive design, planning, programming, cost estimating, conditional ratings and construction inspection services for all Capital Improvement Programs including roadway resurfacing, roadway repairs and reconstruction, storm water improvements, sanitary sewer rehabilitation, asphalt rejuvenation, sidewalk maintenance, pavement marking, and various infrastructure maintenance projects.



Mr. Haitsma has over 18 years of experience in municipal infrastructure and transportation design. He has an extensive understanding of site and route surveys for municipal facilities, roads, bridges, and utilities using electronic data collection and electronic base mapping for IDOT and local agencies. His responsibilities include drafting, surveying, and construction plan set preparation for state highways, bridges, and local roads using computer-aided design CAD software such as AutoCAD, MicroStation, and GEOPAK. Additional survey experience includes electronic survey layout and staking for construction of roads, utilities, and facilities.

## JAMES HAITSMA

*Senior Survey Crew Chief*

### EDUCATION

Morrison Institute of Technology  
Morrison, IL  
Associate of Applied Science

### SELECTED CONTINUING EDUCATION

Drafting/Engineering Software  
Microstation  
GEOPAK  
AutoCAD  
AutoCAD Civil 3D  
ArcGIS

### SAFETY TRAINING

Fall Protection Regulation & Equipment

Confined Space Regulation & Equipment Familiarization

## EXPERIENCE PROJECT

**PHASE III, LINCOLN-ASHLAND-BELMONT SECTION 2 IMPROVEMENTS PROJECT, CHICAGO DEPARTMENT OF TRANSPORTATION** – Lead Survey Technician. As a subconsultant, TEG is providing construction engineering services. Work includes streetscape improvements to three roadway corridors, installation of new roadway lighting and traffic signal infrastructure, construction of new curb extensions and plaza space, new sidewalks, roadway resurfacing and pavement construction.

**PHASE II AND III, 2022 WATER MAIN REPLACEMENT PROJECT, VILLAGE OF MOUNT PROSPECT** – Lead Survey Technician. The Village of Mount Prospect hired TEG to design the 2022 Water Main Replacement Project, which consisted of approximately 12,000 linear feet of water main replacement at seven (7) locations throughout the Village. Work included the replacement of existing water main with zinc coated, ductile iron water main by both open cut and directional drilling methods, storm sewer and sanitary sewer replacement with water main quality pipe where necessary, trench backfill, pavement patching, HMA surface course, driveway apron removal and replacement, and landscape restoration.

**PHASE I, II, AND III, SCHMALE ROAD WATER MAIN PROJECT, VILLAGE OF CAROL STREAM** – Lead Survey Technician. This project involved Phase I and II study and design of this \$3M Schmale Road Water Main Replacement Project. TEG's scope of services consisted of alternatives analysis and determination of the preferred alignment for removal and replacement of approximately 7,000 feet of old 10" and 12" deteriorated water main with poly-wrapped ductile iron water main along with new valves and hydrants on Schmale Road (DuPage CH 36), between St. Charles Road (DuPage CH 7) and Geneva Road, and St. Charles Road, between Schmale Road and President Street. The work included PVC water main installation, water main abandonment, water service line replacement, new fire hydrants, horizontal directionally drilled water main, boring and jacking, intermittent storm sewer and sanitary sewer service replacement, driveway replacement, pavement patching, parkway landscaping, and all incidental and collateral work necessary to complete the project as shown on the plans and associated bid forms. The total approximate length of the improvement is approximately 7,000 feet (1.33 miles). TEG was also hired by the Village to provide Phase III construction engineering services.

**PHASE II AND III, 2019/2020 ANNUAL WATER MAIN PROGRAM, VILLAGE OF BURR RIDGE** – Lead Survey Technician. The Village of Burr Ridge hired TEG for Phase II and Phase III for this \$1.1M annual water main replacement project for improvements at two (2) locations in Burr Ridge. The 2019 locations included County Line Road (Cook County), County Line Lane in the Carriage Way Subdivision, work along the County Line Road/Carriage Way/N Frontage intersection, and Chasemoor Drive between 79th Street and Foxborough Drive. The scope of work included ductile iron and PVC water main installation, water main abandonment, water service line replacement, new fire hydrants, horizontal directionally drilled water main, boring and jacking, encasement, intermittent storm sewer and sanitary sewer service replacement, driveway replacement, pavement patching, and parkway landscaping.





**PHASE II AND III, 2021 MFT RESURFACING PROJECT, ILLINOIS DEPARTMENT OF TRANSPORTATION AND VILLAGE OF WOODRIDGE** – Survey/Drafting Technician. TEG provided survey, design, and construction engineering services for this \$1.6M MFT funded pavement resurfacing and reconstruction project. The total length of the project was 14,643 feet over 19 project locations including Roberts Drive, Martin Drive, Kincaid Drive, Martin Court, Koloff Court, Carpenter Court, Langley Court, Rosebury Avenue, Britten Street, Meadowwood Avenue, Chesham Court, Longford Street, Redcliffe Street, Pembroke Avenue, and Hanover Street. Alternate pavement reconstruction areas locations included Creekside Court, Stable Road, Essex Court, and Meyer Road. The scope of work included HMA Surface Removal, HMA Paving, Sidewalk Repairs, Curb Repairs, Driveway Repairs, Utility Structure Adjustments, Pipe Underdrains, Pavement Markings, and Final Restoration. TEG prepared final plans and MFT specifications and secured IDOT approval.

**CITY OF WEST CHICAGO, ILLINOIS** – Survey/Drafting Technician. TEG provided land surveying services for the City of West Chicago under TEG's continuing contract. Services include topographic survey for the City's ongoing street program, sidewalk program, water main and sewer rehabilitation, and lift station rehabilitations. Projects for the City also include Easement Plats, Plats of Vacation, Dedication Plats, and Annexation Plats.

**VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS** – Survey/Drafting Technician. TEG provided land surveying services for the Village's 2017/2018 MFT street reconstruction program. Project included topographic surveying, drafting, and GIS services for over 3 miles of roadway throughout the village.

**CITY OF EVANSTON, ILLINOIS** – Survey/Drafting Technician. TEG provided topographic surveying services for the reconstruction of Poplar Road including the commuter parking lot running along Poplar Road and for the reconstruction of the Noyes Cultural center parking facility.

**PHASE I, II AND III, GENERAL VILLAGE ENGINEERING SERVICES, VILLAGE OF INDIAN HEAD PARK** – Survey/Drafting Technician. TEG was hired by the Village of Indian Head Park for comprehensive design, planning, programming, cost estimating, conditional ratings and construction inspection services for all Capital Improvement Programs including roadway resurfacing, roadway repairs and reconstruction, storm water improvements, sanitary sewer rehabilitation, asphalt rejuvenation, sidewalk maintenance, pavement marking, and various infrastructure maintenance projects. TEG assists the Village Administrator and Water and Public Works Superintendents with implementation of roadway, sewer, and water capital improvement programs, stormwater management studies, geographic information system (GIS) atlases, and annual maintenance programs. Responsibilities also include securing all applicable permits needed from State, Local and Federal agencies including development and reporting for the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Infiltration/Inflow Control Program (IICP).

**PHASE I, II, AND III ABBEYWOOD DRIVE AND GREEN TRAILS DRIVE LAFO PROJECTS, VILLAGE OF LISLE** – Survey/Drafting Technician. The Village of Lisle selected TEG for both Phase I and Phase II engineering services for the federally funded Abbeywood Drive (08-19-0005) and Green Trails Drive (08-17-0016) LAFO Projects. The projects were programmed for FY 2020 construction with a total cost of \$475K and \$498K, respectively, for resurfacing approximately 0.75 miles between Naper Boulevard and College Road. The proposed improvements will include the milling of the existing asphalt surface of the roadway. The improvements will include replacing the surface with a Polymerized Leveling Binder and a HMA Surface Course. Existing curb and gutter, sidewalk, and curb ramps will also be replaced on an as needed basis. The project will also include miscellaneous base patching where necessary along with new pavement markings. TEG is also performing a traffic flow study evaluating traffic and crash history at the entrance to Kennedy Jr. High.

**PHASE II/III, WILLIAM TIKNIS CAMPUS EXPANSION, HANOVER TOWNSHIP** – Land Survey Technician. TEG was hired by Hanover Township to provide community and plan development for the Hanover Township Campus Expansion. Hanover Township is expanding its current township campus by developing a 17.5-acre lot to include an emergency services station, future public works facilities, and cemetery operations. TEG provided a topographic site survey of the heavily wooded property, tree survey, wetland delineation, landscape, design, drainage design including green infrastructure considerations, roadway design, utility design, trail design, the preparation of construction documents, and bidding assistance to the Township. This project also included the work effort for obtaining annexation into and plan approvals from the Village of Bartlett.

**PHASE II AND III, 2020 ROAD REPAIR PROJECT, VILLAGE OF INDIAN HEAD PARK** – Survey/Drafting Technician. TEG provided final Phase II design engineering and Phase III resident engineering services for 0.7 miles of street resurfacing on local streets. Work included pavement surface removal, intermittent curb and gutter removal and replacement, full-depth pavement patching, partial-depth pavement patching, utility structure adjustments, aggregate wedge shoulders, grading and shaping ditches, stabilization of ditches and culvert flared end sections, resurfacing with hot-mix asphalt level binder and surface courses, and landscape restoration.



Mr. Naughton has over 22 years of roadway planning and design experience. He is proficient in MicroStation and GeoPak and has experience in the preparation of roadway and site development plans, traffic studies, intersection design studies and Phase I Reports. He also has experience as a resident technician, including observation and documentation of urban and rural roadway resurfacing and reconstruction projects.

## DON NAUGHTON

Senior CADD Technician

### EDUCATION

Eastern Illinois University  
Charleston, IL  
Bachelor of Science,  
Industrial Technology

### SELECTED CONTINUING EDUCATION

IDOT QC/QA PROGRAM  
Documentation of Contract Quantities  
Northwestern University:  
Geometric Design  
Public Rights-of-Way Guidelines Training - U.S. Access Board  
Intersection Safety & Geometric Design - U.S. Access Board  
ITE: Pedestrian Crosswalk Policies  
APWA: Porous Pavement Roundabouts - Planning, Design Principles & Current Practices

### IDOT PD TRAINING

Phase I Process Overview:  
Location & Environmental Studies  
Roadside Safety, Staging, and Traffic Control  
Pavement Design, Specifications and Special Provisions  
Drainage Design, Earthwork and Quantities  
Access Management:  
Intersections, Safety Impacts  
Economic Impacts & Principles for Existing Roadways

PROJECT EXPERIENCE

**PHASE I, II, AND III, SHORT STREET/OHIO STREET/OHIO COURT RESURFACING PROJECT, VILLAGE OF LISLE** – Senior CADD Technician. TEG provided Phase I, II, and III engineering services for this \$750K federally funded STP resurfacing project, utilizing STP federal funds administered through the DuPage Mayors and Managers Conference (DMMC), scheduled for construction in FFY 2023. The project consists of HMA resurfacing of Short Street from IL Route 53 to Ohio Court, Ohio Court from Short Street to Ohio Street, and Ohio Street from Ohio Court to Yackley Avenue (DuPage CH 40). The project also featured the installation of dynamic speed feedback warning signs and updating street signs to comply with MUTCD reflectivity standards. Construction activities and maintenance of traffic was carefully planned and coordinated with the surrounding industrial park, the Lisle Police Department, the Lisle Senior High School, the Lisle Community Park, the Sea Lion Aquatic Park, the Lisle Park District Senior Center, the Lisle Public Works, and several other commercial properties along the route. The project followed design controls for Urban roadway improvements and qualified for State Approved Categorical Exclusion and Design Approval using the State BLR Form 19100 Categorical Exclusion Group I with a Project Development Report (PDR).

**PHASE I AND II, JANES AVENUE RECONSTRUCTION PROJECT, VILLAGE OF WOODRIDGE** – Senior CADD Technician. TEG provided Phase I and Phase II engineering services for this \$2.3 million federally funded STP project, utilizing STP federal funds administered through the DuPage Mayors and Managers Conference (DMMC), scheduled for construction in FFY 2025. The project consists of the reconstruction of Janes Avenue, between 75th Street and Spring Street. The net length of improvements is approximately 0.76 miles. The project scope includes full-depth pavement reconstruction and 12" aggregate subgrade replacement, utility adjustments, intermittent curb and gutter replacement, intermittent sidewalk replacement, and ADA curb ramp upgrades. The project followed design controls for Urban Reconstruction roadway improvements and qualified for State Approved Categorical Exclusion and Design Approval using the State BLR Form 22210 Local Project Development Report for Group II Categorical Exclusions and Design Approval. With planned improvements located near DuPage County's jurisdiction at 75th Street, improvements were coordinated with DuPage County Division of Transportation (DuDOT).

**PHASE I, II, AND III, ABBEYWOOD DRIVE (08-19-0005) AND GREEN TRAILS DRIVE (08-17-0016) LAFO PROJECTS, VILLAGE OF LISLE** – Senior CADD Technician. The projects were programmed for FY 2020 construction with a total cost of \$475K and \$498K, respectively, for resurfacing approximately 0.75 miles between Naper Boulevard and College Road. The proposed improvements included the milling of the existing asphalt surface of the roadway. The improvements will include replacing the surface with a Polymerized Leveling Binder and a HMA Surface Course. Existing curb and gutter, sidewalk, and curb ramps will also be replaced on an as needed basis. TEG also performed a traffic flow study evaluating traffic and crash history at the entrance to Kennedy Jr. High.

**PHASE II AND III, WOODWARD AVENUE RESURFACING PROJECT, VILLAGE OF WOODRIDGE** – Senior CADD Technician. The Village of Woodridge selected TEG for Phase II and Phase III engineering services for the Woodward Avenue LAFO Resurfacing Project (TIP ID 08-18-0017). This project were programmed with a total cost of \$960,360 for resurfacing 1 mile between 75th Street and the north Village



Limit located between Wheeler Street and Oxnard Drive. The proposed improvements included the milling of the existing asphalt surface of the roadway. The improvements included replacing the surface with a Polymerized Leveling Binder and a HMA Surface Course. Existing curb and gutter and sidewalk will also be replaced on an as needed basis. The intersection of Woodward Avenue and Cambridge Road was on the 2017 Local Safety Tier Analysis as a high tier intersection. TEG evaluated crash history and mitigation options for the intersection.

**PHASE II AND III, 2021 MFT RESURFACING PROJECT, ILLINOIS DEPARTMENT OF TRANSPORTATION AND VILLAGE OF WOODRIDGE** – Senior CADD Technician. TEG provided survey, design, and construction engineering services for this \$1.6M MFT funded pavement resurfacing and reconstruction project. The total length of the project was 14,643 feet over 19 project locations. The scope of work included HMA surface removal, HMA Paving, sidewalk repairs, curb repairs, driveway repairs, utility structure adjustments, pipe underdrains, pavement markings, and final restoration. TEG prepared final plans and MFT specifications and secured IDOT approval. TEG also prepared the ILR10 NPDES permit for pavement reconstruction located in the floodplain.

**PHASE II AND III, WASHINGTON STREET RECONSTRUCTION PROJECT, CITY OF WEST CHICAGO** – Senior CADD Technician. TEG secured federal funding on behalf of the City by applying for STP highway funding through the DuPage Mayors and Managers Conference. TEG was hired by the City to provide planning, design, and construction engineering services for this \$1.2M STP funded pavement reconstruction project. The project is located on a major thoroughfare in the City's downtown business district and required staged construction, detour plans, and close coordination effort with the residents and businesses along the project corridor. The project also spans the Union Pacific and Canadian National Railroads. Planning efforts included a Life Cycle Cost Analysis of several different pavement maintenance and rehabilitation strategies, which resulted in a reconstruction determination. The project also includes the reconstruction of intermittent sidewalk, ADA compliant ramps, curb and gutter, pavement markings and landscape restoration. TEG is currently providing construction engineering services, which will include documentation of contract quantities, contractor payment requests, and project closeout.

**PHASE II AND III, 2020 ROAD REPAIR PROJECT, VILLAGE OF INDIAN HEAD PARK** – Senior CADD Technician. TEG was hired by the Village of Indian Head Park to provide final Phase II design engineering and Phase III resident engineering services for 0.7 miles of street resurfacing on local streets. Work included pavement surface removal, intermittent curb and gutter removal and replacement, full-depth pavement patching, partial-depth pavement patching, utility structure adjustments, aggregate wedge shoulders, grading and shaping ditches, stabilization of ditches and culvert flared end sections, resurfacing with hot-mix asphalt level binder and surface courses, and landscape restoration. Under separate contract, TEG also prepared final engineering plans and a Cook County Department of Transportation and Highways Maintenance Permit for full-depth HMA pavement patching on Wolf Road (CHS W22) between Big Bear Drive and Acacia Drive. The work involved Class D pavement patching, subgrade stabilization, installation of aggregate shoulders, Thermoplastic pavement markings, raised reflective pavement markers, and traffic control and protection.

**PHASE II AND III, 2019/2020 ANNUAL WATER MAIN PROGRAM, VILLAGE OF BURR RIDGE** – Senior CADD Technician. The Village of Burr Ridge hired TEG for Phase II and Phase III for this \$1.1M annual water main replacement project for improvements at two (2) locations in Burr Ridge. The 2019 locations included County Line Road (Cook County), County Line Lane in the Carriage Way Subdivision, work along the County Line Road/Carriage Way/N Frontage intersection, and Chasemoor Drive between 79th Street and Foxborough Drive. The scope of work included ductile iron and PVC water main installation, water main abandonment, water service line replacement, new fire hydrants, horizontal directionally drilled water main, boring and jacking, encasement, intermittent storm sewer and sanitary sewer service replacement, driveway replacement, pavement patching, and parkway landscaping.

**LOMBARD TRANSMISSION MAIN PROJECT, VILLAGE OF LOMBARD, ILLINOIS** – Design Technician for design engineering services for this \$1.5 million project consisting of approximately 8,000 linear feet of 16" poly-wrapped ductile iron water transmission main to provide a direct connection from the Village's Civic Center Reservoir to the South Booster Station. In the preliminary engineering phase, TEG explored seven (7) possible routes for the transmission main. Our approach for the preliminary phase was to prioritize the project criterion, conduct a detailed alternatives analysis, and identify the least disruptive and most cost effective solution. As part of this phase, TEG utilized a concept level decision matrix which allowed for the advantages and disadvantages of each route to be directly compared. This analysis allowed for direct comparison of the identified criteria important to the Village in their consideration of the final alignment. The ultimate goal was to provide true quantitative comparisons to each alternative route side by side. TEG will assist the Village with utility notifications, bidding assistance, permitting requirements, IEPA Water Construction Permit, and the IDOT Region One Utility Permit.



# Georgi Sokolov

## Senior Survey Crew Chief

### EDUCATION

University of Architecture,  
Civil Engineering and Geodesy  
Bulgaria, Master of Geodesy,  
Specialization in Applied  
Geodesy, 1999

Vocational School of Civil  
Engineering Bulgaria, Subway  
Construction Technician, 1992

### YEARS OF EXPERIENCE

23 years

### TECHNICAL SKILLS

- GPS
- Geodesy
- Microsoft Office
- MicroStation
- AutoCAD
- Geopak

Georgi Sokolov has over 23 years of experience as a field surveyor. He has worked on various transportation projects throughout the Chicago metropolitan area. Mr. Sokolov has experience with all aspects of field surveying from Phase I topographic surveys through Phase III Construction Layout and documentation of contract quantities. He has performed boundary surveys in support of the preparation of documents for land acquisition and platting for right of way.

He is well-versed in the utilization of the IDOT required coding system for data collection for topographic surveys. He utilizes the current technologies for data acquisition and transmission to and from our office, and keeps current on the standards of our profession. Georgi maintains the highest level of standards in his work product and adheres to the highest level of professional conduct.

### REPRESENTATIVE PROJECTS

#### I-90 Kennedy Expressway

##### Contract 60Y39

##### Client: Illinois Department of Transportation

As part of the Phase III Team, Gasperec Elberts Consulting is providing Quality Assurance (QA) Survey services during construction. The project includes roadway reconstruction, widening, and resurfacing of 2.3 miles of I-90 from Cumberland Avenue to Harlem Avenue, as well as the installation of proposed storm sewer, lighting, signing, construction of 7 retaining walls, signing structures, pavement markings and all other collateral work necessary to complete the project.

Georgi is the Survey Crew Chief for this project and works closely with the Liason Engineer to complete QA of contractor layout; topographical surveys for verifying existing conditions, as well as final line and grade, to determine and document final quantities for cubic yard contract line items; and GPS survey for applicable square yard contract line items to determine and document final quantities in accordance with the IDOT Construction Manual.

#### I-80 Right of Way Survey

##### Client: Illinois Department of Transportation

Survey crew chief performing 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. Used GPS to set project control using NAD83(2011) Illinois State Plane East Zone coordinates. Performed reconnaissance of property and right of way corner monuments using record plats, highway plats, and tax maps for reference. Located found monuments with GPS. Surveyed location of right of way fence along I-80. Searched for approximately 40 section corners and located found corners and ties with GPS. Kept detailed field notes of found monuments.

#### IL Route 173 ADA Ramp Surveys

##### Client: Illinois Department of Transportation

Survey crew chief performing topographic survey at 8 intersections along IL Route 173 for use in ADA and sidewalk improvements. The survey covered eight intersections between IL Rte 131 and IL Rte 137. Survey limits extended 50 feet from the existing edge of pavement at identified corners. Detailed topographic survey included curb cuts, aboveground features, sufficient grades to produce 1-foot contours, and rim and invert information for structures falling within the existing sidewalk and curb.

### **Butterfield Road & IL Route 53**

#### **Client: Illinois Department of Transportation**

Provided construction inspection services for 1.27 miles of multi-use path for the Sand Ridge Trail located in Calumet City. The project begins at the Sandridge Nature Center and ends at the Green Lake Aquatic Center. This project was a Local Agency project for the Forest Preserve of Cook County and administered by IDOT. Therefore, all inspection and documentation was completed in accordance with the IDOT Construction Manual and PPG. The scope of work included the following:

### **I-294 Roadway/Bridge Rehabilitation**

#### **Client: Illinois Department of Transportation**

Survey crew chief collecting topographic and boundary information for preparation of highway plats along Route 53 north of Route 56 and Route 56 west of Route 53. 13 temporary easements and 6 right of way takes were needed over 9 parent parcels. Set site control utilizing GPS in accordance with IDOT standards and procedures. Performed boundary reconnaissance including locating and surveying existing property corners and monumentation. Collected edge of existing roadway and significant private improvements near the right of way and proposed right of way. Located and taped buildings on affected parcels. Maintained thorough field book records.

### **Route 173 & Kilbourne Road IL**

#### **Client: Illinois Department of Transportation**

Survey crew chief performing topographic survey of 4,000 linear feet at the intersection of IL Route 173 and Kilbourne Road. Surveys extended 1,000 feet in each direction from the intersection. Detailed topographic information was surveyed in accordance with the IDOT Survey Manual including IDOT point codes.

### **Construction Layout Projects**

#### **Client: Various**

Georgi has provided construction layout on numerous IDOT contracts for contractors including project control verification, layout for all roadway and drainage items, as well as topographic surveys for the record drawings. The following projects are a representative sample of his work:

- IIDOT Contract #62G96 - US 41
- IDOT Contract #62H45 - IL58 (Dempster)
- IDOT Contract #61F26 - Spring Road
- IDOT Contract #61F51 - Arlington Heights Road
- IDOT Contract #61F55 - Forest Avenue
- IDOT Contact #61F56 - Harrison

### **PTB 179-002: Work Orders # 1 and # 3**

#### **Client: Illinois Department of Transportation**

Georgi was the Survey Crew Chief for both of these various/various survey work orders. For each of these work orders, Georgi set control by utilizing GPS in accordance with IDOT standards and completed highly detailed topographic surveys for the design of ADA Ramps in accordance with the IDOT Typical Corner Survey Exhibit. The work orders included 111 intersections in Cook County as the following locations:

- Green Bay Road, Winnetka, IL
- Ridge Road and Kenilworth Avenue, Evanston, IL
- Church Street, Evanston, IL
- S. Cicero Avenue, West Lawn, Chicago, IL

# Plamen Stoyanov

## Survey Crew Chief

### YEARS OF EXPERIENCE

19 years

### TECHNICAL SKILLS

- GPS
- Geodesy
- Microsoft Office
- MicroStation
- AutoCAD
- Geopak

Plamen Stoyanov has over 18 years of experience as a field surveyor. He has worked on various transportation projects throughout the Chicago metropolitan area. He has experience with all aspects of field surveying from Phase I topographic surveys through Phase III Construction Layout and documentation of contract quantities. He has performed boundary surveys in support of the preparation of documents for land acquisition and platting for right of way. He utilizes the current technologies for data acquisition and transmission to and from our office, and keeps current on the standards of our profession.

Plamen maintains the highest level of standards in his work product and adheres to the highest level of professional conduct.

### REPRESENTATIVE PROJECTS

#### Elmhurst Metra Station Improvements

**Client: CDM Smith**

Gasperc Elberts Consulting is currently providing professional land surveying services for the City of Elmhurst. Our survey work will include topographic, utility, and boundary information for the railroad and streets surrounding the existing Elmhurst Metra station. In addition, this project includes working and coordinating with the Union Pacific Railroad to perform work within the right of way.

#### Butterfield Road & IL Route 53

**Client: Illinois Department of Transportation**

Survey crew chief collecting topographic and boundary information for preparation of highway plats along Route 53 north of Route 56 and Route 56 west of Route 53. 13 temporary easements and 6 right of way takes were needed over 9 parent parcels. Set site control utilizing GPS in accordance with IDOT standards and procedures. Performed boundary reconnaissance including locating and surveying existing property corners.

#### IL Route 173 ADA Ramp Surveys

**Client: Illinois Department of Transportation**

Survey crew chief performing topographic survey at 8 intersections along IL Route 173 for use in ADA and sidewalk improvements. The survey covered eight intersections between IL Rte 131 and IL Rte 137. Survey limits extended 50 feet from the existing edge of pavement at identified corners. Detailed topographic survey included curb cuts, aboveground features, sufficient grades to produce 1-foot contours, and rim and invert information for structures falling within the existing sidewalk and curb.

#### Brandywyn Lane and Thompson Boulevard Improvements

**Client: Illinois Department of Transportation**

Gasperc Elberts Consulting is providing topographic and boundary information for Brandywyn Lane and Thompson Boulevard Improvements. The improvements include ADA sidewalks throughout the corridor, providing a safe environment for the motorists and pedestrians in this residential neighborhood that utilize the roadway.

#### Route 173 & Kilbourne Road IL

**Client: Illinois Department of Transportation**

Survey crew chief performing topographic survey of 4,000 linear feet at the intersection of IL Route 173 and Kilbourne Road. Surveys extended 1,000 feet

in each direction from the intersection. Detailed topographic information was surveyed in accordance with the IDOT Survey Manual including IDOT point codes.

**I-90 Kennedy Expressway**

**Client: Illinois Department of Transportation**

As part of the Phase III Team, Gasperc Elberts Consulting is providing Quality Assurance (QA) Survey services during construction. The project includes roadway reconstruction, widening, and resurfacing of 2.3 miles of I-90 from Cumberland Avenue to Harlem Avenue, as well as the installation of proposed storm sewer, lighting, signing, construction of 7 retaining walls, signing structures, pavement markings and all other collateral work necessary to complete the project. Green Bay Road, Winnetka, IL

Mr. Wrigley is a land survey technician whose experience includes performing topographic design surveys, drainage surveys, boundary surveys and utility inspections. He also has experience with construction inspection, layout and layout verification. Ethan has a GIS background and is proficient with MicroStation.

## ETHAN WRIGLEY

*Survey Technician*

### EDUCATION

University of Illinois at Urbana-Champaign  
Champaign, IL  
Bachelor of Arts,  
Urban Studies and Planning

### SELECTED CONTINUING EDUCATION

Drafting/Engineering Software  
AutoCAD  
ArcGIS

## PROJECT EXPERIENCE

**PHASE III, LINCOLN-ASHLAND-BELMONT SECTION 2 IMPROVEMENTS PROJECT, CHICAGO DEPARTMENT OF TRANSPORTATION** – Survey Technician. As a subconsultant, TEG is providing construction engineering services. Work includes streetscape improvements to three roadway corridors, installation of new roadway lighting and traffic signal infrastructure, construction of new curb extensions and plaza space, new sidewalks, roadway resurfacing and pavement construction.

**PHASE II, 2022 CDBG ROAD PROGRAM, CITY OF WARRENVILLE** — Land Survey Technician. The City's 2022 Road Program received \$600,000 in CDBG funding administered through the DuPage County Community Development Commission (CDC). This \$1M neighborhood investment project included roadway improvements throughout the Summerlakes Square Courts Area of Maplewood Drive, Maplewood Court, Cottonwood Court, Dogwood Court, Lindenwood Drive, Linden Square, Wood Court, and Wildwood Court. The work consisted of asphalt resurfacing, asphalt pavement patching, sidewalk replacement, and curb and gutter replacement. The total length of improvements is approximately 1.2 miles. Phase II professional engineering services included field survey, data collection, analysis of existing conditions, preparation of base maps, utility coordination, determination of plan quantities, development of engineering drawings, preparation of project specifications, preparation of the bid manual, DuPage County coordination, and bid assistance.

**PHASE II/III, FY23 – FY25 ROAD PROJECTS, CITY OF WOOD DALE** — Land Survey Technician. TEG was hired by the City of Wood Dale to provide final Phase II design engineering services, bid assistance, and Phase III resident engineering services for the FY23-FY25 Road Projects. Wood Dale unveiled a five-year, \$51 million plan to update existing infrastructure beginning in 2023. This assignment covered three years' worth of City funded roadway resurfacing projects between FY23-FY25. The \$5.2 million FY 2023 Street Resurfacing Program consisted of improving approximately 37,500 linear feet of roadway at 35 locations in 2022 and 2023. The professional services began in the spring of 2022 to accommodate final design, advertisement, bidding, and partial construction completion by December 31, 2022. TEG assisted the City in establishing an intergovernmental agreement between Wood Dale and the Village of Bensenville for work outside of the City's jurisdiction. During the project, the City added approximately 1,610 linear feet of water main installation to the project along Maple Avenue, between Irving Park Road and Stoneham Street. TEG completed the water main design and prepared the IEPA permit application on behalf of the City.

**PHASE I/II,III, SHORT STREET/OHIO STREET/OHIO COURT RESURFACING PROJECT** — Land Survey Technician. The Village of Lisle selected TEG for Phase I, II, and III engineering services for this \$750K federally funded STP resurfacing project, utilizing STP federal funds administered through the DuPage Mayors and Managers Conference (DMMC), scheduled for construction in FFY 2023. The project consists of HMA resurfacing of Short Street from IL Route 53 to Ohio Court, Ohio Court from Short Street to Ohio Street, and Ohio Street from Ohio Court to Yackley Avenue (DuPage CH 40). The total length of the project is 0.81 miles. The project also featured the installation of dynamic speed feedback warning signs and updating street signs to comply with MUTCD reflectivity standards. The project followed design controls for Urban roadway improvements and qualified for State Approved Categorical Exclusion and Design Approval using the State BLR Form 19100 Categorical Exclusion Group I with a Project Development Report (PDR).





**PHASE III, ADDISON CREEK CDBG STORM SEWER IMPROVEMENTS, VILLAGE OF BENSENVILLE** — Land Survey Technician. This \$2.5M project was funded in part with Federal dollars under the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, administered by the DuPage County Community Development Commission (CDC). The CDBG-DR grant was made available through the U.S. Department of Housing and Urban Development (HUD) to assist disaster recovery efforts in response to declared major disasters occurring in DuPage County. The project was located along W Wood Ave, Center St, Alley south of W Wood Ave, Alley east of Center St, York Rd, and Alley South of E Pine Ave in Bensenville. The work included the installation of approximately 3,375 linear feet of storm sewer, ranging from 12” diameter to 48” diameter, including approximately 560’ of 30” RCP storm sewer, 1,121’ of 36” RCP storm sewer, 1,539’ of 48” RCP storm sewer, 155’ of various sized storm sewer, pavement patching and final landscape restoration. The project also includes the installation of approximately thirty (30) precast concrete manholes, ranging from 5’ diameter to 9’ diameter. Challenges overcome included the discovery and replacement of unexpected lead water service lines during construction.

**PHASE II AND III, ADVOCATE AURORA HEALTH HIGHLAND PARKING LOT EXPANSION AND REHABILITATION PROJECT, AURORA, ILLINOIS** — Land Survey Technician. TEG was hired by Advocate Aurora Health (AAH) for Civil Design and Construction Administration Services for its parking lot expansion and parking lot rehabilitation at the clinical Advocate Medical Group West (AMGW) site located at 1221 North Highland Avenue, Aurora, Illinois. The Highland Parking Lot Rehabilitation Project consisted of maintenance and resurfacing of existing parking lots, access drive widening for mobile MRI units, repair and restoration of the existing stormwater drainage system, restoration of the existing stormwater retention pond and associated outlets, expansion of the parking lot facility to include an additional 100+ parking spaces, creation of a new stormwater retention basin, and extension of street lighting amenities to serve the parking lot expansion. The construction project was delivered in an Integrated Lean Project Delivery (ILPD) manner between AAH, TEG, and the General Contractor (GC). TEG designed the new stormwater retention basin in accordance with the City of Aurora’s Stormwater Ordinance, a modification of the Kane County Stormwater Ordinance administered by the City of Aurora. TEG also assisted AAH with acquiring permits including the Kane/DuPage Soil and Water Conservation District and City of Aurora Stormwater Permit.

**PHASE II/III, WILLIAM TIKNIS CAMPUS EXPANSION, HANOVER TOWNSHIP** — Land Survey Technician. TEG was hired by Hanover Township to provide community and plan development for the Hanover Township Campus Expansion. Hanover Township is expanding its current township campus by developing a 17.5-acre lot to include an emergency services station, future public works facilities, and cemetery operations. TEG provided a topographic site survey of the heavily wooded property, tree survey, wetland delineation, landscape, design, drainage design including green infrastructure considerations, roadway design, utility design, trail design, the preparation of construction documents, and bidding assistance to the Township. This project also included the work effort for obtaining annexation into and plan approvals from the Village of Bartlett, including a Plat of Annexation, Plat of Consolidation, and Plat of Easement. TEG performed wetland delineation and storm water/drainage design in accordance with MWRD and DuPage County Stormwater Commission requirements and all documentation for environmental permitting according to the Illinois Endangered Species Protection Act, the Illinois Natural Areas Preservation Act, and Interagency Wetland Policy Act of 1989.

**PHASE II/III, LINCOLN MUNICIPAL PARKING LOT, VILLAGE OF WESTMONT** — Land Survey Technician. TEG provided professional engineering services develop a parking lot in downtown Westmont. Phase I included geometric alternatives and a drainage study. Phase II included geometric layout, grading plans, typical sections, storm sewer and structures, underground detention, decorative lighting, and decorative landscaping. The proposed landscaping plan consisted of native perennials, hardy trees for interior parking lot islands, ornamental trees along the perimeter, 24” of planting soil mix, and decorative stone outcroppings. The development was reviewed and approved by Planning & Zoning and Community Development in order to secure building permits. TEG also assisted the Village with bidding, coordination with adjacent business and utilities, and full time construction engineering services. Individual responsibilities includes performing as-builts during construction.

**PHASE I/II, MELVINA AVENUE CORRIDOR IMPROVEMENT, VILLAGE OF NILES** — Land Survey Technician. The Melvina Avenue Improvement is a critical component of the Touhy Triangle Redevelopment and a major investment in the future of Niles. The Melvina Avenue Improvement, from Touhy Avenue to Gross Point Road, includes three (3) specific scope items that, when combined, will address the capital needs of this corridor for many years to come: Roadway Reconstruction, Geometry, and Streetscape, Traffic Operations and Signing, and Watermain Replacement. The primary goal for this coordinated utility improvement project is to provide long-lasting public water main distribution and roadway infrastructure along the Melvina Avenue corridor, while improving traffic operations, safety, and upgrading pedestrian amenities. The project will renew the infrastructure and provide premium roadway and streetscape surfaces. Utility concerns will be addressed so that the service life of the buried utilities matches the service life of the roadway and streetscape surface elements.



## ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Thomas Engineering Group, LLC

### 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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 Thomas E. Gill, as President  
Name Title

and on behalf of Thomas Engineering Group, LLC  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
<b>Name of Firm:</b>	Thomas Engineering Group, LLC		
<b>Address:</b>	238 S Kenilworth Ave. Suite 100		
<b>City/State/Zip:</b>	Oak Park, IL 60302		
<b>Telephone:</b>	(855) 533-1700	<b>Facsimile:</b>	
<b>FEIN:</b>	26-1722938	<b>SSN:</b>	
<b>Email:</b>	tomg@thomas-engineering.com		
<b>Nature of Transaction:</b>			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

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

<b>State of Incorporation or Organization:</b>		
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>		
<b>Telephone:</b>		
<b>Identify the names of all officers and directors of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Title</b>	
<b>Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>
		%
		%
		%
<b>LLC's only, indicate Management Type and Name:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b> <input style="width: 100px;" type="text"/>
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>		<input type="checkbox"/> Yes <input 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
Thomas E. Gill		68 %
Gregory A. Benske		21 %
Kevin C. VanDeWoestyne		11 %
		%
		%

### C. SOLE PROPRIETORSHIP

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

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

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### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> 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-rotating<sup>4</sup> 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

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### 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

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

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

### D. OTHER TAXES/FEES

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

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

### E. PUNISHMENT

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

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.

# ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

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

## H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

## I. VERIFICATION

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

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

Signature of Authorized Officer

**Thomas E. Gill**

Name of Authorized Officer (Print or Type)

**President**

Title

**(708) 533-1700**

Telephone Number

State of Illinois  
County of Cook

Signed and sworn to before me on this 19<sup>th</sup> day of July, 2023 by  
Angelica Gal (Name) as Administrative Manager (Title) of  
Thomas Engineering Group, LLC (Bidder/Proposer/Respondent or Contractor)

Angelica Gal  
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):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

## ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

**Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.**

  
\_\_\_\_\_  
Signature


07/19/2023  
\_\_\_\_\_  
Date

**Thomas E. Gill**  
\_\_\_\_\_  
Name (Type or Print)

**President**  
\_\_\_\_\_  
Title

Subscribed and sworn to before me

this 19<sup>th</sup> 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:

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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)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

\_\_\_\_\_  
Phone

SCHEDULE D  
Affidavit of 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

STATE OF ILLINOIS    }  
                                   } SS  
 COUNTY OF COOK       }

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

President - Thomas Gill  
 Title and duly authorized representative of

Thomas Engineering Group, LLC  
 Name of Professional Service Provider whose address is

238 South Kenilworth Avenue, Oak Park, IL 60302

in the City of Oak Park, 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
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		<b>\$ TBD</b>	<b>\$ TBD</b>
<b>Percent of Total Base Bid</b>		<b>TBD %</b>	<b>TBD %</b>

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:

Thomas Engineering Group, LLC  
Name of Contractor (Print)

09/16/2024  
Date

(855) 533-1700  
Phone

  
Signature

Thomas Gill  
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_