



**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 (PS3083I)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**WEAVER CONSULTANTS GROUP, LLC**

**FOR**

**SURVEYOR SERVICES (PS3083I)**

**Public Building Commission of Chicago**

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

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<b>CONTACT NAME:</b>	Michael D. Bytner, PLS
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<b>ADDRESS:</b>	1316 Bond Street, Suite 108 Naperville, Illinois 60563

**Mayor Brandon Johnson**  
Chairman

Ray Giderof  
Acting Executive Director

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**EXECUTION PAGE**  
**SURVEYOR SERVICES – PS3083I**

**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 **Weaver Consultants Group, LLC** with offices at 1316 Bond Street, Suite 108, Naperville, Illinois 60563 (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- PS30831

PUBLIC BUILDING COMMISSION OF CHICAGO

  
\_\_\_\_\_  
Mayor Brandon Johnson  
Chairman

Date: 01/22/2024

ATTEST:

  
\_\_\_\_\_  
Mary Pat Witry  
Secretary

Date: 1/17/2024

CONSULTANT: Weaver Consultants Group, LLC

  
\_\_\_\_\_  
President or Approved Signatory

Date: 1/8/2024

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: DuPage

State of: Illinois

Subscribed and sworn to before me by Michael Bytner and —  
on behalf of Consultant this 8<sup>th</sup> day of Jan, 2024.


  
\_\_\_\_\_  
Notary Public

My Commission expires: 4/19/2026

(SEAL OF NOTARY)



Approved as to form and legality:

  
\_\_\_\_\_  
Neal & Leroy, LLC

Date: 1-16-2024

**SCHEDULE A  
TERMS AND CONDITIONS**

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

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

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

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

- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [https://www.pbcchicago.com/wp-content/uploads/2017/05/RES\\_PBC\\_ecr\\_CodeofEthicsConsolApril-2013\\_20130405.pdf](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)  
04/26/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Weaver Consultants Group 1316 Bond St. Suite 108 Naperville IL 60563 USA	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: New Hampshire Insurance Company		23841
	INSURER C: AIU Insurance Company		19399
	INSURER D: Navigators Specialty Insurance Company		36056
	INSURER E:		
	INSURER F:		

**COVERAGES      CERTIFICATE NUMBER: 570105273208      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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			CH24NP40A2JOUIC	05/01/2024	05/01/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 5717937	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CH24XENZ0DUCZIC	05/01/2024	05/01/2025	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC14195883	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C				AOS	05/01/2024	05/01/2025	E.L. EACH ACCIDENT	\$1,000,000
				WC14195884			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				CA			E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	<input checked="" type="checkbox"/> <b>E&amp;O - Professional Liability - Primary</b>			CH24NP40A2JOUIC	05/01/2024	05/01/2025	Each Claim	\$2,000,000
				Prof Liab. Claims Made			Aggregate	\$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Contract PS30831. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the commission are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Pollution Liability policies. General Liability, Automobile Liability and Pollution Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance

<b>CERTIFICATE HOLDER</b>  Public Building Commission Procurement Department Richard J. Daley Center, Room 200 Chicago IL 60602 USA  <div style="text-align: right; color: red;"> <b>APPROVED</b>  <b>JLB</b>    <b>11/20/2024</b> </div>	<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  <div style="text-align: center;"> </div>
--	--

Holder Identifier :

Certificate No : 570105273208





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Weaver Consultants Group	
POLICY NUMBER See Certificate Number: 570105273208		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570105273208	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:  
with the policy provisions.



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Weaver Consultants Group	
POLICY NUMBER See Certificate Number: 570105273208			
CARRIER See Certificate Number: 570105273208	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Contractors Pollution Liability			CH24NP40A2JOUIC	05/01/2024	05/01/2025	Aggregate	\$2,000,000
							Per Occurrence	\$1,000,000



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2024

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.

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000066189	
<b>INSURED</b> Weaver Consultants Group 1316 Bond St. Suite 108 Naperville IL 60563 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570105739483      **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Contract PS30831. Property/Contractors Equipment subject to schedule value reported.

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS      DEDUCTIBLES <input type="checkbox"/> BASIC      BUILDING <input type="checkbox"/> BROAD      CONTENTS <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD	ITC100065372424	05/01/2024	05/01/2025	<input type="checkbox"/> BUILDING <input checked="" type="checkbox"/> PERSONAL PROPERTY      Included <input checked="" type="checkbox"/> BUSINESS INCOME      Included <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP <input checked="" type="checkbox"/> Loss Limit      \$25,000,000	
	<input type="checkbox"/> INLAND MARINE CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	<input type="checkbox"/> CRIME TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					
A	Miscellaneous Property	ITC100065372424 Contractors Equip	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> Acquired per occurrence      \$1,026,800 <input checked="" type="checkbox"/> Rented per item      \$500,000	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Public Building Commission Procurement Department Richard J. Daley Center, Room 200 Chicago IL 60602 USA	<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 <i>Aon Risk Services Central, Inc.</i>
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CERTIFICATE NUMBER: 570105739483



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**



### Key WCG Personnel Matrix

Name	Years at WCG	Years in Survey Industry	ALTA Survey	Boundary Survey	Topographic Survey	Acquisition Plats	Private Utility Locate	Right-of-Way Plats
Mike Bytner	21	40	40	40	40	40	x	40
Andrew Widolff	9	12	12	12	12	2	x	2
James Berger	10	22	22	22	22	5	x	5
Charles Pierson	15	23	20	20	20	x	x	20
William Perry	3	25	25	25	25	25	x	25
Steve Popp	10	47	47	47	47	47	x	47
Robert Weaver	17	35	35	35	35	35	x	35





## Michael D. Bytner, P.L.S

Senior Project Director

### LICENSES

Illinois Professional Land Surveyor 035.003326  
Wisconsin Professional Land Surveyor 2541-8  
Texas Registered Professional Land Surveyor 5834  
Kentucky Land Surveyor 4086  
Arizona Professional Land Surveyor 43269  
Colorado Professional Land Surveyor PLS.0038572  
Oklahoma Professional Land Surveyor 1986

### AFFILIATIONS

Illinois Professional Land Surveyors Association  
Wisconsin Society of Land Surveyors  
Texas Society of Professional Land Surveyors  
Kentucky Association of Professional Land Surveyors  
Arizona Society of Professional Land Surveyors  
Professional Land Surveyors of Colorado  
Oklahoma Society of Land Surveyors  
National Society of Professional Surveyors

### RECOGNITION

Pat Patterson Surveyor of the Year - 2011

## Professional Summary

Mr. Bytner has served as the Director of Surveying of Weaver Consultants Group since 2002. Mike began his survey career in 1983. Mike not only developed an extraordinary passion for surveying, but also for shaping the future of this ever-evolving profession. As a respected industry professional, he was selected to chair statewide multiple committees in Illinois. These committees were key in advancing survey legislation, educational opportunities, and workforce development. His leadership in the profession was evidenced when his peers elected him to the office of Illinois State President in 2010. His fields of interest and expertise include; Boundary evidence evaluation, Surveying standards of practice, Conflicting survey evidence.

## Select Project Experience

Mr. Bytner has vast experience with commercial and residential land development projects, REIT portfolios, environmental compliance and monitoring surveys and attorney consulting. He holds active survey licenses in seven states.

### Centerpoint - Mirvac Commercial Real Estate Portfolio

Directed the timely and successful execution of 41 commercial surveys. Mr. Bytner and his team were charged with executing 29 of the ALTA Land Title Surveys, reviewing and managing the work of other surveyors and addressing surveying concerns of the buyer, the lender and the title company for the entire portfolio.

### ALDI Market Expansion in the Chicagoland Area

Provided a spectrum of surveying services including, Land Title Surveys, topography, underground utility mapping, subdivisions, attorney consulting and construction layout for over 70 properties throughout Illinois, Indiana and Iowa.

### Confidential Client - Expert Witness Testimony

Provided expert testimony regarding the Illinois Plat Act, common law and statutory right-of-way dedications and common survey practices at the time the parcel in question was subdivided.

### Confidential Client - Attorney Consultation

Provided an independent, expert opinion regarding the application of proper surveying standards. The case involved an error and omissions insurance claim against a surveyor that failed to show underlying title lines.



Cut on Dotted Line 

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Cut on Dotted Line 



## William H. Perry, P.E.

### Principal

#### EDUCATION

B.S. Civil Engineering, Purdue University, 1995

#### CERTIFICATIONS

State Licensed Professional Engineer: Alabama, Arizona, Colorado, Florida, Illinois, Indiana, Iowa, Kentucky, Maryland, Maine, Michigan, Minnesota, Missouri, North Carolina, New Mexico, Ohio, Oklahoma, South Dakota, Utah, and Washington

Certified Floodplain Manager (CFM)

Certified Professional in Erosion and Sediment Control (CPESC)

Lake County Illinois Designated Erosion Control Inspector (DECI)

#### FIELDS OF EXPERTISE

Due Diligence, Master Planning, Site Planning, Site Civil Engineering Design, Project Management, Floodplain Evaluation, Site ADA Assessment and Design, Permitting, Stormwater Management Evaluation and Design, Utility Infrastructure Design, Site SWPPP Permitting and Inspections, Value Engineering Consultation, Expert Witness Testimony

## Professional Summary

Mr. Perry has over 25 years of civil engineering design for land development projects. He is able to work with his clients to determine their goals and puts together a team to design all of the site-related aspects of the project, including due diligence, surveying, zoning, planning, traffic engineering, geotechnical engineering, civil engineering design, landscape design, and site lighting design. His experience includes a variety of different commercial and industrial projects ranging from ½ acre outlots in shopping centers to large industrial parks.

Prior to joining Weaver Consultants Group, Mr. Perry was Vice President for a national land development consulting firm.

## Select Project Experience

Mr. Perry's experience has largely been for private sector clients developing drive-thru restaurants, fuel centers, shopping centers, industrial buildings, commercial buildings, senior living facilities, daycare facilities, storage units, and apartment buildings. Permitting has become one of the most challenging obstacles in developing property, and Mr. Perry excels at managing his projects in a manner that allows for permit approvals in an expeditious manner. Whether the project is big or small, permits are always required, and Mr. Perry works hard to make sure all agencies are contacted quickly and efficiently so construction can begin as soon as possible.

### Wendy's - Nationwide Locations

- Due diligence and site selection
- Site planning
- Final Engineering and Landscape Plan preparation and permitting
- Coordination with design team to produce quality design drawings efficiently, which enables contractors to start building sooner with minimal change orders

### Lombard Cold Storage - Lombard, IL

- 80,725 SF cold storage facility
- 4.4-acre redevelopment site
- Stormwater detention in dry basin and underground storage pipes

### Liberty Business Center - Aurora, IL

- 300-acre Industrial Park Master Planning and Mass Grading Design
- 4.5 million square feet of office/warehouse buildings
- Army Corps and Kane County jurisdictional wetland permitting
- Stormwater Management Design for entire park

## Select Project Experience (continued)

### 7- Eleven Fuel Centers with Convenience Stores - Multiple Locations

- Coordination with departments of transportation for access
- Truck routing for fueling vehicles
- Final Engineering design and permitting

### Starbucks - Multiple Locations

- Site planning
- Final Engineering design and permitting
- Zoning testimony and coordination

### Regency Office Park - Naperville, IL

- 17.5-acre office park
- Office buildings and Indoor Sports Complex
- Stormwater management for park, including native stormwater basin providing BMPs

### Dominick's (Mariano's) - Chicago Ave & Damen Ave, Chicago IL

- Re-zoned a portion of the project to allow for the redevelopment of aging neighborhood grocery store, keeping the character of the neighborhood
- Stormwater detention below at grade parking lot
- Parking and deliveries designed to be at grade with additional parking on the roof of the building

### Quest Academy Outdoor Learning Facility

- Converted underutilized problem area into a sports field and outdoor education space
- Redevelopment of area that was prone to flooding into an amenity for the community with drainage enhancements
- Created teaching areas including growing plots, native areas, and outdoor meetings areas

### Baha'i House of Worship Gardens and Welcome Center

- Re-developed garden areas including drainage and water features
- Design cistern to gather stormwater from the grounds and re-use water for irrigation purposes
- Welcome Center design including parking lot on MWRD property adjacent to waterway

### US Cold Storage - Wilmington

- Designed master plan for multiple phases of 43-acre development of former farm field
- Included 424,500 SF Freezer Distribution Warehouse, stormwater detention basins, utility infrastructure
- Offsite Stormwater outlet to existing drainage course under railroad.

# State of Illinois

Rod R. Blagojevich

Governor

## Department of Financial and Professional Regulation

This is to certify that:

**WILLIAM H PERRY**

has met all the requirements of the laws of the State of Illinois  
and is hereby recognized by the Department to practice as a

### LICENSED PROFESSIONAL ENGINEER

Subject to periodic review and renewal of the accompanying license, the Seal of the  
Illinois Department of Financial and Professional Regulation is herewith affixed.



*Rod R. Blagojevich*  
Rod R. Blagojevich, Governor

*F. H. ...*

Fernando C. Orillo, Secretary

*David Bluthardt*

David C. Bluthardt, Acting Director



## **Robert F. Weaver, P.E., P.L.S.**

### **Principal**

#### **FIELDS OF EXPERTISE**

Civil & Structural Engineering

Design and Construction of Buildings for Industrial, Manufacturing, Warehousing, Commercial, and Solid Waste

Design and Implementation of Automated Storage and Retrieval Systems (ASRS) for Warehousing and Distribution

Engineering and Design of Land Development Projects, Boundary and Topographic Land Surveying

Land Planning, Zoning, and Land Use Entitlements

### **Professional Summary**

Mr. Weaver has more than 30 years of experience in commercial and industrial building construction, infrastructure design and land development. He has been involved in the design and construction of residential and commercial developments, public utility design, on-site sewage disposal systems, and storm sewer and drainage systems. Mr. Weaver also has extensive surveying experience including boundary surveys, topographic surveys, and subdivision plats. He has represented clients at public hearings for multiple project types and has extensive experience working with local jurisdictions on a variety of construction-related issues.

Mr. Weaver has managed the design and construction of over two million square feet of commercial and industrial buildings. His specific expertise includes the design and construction of warehouses, retail stores, automated storage and retrieval systems, and solid waste facilities.

Mr. Weaver is licensed in more than 20 states and holds professional memberships in the American Society of Civil Engineers, Illinois Professional Land Surveyors Association, and Indiana Society of Professional Land Surveyors. He is also licensed as a General Contractor in the State of Florida.

### **Select Project Experience**

Mr. Weaver has assisted clients with the management of land acquisition and land entitlement for properties. He has overseen design and construction of facilities for the solid waste industry in Kentucky, Tennessee, and Texas. He has completed offices, as well as warehouse and distribution facilities in more than 10 states. Many of the warehouse facilities included ASRS installations.

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
035.003534

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

EXPIRES:  
11/30/2024

LICENSED PROFESSIONAL LAND SURVEYOR



ROBERT F WEAVER  
4860 N 850 W  
SHIPSHEWANA, IN 46565-9764



MARIO TRETTO, JR.  
SECRETARY

CECILIA ABUNDIS  
DIRECTOR

The official status of this license can be verified at [IDFPR.illinois.gov](http://IDFPR.illinois.gov)

17571902



## Andrew Widolff, RPLS, PLS

### Survey Manager

#### EDUCATION

B.S., Technical Resource Management - Land Surveying, Southern Illinois University Carbondale

A.S., Engineering Technology, Morrison Institute of Technology

#### LICENSES

Registered Professional Land Surveyor, TX #6771

Professional Land Surveyor, IL #3962

FAA Remote Pilot #4066138

#### AFFILIATIONS

Texas Society of Professional Surveyors

Illinois Professional Land Surveyors Association

## Professional Summary

Mr. Widolff has over 12 years of multi-state land survey experience performing field and project management roles in wide-ranging industries. His field-to-finish survey experience includes boundary surveys, ALTA surveys, general topography, construction staking, plats of subdivision and easements, unmanned aerial surveys, preparing legal descriptions, sign/sealing deliverables, crew scheduling, and general crew management.

Over the span of his career, solid waste projects have been a constant and focal client base. With his continued field presence, Mr. Widolff is an effective project manager in addressing the particular needs of each client and preparing his field and production staff to deliver tailored results.

His recent project experience includes the management of dozens of active solid waste projects throughout the States of Texas and Illinois, and he serves as point of contact, billing manager, and project manager.

## Select Project Experience

### Illinois & Texas Solid Waste Experience:

Regularly provide Waste Management, Waste Connections, Inc. & Republic Services with full-service land surveying for dozens of solid waste landfill and transfer station facilities in Illinois and Texas. Typical services include boundary & topographic site surveys, ALTA/NSPS land title surveys, right-of-way donations, drone mapping, construction staking and as-builts, settlement monitoring, utility easements, compliance-based signage, and routine monitoring.

### Illinois & Texas Civil-Development Experience

Provide subconsultant land survey services for national firms in Illinois and Texas such as Kimley-Horn, Verdad Real-Estate & Construction Services, and Darden Restaurants to provide ALTA/NSPS land title surveys with topography, utility easements, easement abandonment, and construction staking.

### Kimley-Horn - Hyatt Redevelopment - 1800 E Golf Rd Schaumburg, IL

Contracted to perform ALTA/NSPS survey with topography and drone survey over vacant 0.76-acre parcel for civil development. Project required extensive record utility and title research to accurately map drainage easements and underground structures affecting use of the property.



## Select Project Experience (continued)


### **ALDI, Inc. - 179th St & Wolf Road Orland Park, IL**

Contracted to perform ALTA/NSPS survey with topography and utility locate mapping over a 5.8 parcel for the development of a new ALDI food store. Project required extensive record utility and title research to accurately map gas pipeline and overhead transmission line easements affecting use of the property.

### **Anchor Construction - Fort Worth Transfer Station - Fort Worth, TX**

Contacted to perform boundary & topographic surveying for proposed building expansion, right-of-way and boundary research, construction staking, utility easement grants, and easement encroachment agreement.



Cut on Dotted Line 

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Cut on Dotted Line 



## Steven A. Popp, PLS

Senior PLS/ Senior Project Manager

### LICENSES

Illinois Professional Land Surveyor 035-003010

### AREAS OF EXPERTISE

Topographic Surveys

Plats of Survey

ALTA/ASCM Surveys

GPS/GNSS

Data Management

### AFFILIATIONS

Illinois Professional Land Surveyor's Association

Member since 1979

Former President of the Northeast Chapter

Chapter Delegate to the State Board

## Professional Summary

Mr. Popp has over thirty-seven years of experience in all aspects of land surveying and engineering in the construction and engineering fields, at the state, county, city, or private levels, including preparation of ALTA surveys, boundary surveys, construction staking, topographic surveys, hydraulic surveys, aerial control surveys, section corner retracement and documentation, land acquisition surveys and documentation, land development and planning, and boundary retracement.

Popp directs and performs all manners of Land Surveying and Engineering Surveying activities. Responsibilities include preparing parcel descriptions, boundary plats, highway plats, route surveys, ALTA/ACSM Land Title surveys, GIS control networks, and topographic surveys. He coordinates field crews utilizing conventional survey equipment as well as GPS methods. He oversees all design platting projects, including boundaries, topography, subdivisions, and other survey documents required during the development process. Responsible for data management, reduction, survey calculations, geometric design, and drafting of plats and engineering plans.

## Select Project Experience

### Route 59-R.O.W. Survey PTB 153 Phase II from Ferry Road to Aurora Avenue - Naperville, IL

Right-of-way and Parcels boundary and topographic surveying for over 3.5 miles of Route 59 in Naperville from Ferry Road to Aurora Ave. for Lane additions and Bridge Replacement.

### Amhurst Lake Business Park (Client - Amlri Realty/Panatoni Development) - Deerfield, IL

ALTA/ACSM Land Title Survey, Subdivision Platting of 170 acres in Lake County for a Business Park. Project included dedication documents and easement descriptions for multiple Parcels.

### Miscellaneous Alleys Boundary and Topographic Surveys (Client City of Wood Dale) - Wood Dale, IL

Boundary and Topographic Surveys of 15 Alleys within City of Wood Dale, set site control and established CI stationing for plan development.

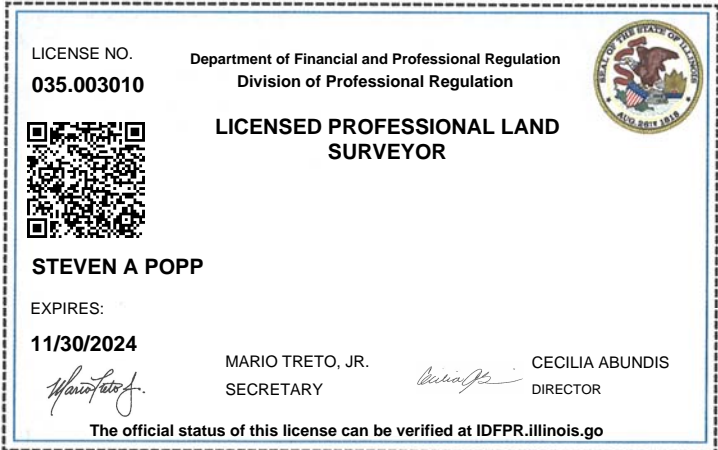
### Thorngate Subdivision (Client-Lexington Homes) - Riverwoods, IL

Survey Project Manager overseeing the ALTA/ACSM Land Title Survey and subdivision of the 170 acre "Thorngate Country Club" into over 400 single family lots and open space.



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Cut on Dotted Line 



## James Berger, PLS

### Senior Project Manager

#### EDUCATION

B.S. Technical Management, DeVry University, 2009

#### LICENSES

Indiana Professional Land Surveyor LS22300009

Kentucky Professional Land Surveyor 4566

Wisconsin Professional Land Surveyor 3279-8

#### CERTIFICATIONS

OSHA 40-Hour HAZWOPER Certification

OSHA 8-Hour HAZWOPER Annual Refresher

#### AREAS OF EXPERTISE

AutoCAD Civil 3D 2020, Drafting Topographic Maps, ALTA, Boundary Surveys, Houseline Surveys, Field Calculations

#### AFFILIATIONS

Illinois Professional Land Surveyors Association

Wisconsin Society of Land Surveyors

Indiana Society of Professional Land Surveyors

## Professional Summary

Mr. Berger serves as a project manager with over 20 years of drafting, survey, and AutoCAD experience. His experience includes supporting a variety of different commercial, industrial, residential, and public utility projects.

## Select Project Experience

### First Midwest Bank Acquisition of Standard Bank:

#### ALTA/NSPS Land Title Surveys of 35 bank branch properties

The news broke in Crain's Chicago Business on June 28, 2016 that First Midwest Bancorp, Inc. ("First Midwest") (NASDAQ: FMBI), the parent company of First Midwest Bank, announced that it has agreed to acquire Standard Bancshares, Inc. ("Standard"), the holding company for Standard Bank and Trust Company. For 47 years, Standard operated locations in the Chicago suburbs and in northwest Indiana. The acquisition would include total assets of approximately \$2.5 billion with \$2.1 billion in deposits, of which over 90% are core deposits, and \$1.8 billion in loans, of which 80% are commercial-related. The target to close the transaction was set for late 2016, but there was also a real estate component to this acquisition.

One of the toughest hurdles would be the transfer title of the 35 branch locations, each requiring surveys and title insurance. Thirteen-days later WCG was awarded surveying contract and accepted the challenge. Although the closing was scheduled for much later in the year, it was critical to complete all the field work and transmit early review copies the surveys ASAP to Standard, the title company, and the legal teams. Six weeks later, the last of the 35 review surveys was delivered. For the next two months, the WCG survey team worked shoulder to shoulder with the title company and attorneys from both sides of the deal to help resolve a multitude of concerns regarding easements, setbacks, boundary lines and encroachments. The last signed and sealed survey was delivered in early November of 2016 with time to spare.



## Charles U. Pierson

### Project Manager

#### EDUCATION

CCAF (Community College of the Air Force)

CCOD (Community College of DuPage)

#### AREAS OF EXPERTISE

Multiple platforms of CAD drafting to include the implementation of new product rollouts and the management of the entire cad platform for Weaver Consultants Group

Survey Field Crew Supervision

Project Management

## Professional Summary

Mr. Pierson has over 22 years of experience in field surveying and office compilation of numerous large-scale projects. Specific drafting experience includes research and preparation of Subdivision Plats, ALTA/ACSM Land Title Surveys, Plat of Surveys, Topographic Surveys, Right-of-Way Plats, Route Surveys, As-Built surveys, and numerous other surveys, additional experience regarding engineering, site grading, drainage, and roadway design. UAV aerial surveying and mapping.

## Select Project Experience - Route Surveys

### ALDI, Inc. | Kankakee, IL | Route 45 Topography and Right-of-way Retracement for Future ALDI

Right-of-way boundary and topo for over 1 mile of Route 45 in Kankakee north of Route 57 interchange to be incorporated into a plan set for lane improvements.

TJ Lambrecht | Romeoville, IL | Route 53 Right-of-way Retracement and Topo Site ALTA and Topography, which included a retracement survey. Topography included grades and improvements of adjoining Route 53 with research and review of 119 pages of DOT plans and plats.

## Select Project Experience - Land Surveys

### Arcadis | Aurora, IL | Remediation Site 330 North Broadway - Route 25

Site topo, which included a retracement survey. Topography included grades and improvements of adjoining Route 25 with research and review of ancient field notes, plans, and plats.

### CenterPoint Properties | Plainfield, IL | 2301 N North Us Route 30

Retracement of dedication and consultation with the client's legal team regarding what extent Route 30 was actually dedicated in that area. Clarification was required due to ambiguous platting.

### CenterPoint Properties | Franklin Park, IL | 10801 Irving Park Road - Illinois Route 19

Retracement of dedication and consultation with client's legal team regarding previously undedicated portion of adjoining roadway.

## Select Project Experience - Land Surveys (continued)

### **CenterPoint Properties | Naperville IL | Factory Card Outlet Distribution Center**

Site ALTA and Topography, which included retracement of the dedication of abutting Reagan Tollway. The project required a subdivision for future development parcel and right-of-way dedication.

### **Tarantula Ventures | Elk Grove Village, IL | 2601 N Busse Road - Route 83**

Site ALTA and Topography, which included a retracement survey. Topography included grades and improvements of adjoining route 83, which is an extremely complex area for underground improvement location.

### **Western Illinois Ethanol Projects | Griggsville, IL | Proposed Ethanol Plant Site Illinois Route 107**

Site ALTA and Topography, which included a retracement survey. Topography included grades and improvements of adjoining route 107. Right-of-way retracement required a great deal of research to resolve conflicting platting and monumentation along Route 107.

### **Atkinson Landfill Company | Atkinson, IL | Landfill Boundary and Right of Way Study**

Site ALTA and which included a retracement survey of Interstate 80 throughout two townships. Right-of-way retracement required a great deal of research and field recovery to resolve conflicting monumentation.

### **CenterPoint Properties | Joliet, IL | Caterpillar Plant, US Route 6**

Site ALTA and which included a retracement survey of a portion of US Route 6. The project also included an examination of riparian boundaries along the Deplanes River.

### **Edgewood Country Club | Indian Head, IL | Edgewood Country Club**

Site ALTA which included the retracement survey of a portion of I-294 and multiple quarter sections. Numerous pages of IDOT plans to research and review.



## Zack Putnam

### Aerial Mapping Project Coordinator

#### EDUCATION

A.A., Lincoln College, Bloomington, IL, 2012

#### AREAS OF EXPERTISE

Topographic Drafting, Project Management, Aerial Data Evaluation Coordinate Systems, FAA Part 107 License, Trimble Field Equipment, Client Relations, Adobe Photoshop, Google Earth, Civil 3D, Trimble Access, Trimble Business Center, Pix4D Mapper, Pix4Dmatic, Pix4D Survey, Terrasolid, Spatix, DJI Terra, DJI Pilot, IrfanView

## Professional Summary

Mr. Putnam is a skilled and experienced aerial mapping professional with a proven track record of success. Putnam has demonstrated proficiency in planning, executing, and managing aerial mapping projects while maintaining a commitment to safety and has a proven ability to communicate and collaborate effectively.

## Select Professional Experience

### Aerial Mapping Project Coordinator - Weaver Consultants Group

(April 2023 - Present)

Planning and organizing aerial mapping projects and preparing proposals while coordinating project execution with clients.

### Geospatial Technician - Weaver Consultants Group

(March 2021 - April 2023)

Produced aerial mappings from field to finish while developing new workflows and maximizing equipment utilization. Performed drafting and field work for other survey projects, such as ALTA and boundaries.





## Victoria Putnam

### Geospatial Technician

#### EDUCATION

Diploma, Lyons Township High School, 2011

#### AREAS OF EXPERTISE

Autodesk Civil 3D

Trimble Business Center

Pix4D Mapper

IrfanView

Google Earth

Microsoft Excel, PowerPoint, Word

Adobe Acrobat, Photoshop

Trimble TSC 7

Trimble R10 Data Collector

#### AFFILIATIONS

Illinois Professional Land Surveyors Association

Wisconsin Society of Land Surveyors

## Professional Summary

Mrs. Putnam is a motivated Land Survey Technician with expertise in producing ALTA/NSPS Land Title Surveys, Plats of Subdivision, Plats of Easement, Boundary and Topographic Surveys. Victoria is an effective communicator, enthusiastic team member, and self-motivated problem solver.

## Select Professional Experience

### Geospatial Technician - Weaver Consultants Group

(2022 - Present)

- Produces ALTA/NSPS Land Title Surveys, Plats of Subdivision, Plats of Easement, Boundary and Topographic Surveys.
- Writes parcel Legal Descriptions.
- Processes data for photogrammetry orthomosaic aerial images and point clouds.
- Extracts site improvements and surfaces from point clouds.
- Collects field data.

### Administrative Assistant Front Desk Reception - Weaver Consultants Group

(2021 - 2022)

- Coordinated and produced high-quality reports from multiple disciplines for environmental monitoring agencies.
- Maintained and organized day-to-day operations of 50-person office and supported other offices throughout the company.
- Planned and executed events.
- Utilized Deltek Vision accounting software to manage invoicing and billing, track assets, file expenses, maintain current MSAs, W-9s, and COIs for vendors, and approve timesheets.



## Benjamin D. Seaver

### Survey Party Chief

#### EDUCATION

Associate degree in art, College of DuPage, 1993

#### AREAS OF EXPERTISE

Topographic Surveys

Plats of Survey

ALTA/ASCM Surveys

Construction Lay Out

Document Research

Trimble and Leica Robotic Total Stations

GPS/GNSS

Data Management

## Professional Summary

Mr. Seaver serves as the Survey Party Chief of Weaver Consultants Group. Ben began his survey career working with his Dad as a young man. Mr. Seaver is responsible for managing survey teams, gathering field survey data, using global system positioning methods, performing surveying calculations, maintaining survey equipment, and updating their knowledge of surveying equipment technology.

## Select Professional Experience

### Land Surveying Department Crew Chief - Manhard Consulting Ltd.

(December 2011 - June 2023)

- Responsible for scheduling and production
- Execute integrated civil engineering construction products for top 10 design firm in the Chicagoland area
- Member of department development team

### Land Surveying Department Crew Chief - William Wingstedt & Associates

(August 2003 - November 2008)

- Lead crew chief
- Responsible for production and execution of full spectrum of land surveying products
- Maintained department's tools and vehicles



## Luke G. McCarthy

### Survey Party Chief

#### EDUCATION

B.A. Candidate, History, Northeastern Illinois University, Chicago, IL, 2015

A.A., College of DuPage, Glen Ellyn, IL, 2013

#### AREAS OF EXPERTISE

Topographic Surveys

Plats of Survey

ALTA/ASCM Surveys

Construction Lay Out

Document Research

Trimble and Leica Robotic Total Stations

GPS/GNSS

Data Management

## Professional Summary

Mr. McCarthy is a skilled and experienced survey party chief professional with a proven track record of success. He has demonstrated proficiency in planning, executing, and managing aerial mapping projects while maintaining a commitment to safety and has a proven ability to communicate and collaborate effectively.

## Select Professional Experience

### Instrument Man/Crew Chief - Prairie Land Survey Company

(October 2018 - November 2021)

- Ran a survey field crew.
- Trained new hires to be capable of performing instrument person and rod person responsibilities.
- Grew a small business through maintaining strong client relationships by showing strong work ethic, open communication, and maintaining an open work availability.

### Instrument Man/Crew Chief - C.M. Lavoie & Associates

(May 2015 - September 2018)

- Supported and ran a survey field crew.
- Provided attentive assistance to party chief.
- Established control networks including leveling control.
- Created topographic surveys.
- Searched for and cataloged boundary evidence.
- Researched documents at recorders offices.
- Performed staking at construction developments including curbs, utilities, and buildings.
- Clearly relayed survey data and notes to supervising surveyor.



## Timothy Kopecky

### Survey Party Chief

#### EDUCATION

Monmouth College

#### AREAS OF EXPERTISE

Manager of numerous large land developments

Experience Crew Chief

Strong mathematical skills

Drafting/CAD experience

GPS and RTK Training

In field knowledge of equipment and job design

OSHA 40-Hour HAZWOPER certified

## Professional Summary

Mr. Kopecky has 22+ years of field surveying of numerous large-scale projects. Experience includes Construction Layout, Land Development, ALTA/ACSM Land Title Surveys, Plat of Surveys, Topographic Surveys, Right-of-Way Plats, Route Surveys, As-Built Surveys and numerous other surveys.

## Select Professional Experience

### Land Surveyor/Crew Chief - Weaver Consultants Group, LLC

(2014 - Present)

- ALTA/ACSM Land Title Surveys
- Plat of Surveys
- Topographic Surveys
- Construction Layouts for Cambridge Homes, Ryan Homes, and several other residential and commercial developments.

### Land Surveyor/Crew Chief - Midwest Technical Consultants

(2013 - 2014)

- Elgin Mental Health Facility ALTA
- Construction Layout Cambridge Homes, Ryan Homes, Orleans Homes, K Hovanian Homes
- Boundary, Topo, Construction Layout Churchill Club, Oswego, IL

### Land Surveyor/Rodman/Instrument Man/Crew Chief - Henderson and Bodwell L.L.P.

(2001 - 2007)

- Boundary, Topo, Construction layout for Schaumburg Park District Olympic Park
- 100 Year Flood Study, Wasco, IL
- Rt 30/34 Road Expansion, Montgomery, IL
- Lot Rehabilitation and Construction Layout



## Justin Schuman

### Survey Party Chief

#### EDUCATION

Parkland College  
Land Surveying Classes

#### AREAS OF EXPERTISE

Ability to use and continue to learn specialist surveying technology.  
Mathematical calculations.  
Understand and interpret data.  
Ability to visualize and conceptualize information in different formats.

## Professional Summary

Mr. Schuman is a skilled and experienced survey party chief professional with a proven track record of success. He has demonstrated proficiency in planning and executing projects while maintaining a commitment to safety and has a proven ability to communicate and collaborate effectively.

## Select Professional Experience

### Survey Party Chief - Weaver Consultants Group

(September 2020 - Present)

- Setting up and operating equipment
- Responsible for scheduling and production
- Using instrument readings to deliver data, making calculations, laying out markings, and creating computer images of multiple locations.
- Trained new hires to be capable of performing instrument person and rod person responsibilities.
- Provided attentive assistance to party chief.
- Clearly relayed survey data and notes to supervising surveyor.



## Walter Knych

### Survey Party Chief

#### AREAS OF EXPERTISE

Topographic Surveys

Plats of Survey

ALTA/ASCM Surveys

Construction Lay Out

Document Research

Trimble and Leica Robotic Total Stations

GPS/GNSS

Data Management

## Professional Summary

Mr. Knych is a skilled and experienced survey party chief professional with a proven track record of success. He has demonstrated proficiency in planning, executing, and managing aerial mapping projects while maintaining a commitment to safety and has a proven ability to communicate and collaborate effectively.

## Select Professional Experience

### Survey Party Chief - Weaver Consultants Group

(May 2021 - Present)

### Crew Chief - Claassen White & Associates

(March 2015 - December 2020)

- Ran a survey field crew.
- Trained new hires to be capable of performing instrument person and rod person responsibilities.
- Topography, drainage and control.

### Crew Chief - Kundra & Associates

(October 1999 - February 2009)

- Supported and managed field crew on projects such as highway, airport, port authority and public emergencies.
- Provided attentive assistance to party chief.
- Established control networks including leveling control.
- Created topographic surveys.
- Searched for and cataloged boundary evidence.
- Researched documents at recorders offices.
- Performed staking at construction developments including curbs, utilities, and buildings.
- Clearly relayed survey data and notes to supervising surveyor.

**ATTACHMENT A**  
**LEGAL ACTIONS**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Weaver Consultants Group North Central, 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 type="checkbox"/>	<input checked="" 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 Jeffrey P. Young, as President  
Name Title

and on behalf of Respondent's Manager, Weaver Holdings, LLC\*  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
<b>Name of Firm:</b>	Weaver Holdings LLC		
<b>Address:</b>	35 E. Wacker Drive, Suite 1250		
<b>City/State/Zip:</b>	Chicago, IL 60601		
<b>Telephone:</b>	312-922-1030	<b>Facsimile:</b>	312-924-0644
<b>FEIN:</b>	34-2026074	<b>SSN:</b>	
<b>Email:</b>	registration@wcgrp.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 _____		*Attachment B for Weaver Holdings, LLC was requested as Weaver Holdings, LLC is the 100% of member of Weaver Consultants Group North Central, LLC, Bidder.	

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input 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>		IN	
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>City/State/ZIP:</b>	Chicago, IL 60601		
<b>Telephone:</b>	312-922-1030		
<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>	
Douglas G. Dorgan, Jr		President	
Jeffrey P. Young		President	
Daniel Dollear		Secretary	
<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>	
Douglas G. Dorgan, Jr.		10.37	%
Jeffrey P. Young		11.43	%
			%
<b>LLC's only, indicate Management Type and Name:</b>			
<input type="checkbox"/> Member-managed	<input checked="" type="checkbox"/> Manager-managed	<b>Name:</b>	Class B Voting Members
<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 checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>			

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

---

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

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

### D. OTHER TAXES/FEEES

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

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

### E. PUNISHMENT

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

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

# ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

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

## H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

## I. VERIFICATION

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

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

  
Signature of Authorized Officer

**Jeffrey P. Young**  
Name of Authorized Officer (Print or Type)

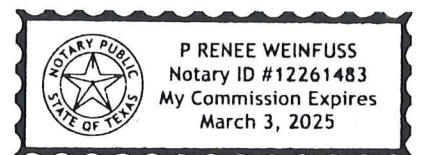
**President**  
Title

**312-922-1030**  
Telephone Number

State of Texas  
County of Tarrant

Signed and sworn to before me on this 10<sup>th</sup> day of July, 2023 by  
Jeffrey Young (Name) as President (Title) of  
\_\_\_\_\_  
(Bidder/Proposer/Respondent or Contractor)

P. Renee Weinfuss  
Notary Public Signature and Seal





**ATTACHMENT C**  
**DISCLOSURE OF RETAINED PARTIES**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

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**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

7-13-2023  
\_\_\_\_\_  
Date

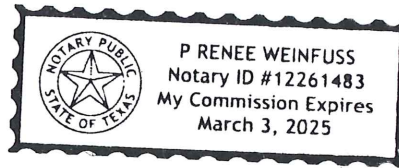
Jeffrey P. Young  
\_\_\_\_\_  
Name (Type or Print)

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

Subscribed and sworn to before me

this 13<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;
    - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an



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 - Environmental Engineering and Survey Services

STATE OF ILLINOIS    }  
                                   } SS  
 COUNTY OF COOK       }

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

Colin Pannier, Project Manager

Title and duly authorized representative of

Weaver Consultants Group North Central, LLC

Name of Professional Service Provider whose address is

35 East Wacker Drive, Suite 1250, Chicago, IL 60601

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
TBD		\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$ TBD	\$ TBD
<b>Percent of Total Base Bid</b>		<input type="text" value="TBD"/> %	<input type="text" value="TBD"/> %

The Prime may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**SCHEDULE D**  
**Affidavit of Professional Service Provider Regarding MBE/WBE Participation (2 of 2)**

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

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

BY:

Weaver Consultants Group North Central, LLC

Name of Contractor (Print)

4/29/2024

Date

312-922-1030

Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Colin Pannier

Name (Print)

\_\_\_\_\_  
Signature

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

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