



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

**PROFESSIONAL SERVICES AGREEMENT**

**TRAFFIC STUDY SERVICES (PS3084D)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**RUBINOS & MESIA ENGINEERS, INC.**

**FOR**

**TRAFFIC STUDY SERVICES (PS3084D)**

**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>	Mohsen Farahany SE, PE
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<b>ADDRESS:</b>	200 South Michigan Avenue, Suite 1500 Chicago, Illinois 60604

**Mayor Brandon Johnson**  
Chairman

Ray Giderof  
Acting Executive Director

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**EXECUTION PAGE**  
**TRAFFIC STUDY SERVICES – PS3084D**

**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 **Rubinos & Mesia Engineers, Inc.** with offices at 200 South Michigan Avenue, Suite 1500, Chicago, Illinois 60604 (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  
TRAFFIC STUDY SERVICES- PS3084D**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

Date: 1/29/2024

**ATTEST:**

  
\_\_\_\_\_  
Mary Pat Wilry  
Secretary

Date: 1/29/2024

**CONSULTANT: Rubinos & Mesia Engineers, Inc.**

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

Date: 1/11/2024

**AFFIX CORPORATE  
SEAL, IF ANY, HERE**

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Nihar Shah and Mohsen Farahany  
on behalf of Consultant this 11th day of January, 2024.

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

My Commission expires: 7/02/2025

(SEAL OF NOTARY)



**Approved as to form and legality:**

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

Date: 1/25/2024

**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 \$250,000.00. 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 Traffic Study consulting firms or teams (the "Respondents") in order to generate pool of qualified Consultants to perform the following Traffic Study work for the PBC – Traffic Study Services.

### **4.2 General Scope of Services, Permits, Subcontracts and Health & Safety – Traffic Study Services**

The Traffic Study 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. Consultants will provide all Services required to complete the traffic study of the assigned project or projects during the planning or design phases. The Traffic Study Consultant is to complete a study on the traffic-related impacts of locating the proposed facility at the project site. The PBC would like to understand any traffic-related issues; both existing and that might be created by the development, in order to assess any traffic-related impacts that the development may have on the community.

Below are the individual tasks to be completed for this study:

#### **4.2.1. Data Collection:**

- 4.2.1.1. *Kick-Off Meeting:* The Consultant shall attend a kick-off meeting with the PBC prior to commencing with the work. The kick-off meeting will address the scope of work, special requirements, schedule, site access, and any other particular items that are required for the successful completion of a traffic study.
- 4.2.1.2. *Field Reconnaissance & Inventory:* The Consultant shall perform a field reconnaissance and inventory of existing traffic, parking, bicycle, pedestrian, and any other existing modes of transportation. The inventory shall include, but not limited to, the following:
  - a. Street widths, parking restrictions, parking capacity, curbside activity, traffic control, general circulation patterns, bus stop locations, pick-up/drop-off accommodations, pedestrian and bicycle paths, travel routes, pavement markings, and signs.
  - b. Other conditions relevant to the study.
- 4.2.1.3. *Collect & Review Existing Operations and Traffic Data:* The Consultant shall collect and review all relevant information pertaining to existing transportation system operations and existing and projected populations and land use within the vicinity of the site.
- 4.2.1.4. *Existing Conditions Summary Exhibit:* The Consultant shall prepare an existing conditions diagram summarizing the identified field conditions.

#### **4.2.2. Field Investigation:**

- 4.2.2.1. *Traffic Count:* The Consultant shall specify traffic count procedures (manual or automated). The traffic counts (vehicular and pedestrian) shall be conducted per the time periods specified by the PBC.
- 4.2.2.2. *Traffic Observation:* The Consultant shall perform traffic observations for the purposes of estimating the travel modes of users, advising on pick-up/drop-off activities, evaluating on-street and off-street parking demands, and assisting in the projections.
- 4.2.2.3. *Traffic Summary Exhibit:* The Consultant shall prepare a diagram summarizing vehicular, bicycle, pedestrian and any other existing modes of transportation volumes for the peak traffic during the study periods.

#### **4.2.3. Trip Generation and Traffic Assignment**

- 4.2.3.1. *Trip Generation:* The Consultant shall utilize traffic counts and field observations and other related data to generate trip estimates during study periods of user activity. The Consultant shall validate the trip generations through industry recognized standards.
- 4.2.3.2. *Trip Distribution:* The Consultant shall distribute the generated traffic (vehicular, pedestrian and any other existing modes of transportation) onto the existing, or proposed, streets and sidewalk networks based upon anticipated direction of travel.
- 4.2.3.3. *Trip Assignment:* The Consultant shall assign the generated traffic projections to the adjoining street system based upon the trip distributions and any other relevant information.

#### **4.2.4. Analysis and Recommendation**

- 4.2.4.1. *Intersection Capacity Analysis:* The Consultant shall conduct capacity analysis at all relevant intersections for each study period. The Consultant shall describe the methods used to develop the capacity analysis.

4.2.4.2. *Analysis and Recommendations:* The Consultant shall analyze the information developed by the study and submit a professional analysis and recommendation(s) for the necessary areas of consideration, including impacts and improvements, to the following (but not limited to):

- a. Existing street system(s)
- b. Building access and circulation
- c. Transit
- d. Parking
- e. Pedestrian/Bicycle systems and safety
- f. Pick-up/drop-off operations related to school buses, transit, private autos, agency vehicles, loading and delivery docks, etc.
- g. Conflict points between autos, pedestrians, and school/CTA bus activity
- h. Safety conditions
- i. Traffic control
- j. Roadway
- k. Meters
- l. Reducing the amount of traffic and onsite parking

4.2.4.3. *Background Traffic:* Growth in existing traffic volumes. Vehicular traffic volumes can generally be assumed to increase by 0.5% per year. Pedestrian and bicycle volumes may be assumed to increase at 2% per year or per prevalent industry standards.

#### **4.2.5. Documentation**

*Findings and Recommendations Meeting:* The Consultant shall be available for three (3) meeting to discuss the analysis and investigation results to the PBC Project Manager and team members and make themselves available for meetings with governing authorities, community meetings, and as needed.

4.2.5.1 *Traffic Study:* The Consultant shall provide a draft electronic report with the following (but not limited to):

- a. Exhibits depicting existing conditions aerial
- b. Existing traffic
- c. Bicycle and pedestrian volumes
- d. Site generated traffic and pedestrian volumes
- e. Total traffic and pedestrian volumes
- f. Aerial exhibit identifying locations of recommended improvements
- g. On-site parking (Size of garage or surface lot, internal circulation and queuing space, valet, reserved parking, handicapped parking, bicycle parking, etc.)
- h. Access/driveways (location and proximity to intersections, size/design per CDOT details, turn restrictions audio/visual warning devices at garage exits, pedestrian access, stacking for drive-thru lanes, truck accommodations)

Further, the Consultant shall provide the text in WORD format for the first draft review within three (3) weeks following the authorization to begin work. After incorporating all comments, the Consultant shall submit five (5) hard copies, if explicitly requested, of the Final Traffic Study (including all summary diagrams and analysis) and one electronic PDF file via electronic email transmission to the PBC Project Manager within two (2) weeks after receiving comments.

#### **4.2.6. Additional Studies (if needed)**

4.2.6.1. *Traffic Conditions during Construction:* The Consultant shall analyze the impacts on traffic patterns during construction of this project and make recommendations to mitigate any significant impacts.

4.2.6.2 *Parking Facility Analysis:* The Consultant shall analyze and make recommendation for impacts due to a parking garage associated with the project.

4.2.6.3 Perform counts on Specific modes of transportation (car, bike, bus, and walk).

4.2.6.4 Compile and assemble all information needed to draft a traffic management plan.

The Commission reserves the right to amend, alter, change, add, and/or delete the Services as it deems necessary.

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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)  
04/04/2024

**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> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>FAX (A/C. No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Rubinos & Mesia Engineers Inc. 200 S Michigan Ave, Ste 1500 Chicago, IL 606042402	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>INSURER A:</b> Travelers Indemnity Company of CT</td> <td style="text-align: right;"><b>NAIC #</b> 25682</td> </tr> <tr> <td><b>INSURER B:</b> Travelers Indemnity Company</td> <td style="text-align: right;">25658</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property Casualty Company of Ame</td> <td style="text-align: right;">25674</td> </tr> <tr> <td><b>INSURER D:</b> Berkshire Hathaway Specialty Insurance Com</td> <td style="text-align: right;">22276</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Travelers Indemnity Company of CT	<b>NAIC #</b> 25682	<b>INSURER B:</b> Travelers Indemnity Company	25658	<b>INSURER C:</b> Travelers Property Casualty Company of Ame	25674	<b>INSURER D:</b> Berkshire Hathaway Specialty Insurance Com	22276	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES**

**CERTIFICATE NUMBER:** W33186762

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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C	<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	Y/N <input checked="" type="checkbox"/> No	N/A	UB9J838123	04/03/2024	04/03/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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A	<b>Valuable Papers</b>			6800J754771	04/03/2024	04/03/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Limit</td><td style="text-align: right;">\$1,010,000</td></tr> </table>	Limit	\$1,010,000												
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Traffic Study Services (PS3084D).

Umbrella Liability follows form over the General Liability, Automobile Liability and Employers Liability Coverage.  
SEE ATTACHED

**CERTIFICATE HOLDER**

**CANCELLATION**

**APPROVED**  
**JLB**  
4/5/2024

Public Building Commission of Chicago  
50 W. Washington, Room 200  
Chicago, IL 60602

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

COI\_RubinosMesia\_TrafficStudySvcs\_JLB\_PS3084D\_20250403

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Rubinos & Mesia Engineers Inc. 200 S Michigan Ave, Ste 1500 Chicago, IL 606042402	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

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

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 Insureds as respects to General Liability, Auto Liability as required by written contract and Umbrella/Excess Liability.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of 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 with respects to General Liability.

Professional Liability includes Pollution Coverage

INSURER AFFORDING COVERAGE: Berkshire Hathaway Specialty Insurance Company NAIC#: 22276  
 POLICY NUMBER: 47-EPP-320654-03      EFF DATE: 04/03/2024      EXP DATE: 04/03/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Claim	\$2,000,000
	Aggregate	\$2,000,000

COI RubinosMesia TrafficStudySvcs JLB PS3084D 20250403

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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## Mohsen M. Farahany, SE, PE

Principal



### Education

**MS in Civil Engineering**, University of Texas at Austin, 1983

**BS in Civil Engineering**, Portland State University, 1981

### Employment History

**Rubinos & Mesia Engineers, Inc.**, (RME), Senior Vice President, August 1990 - Present

**Sargent & Lundy Engineers, Inc.**, 1983 to 1990

### Experience

**Mr. Farahany** has more than 39 years of experience in civil and structural engineering projects. At Rubinos & Mesia Engineers, Inc. (RME) as Principle in Charge and Senior Project Manager of transportation projects, he manages and oversees all design activities for Bridges, Highways, Railroads, and Airport projects, throughout all phases of design from inception to completion.

### Related Projects

**NORWOOD PARK SATELLITE SENIOR CENTER** – Senior Project Manager. Provided structural and civil engineering services for this new 7,200 sf building addition to an existing Park Field House. The facilities offer prepared meals, exercise and wellness classes, computer training, and library / conference spaces, mechanical spaces, restrooms and reception area.

**WARREN PARK SATELLITE SENIOR CENTER** – Senior Project Manager. Provided structural engineering services for this new 6,700 sf building addition to an existing Park Field House. The facilities offer prepared meals, exercise and wellness classes, computer training, and library / conference spaces, mechanical spaces, restrooms and reception area.

**DR. GEORGE PRIETO MATH & SCIENCE ACADEMY (BELMONT CRAGIN ELEMENTARY SCHOOL):** Chicago, IL. As Principal / Sr. Project Manager provided structural engineering services for this 105,000 sq. ft., 3-story structure, which includes gymnasium and cafeteria spaces, in addition to classrooms. Structure is braced steel framed with composite steel and concrete floors and masonry exterior walls.

**IRENE C. HENANDEZ MIDDLE SCHOOL (SOUTHWEST AREA MIDDLE SCHOOL):** Chicago, IL. As Principal / Sr. Project Manager provided structural engineering services for this three-story, 131,000 sq. ft. building, which includes gymnasium with 60-foot span supporting green roof. Structure is steel framed utilizing composite beams and masonry exterior walls.

**TARKINGTON ELEMENTARY SCHOOL.** Project Manager. Provided the structural and civil engineering services for the project. This new school

houses approximately 1000 students. It has all the components of a state-of-the-art school. The school building is approximately 136,000 sq ft. Cafeteria and gymnasium are part of the school. The building framing consists of the columns composite beams and metal deck with concrete. Cavity masonry walls enclose the building. The steel bracing resists lateral load.

**IDOT IL ROUTE 83 AT IL ROUTE 171 (ARCHER AVE) INTERSECTION IMPROVEMENTS.** Principal / Sr. Project Manager. RME is providing Civil and Structural Engineering Services. The purpose of the project is to enhance safety and improve traffic operations of the intersection. This is a four lag intersection. As a part of improvement, dual left turn lanes and right turn lanes for westbound and southbound are to be added. The project improvement includes the geometric improvements, updating and adding roadside safety, updating and adding drainage features, traffic signal modernization/installation, roadway lighting, and accommodations of a Cook County Forest Preserve multi-use path. Also, traffic management is to be included during the construction phase.

**IL ROUTE 23 BRIDGE OVER JANE ADDAMS MEMORIAL TOLLWAY (I-90) ROADWAY RECONSTRUCTION M.P. 36.1.** Principal / Sr. Project Manager. The work under this contract includes the complete removal and replacement of the IL Route 23 Bridge over the Jane Addams Tollway (I-90) and roadway reconstruction of IL Route 23 and I-90. The proposed bridge deck includes an 18' wide median, two through 14' wide lanes, and 10' wide shoulder width on both sides. Total deck width is 69'-4" out to out. This is a two span bridge over I-90 with the span length of 138'-3". This bridge also accommodates an auxiliary lane for both directions for a future interchange.

Mohsen M. Farahany, SE, PE  
Page 2 of 2

**R M E**

**US ROUTE 20 BRIDGE OVER JANE ADDAMS MEMORIAL TOLLWAY (I-90) RECONSTRUCTION MILE POST 19.8.** Principal / Sr. Project Manager. RME is providing engineering services for the complete removal and replacement of the Westbound (739) and Eastbound (739A) US Route 20 Bridges over the Jane Addams Tollway (I-90) and the roadway reconstruction for US Route 20, North and South Ipsen Road, relocated Wheeler Road and shoulder work on I-90 Tollway.

**POWERS ROAD BRIDGE CROSSING OVER I-90 JANE ADDAMS TOLLWAY.** Principal / Sr. Project Manager. RME is providing Structural and Civil Engineering Services for the complete replacement of this bridge. RME worked very closely with Tollway PM to resolve all coordination, and procurement issues such that the design of this reconstruction could be completed in less than 4 months, and construction also to be completed in the following 8 months.

**JANE ADDAMS MEMORIAL TOLLWAY I-90 RECONSTRUCTION AND ADDITIONAL LANE M.P. 46.4 (IL RTE 47) TO M.P. 50.1 (UPRR)** Principal / Sr. Project Manager. The project consists of a design contract of 4 miles of highway I-90 from Illinois Route 47 to the UPRR Bridge and corridor management contract for 39 miles of I-90 Jane Addams Memorial Tollway from Mill Road to Elgin Plaza. In design contract, additional lane in each direction and reconstruction of pavement, median barrier wall, roadway lighting, maintenance of traffic, landscaping, and reconstruction of two cross road bridges (Powers Road and IL. Rte 72), in corridor management contract, coordination of all design activity including, maintenance of traffic, structure review, and utility coordination. This project is in design stage and construction will start in March of 2013 and completed in November 2014.

**RAMP REPAIR AT JANE ADDAMS MEMORIAL TOLLWAY (I-90) WEST OF US ROUTE 20 TO EAST OF RANDALL ROAD M.P. 19.75 TO M.P. 52.50.** Principal / Sr. Project Manager. RME is providing engineering services for the roadway and bridge repair for the following locations:

1. US Route 20 Bridge Repair
2. Belvidere Oasis Ramp Bridge Repair
3. Belvidere Oasis Erosion Control Improvement
4. Toll Plaza 7 Pavement and Landscaping Restoration
5. US Route 20 Ramps Roadway Repair
6. Randall Road Ramp Roadway Repair

**IDOT – HSR LAWDALE ROADWAY DESIGN.** Principal / Sr. Project Manager. The project consists

of improving the existing railroad tracks and reviewing the at-grade crossing to meet the HSR requirements. In the Lawndale community. A Hydraulic analysis of the tributary to establish the base flood elevation was required to design a new profile for Main Street, which will provide for safe travel. The cross section provides a 24' HMA surface and 3' aggregate shoulders. The thickness of HMA was designed to be a minimum of 2.5" of binder and 1.5" of surface. Roadside ditch drainage was designed to accommodate the additional impervious surface and roadway profile. RME is providing roadway geometry within limited Right of Way, drainage analysis, utilities, hydraulic analysis of the stream and culverts, and structural design of the culvert.

**BRIDGE REHABILITATION PROGRAM – TRI-STATE TOLLWAY / I-294.** Principal / Sr. Project Manager. As the Prime Consultant, is part of the overall Bridge Rehabilitation Program this contract requires the preparation of contract plans for the rehabilitation of 6 bridge structures, located on TriState Tollway (I-294) over the distance of about 2 miles. RME performed complete inspection and prepared the Bridge Condition Report (BCR) and Rehabilitation Drawings for the following bridge structures:

- Bridge No. 105 - Chicago Avenue over I-294.
- Bridge No. 107 - C & El Railroad over I-294.
- Bridge No. 109 – Thornton - Blue Island Road over I-294
- Bridge No. 113 - UP & CSX Railroad over I-294
- Bridge No. 125 - US 6 (159th Street) over I-294
- Bridge No. 405 - Everett Road over I-294

RME also provided plans, special provisions and estimates for all related work at the mainline tollway level for lane shifts, pavement markings, signage, barrier warrant analysis, elevation of safe sights & merging distances, related to lane shifts.

**I-55 AT LAKE SHORE DRIVE INTERCHANGE.** Chicago, Illinois. Principal / Sr. Project Manager. RME as a sub-consultant to AECOM prepared contract plans for the rehabilitation of 2 curved steel girder bridge structures. Structure No. 016-1055: Prepared design and detailed drawings for a complete replacement of deck and parapet. The vaulted structure at the west end to be replaced with retained earth structure. Structure No. 016-1052: Prepared design and detail drawings for a complete new bridge structure to replace the existing structure. The span lengths, pier locations and pier orientations would change at several locations and also at the east end.

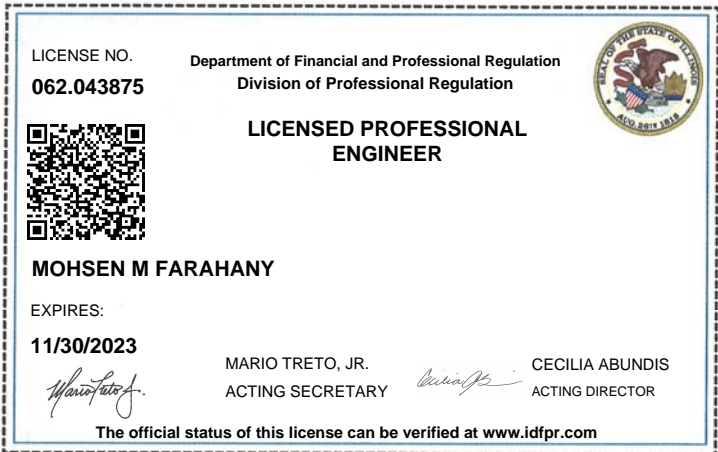
**REGISTRATIONS:**

Registered Structural Engineer – Illinois, 1993, Reg. No. 081-005131  
Registered Professional Engineer – Illinois, 1987, Reg. No. 062-043875



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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 942222



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## Faiq Aqueel, PE, PTOE

Project Manager



### Education

**M.S. in Civil Engineering**, Major: Civil /Transportation, Illinois Institute of Technology, Chicago, IL, 1994  
**B.S. in Civil Engineering**, N.E.D. University of Engineering and Technology, Karachi, 1981

### Employment History

**Rubinos & Mesia Engineers, Inc.**, Project Engineer, Chicago, IL 11/2011 – Present  
**TranSystems**, Highway Project Engineer, Schaumburg, IL 2000 – 2011  
**Delta Engineering Inc.**, Sr. Civil / Transportation Engineer, Chicago, IL 1988 – 2000  
**F.A. Associates**, Engineer, Karachi, 1987 – 1988  
**Maymar Housing Services Ltd.**, Site Engineer, Karachi, 1982 – 1987  
**International Constructors Ltd.**, Assistant Engineer, Karachi, 1981 – 1982

### Experience

**Mr. Aqueel** has more than 41 years of extensive civil and transportation engineering experience and is a subject matter expert in transportation studies and design. He has completed a number of IDOT, Illinois Tollway, CDOT, Will County, and METRA projects on time and within budget. He has designed several traffic signals for IDOT and CDOT projects in last 20 years.

### Related Projects

**METRA/CDOT TRAFFIC SIGNAL MODERNIZATION AT PETERSON AVE AND RIDGE AVE FOR PROPOSED PARKING LOT.** Project Engineer. The work includes the design of traffic signal installation & cable plan, temporary traffic signal, and maintenance of traffic plans.

**IDOT IL ROUTE 83 AT IL ROUTE 171 (ARCHER AVE) INTERSECTION IMPROVEMENTS.** Project Engineer. RME is providing Civil and Structural Engineering Services. The purpose of the project is to enhance safety and improve traffic operations of the intersection. This is a four lag intersection. As a part of improvement, dual left turn lanes and right turn lanes for westbound and southbound are to be added. The project improvement includes the geometric improvements, updating and adding roadside safety, updating and adding drainage features, traffic signal modernization/installation, roadway lighting, and accommodations of a Cook County Forest Preserve multi-use path. Also, traffic management is to be included during the construction phase.

**US ROUTE 20 BRIDGES OVER JANE ADDAMS MEMORIAL TOLLWAY (I-90) RECONSTRUCTION MILE POST 19.8.** Project Engineer. RME is providing engineering services for the complete removal and replacement of the Westbound (739) and Eastbound (739A) US Route 20 Bridges over the Jane Addams Tollway (I-90) and the roadway reconstruction for US Route 20, North and South Ipsen Road, relocated Wheeler Road and shoulder work on I-90 Tollway.

**IL ROUTE 23 BRIDGE OVER JANE ADDAMS MEMORIAL TOLLWAY (I-90) ROADWAY**

**RECONSTRUCTION M.P. 36.1.** Project Engineer. The work under this contract includes the complete removal and replacement of the IL Route 23 Bridge over the Jane Addams Tollway (I-90) and roadway reconstruction of IL Route 23 and I-90. The proposed bridge deck includes an 18' wide median, two through 14' wide lanes, and 10' wide shoulder width on both sides. Total deck width is 69'-4" out to out. This is a two span bridge over I-90 with the span length of 138'-3". This bridge also accommodates an auxiliary lane for both directions for a future interchange.

**BRIDGE REHABILITATION, REPAIR, AND DEMOLITION OF O'HARE OASIS ALONG TRI-STATE TOLLWAY (I-294) AT M.P. 26.5, M.P. 36.3 & M.P. 37.8** Project Engineer. The work includes the repair of 47<sup>th</sup> Street Bridge (BN 255) over I-294 and Flagg Creek (BN 257), 47<sup>th</sup> Street Bridge Soil Nail Wall design, Wolf Road Bridge (BN 289) repair over I-294, and demolition of O'Hare Oasis building and bridge (BN 394-O) in Cook County.

**PAVEMENT AND BRIDGE PRESERVATION ON TRI-STATE TOLLWAY (I-94) M.P. 1.0 TO M.P. 22.0** Project Engineer. The work includes under this contract is Mainline and ramps pavement preservation, structural rehabilitation of mainline and crossroad bridges, LED retrofit, overhead toll plaza signs lighting and ITS upgrade.

**BRADLEY ROAD BRIDGE OVER TRI-STATE TOLLWAY (I-94) RECONSTRUCTION M.P. 17.3** Project Engineer. The work under this contract includes the removal and replacement of the Bradley Road Bridge over Tri-State Tollway (I-94) and roadway reconstruction. The proposed bridge deck

Faiq Aqueel, PE, PTOE  
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includes two through 12' wide lanes and 8' wide shoulders. This is a two span bridge over I-94 with the span length of 168'-9 1/2" each.

## R M E

**JANE ADDAMS MEMORIAL TOLLWAY (I-90) CROSSROAD BRIDGE IDENTIFICATION SIGNAGE. MILL ROAD TO RANDALL ROAD M.P. 17.5 TO M.P. 52.5.** Project Engineer. RME is the Prime Designer for the Architectural Bridge Crossroad Identification Signage project consisting of 25 crossroad bridge parapet located identification signs for the Jane Addams Tollway (I-90) from Mill Road to Randall Road. The design project is to prepare contract drawings and specifications for the "Architectural Signage" on the parapets of both sides of the 25 bridges in the form of 9 to 12 inch high letters.

**JANE ADDAMS MEMORIAL TOLLWAY I-90 RECONSTRUCTION AND ADDITIONAL LANE M.P. 46.4 (IL RTE 47) TO M.P. 50.1 (UPRR)** Project Engineer. The project consisted of a design contract of 4 miles of highway I-90 from Illinois Route 47 to the UPRR Bridge and corridor management contract for 39 miles of I-90 Jane Addams Memorial Tollway from Mill Road to the Elgin Plaza. The design contract consisted of an additional lane in each direction, reconstruction of pavement, median barrier wall, roadway lighting, and maintenance of traffic, landscaping, and reconstruction of two cross road bridges (Powers Road and IL. Route 72). The corridor management contract consisted of the coordination of all design activity including,

maintenance of traffic, structure review, and utility coordination. This project is in construction stage.

**POWERS ROAD BRIDGE CROSSING OVER I-90 JANE ADDAMS TOLLWAY.** Project Engineer. RME provided Structural and Civil Engineering Services for this project. Powers Road is a 2 lane asphalt Roadway maintained by Rutland Township. The bridge over the Tollway is maintained by the Tollway. The roadway is currently posted at 40 MPH (according to the BCR) and with a weight restriction of 5 tons. And current traffic on Powers Road is 600 ADT. The improvement included the removal and replacement of the existing Tollway bridge plus reconstruction of the approach roadways.

### TranSystems

Oversaw preparation of Phase II design documents and Phase I studies for civil engineering projects including traffic signal design, intersection design study (IDS), highway capacity analysis using HCS+ and Synchro, traffic impact study (TIS), safety analysis (barrier analysis, case evaluation according to Highway Safety Manual), maintenance of traffic plans according to the Manual of Uniform Traffic Control Devices (MUTCD), roadway lighting (including photometric calculation by using AGI-32 software and preparation of electric circuit plans), geometric design by using GEOPAK Road and Microstation, storm sewer design, erosion control design, and environmental permitting.

**REGISTRATIONS:** Registered Professional Engineer – Illinois, 1997, Reg. No. 062-051157  
Registered Professional Engineer – Wisconsin, 1996, Reg. No. 31678-6

**PROFESSIONAL AFFILIATIONS:** Professional Traffic Operation Engineer, Reg. No. 1120  
Institute of Transportation Engineers (Member)

### **STRONG COMPUTER SKILLS ON DESIGN SOFTWARE:**

- Geometric design of local roads, highways, and parking lots.
- Intersection design study(IDS)
- Traffic impact study (TIS)
- Traffic signal design
- Maintenance of traffic planning
- Roadway lighting design
- Roadway safety analysis
- Design of storm water systems
- GEOPAK Road
- HCS+
- Synchro
- Signal2000
- Auto Turn
- Corsim
- Microstation V8i

### **KNOWLEDGE OF TRAFFIC SIGNAL HARDWARE, TRAFFIC CONTROL EQUIPMENT, VEHICLE DETECTORS, TRAFFIC SIGNAL CONTROL STRATEGY, AND COMMUNICATION EQUIPMENT:**

- Traffic Controller ASC/3 of ECONOLITE
- EAGLE NEMA Controller
- Video detection systems of ITERIS
- Traffic signal Equipment of PELCO
- Vehicle Loop Detectors of Various Types.





## Lookup Detail View

### Contact

#### Contact Information

Name	City/State/Zip	DBA / AKA
FAIQ AQUEEL	SCHAUMBURG, IL 60194	

### License

#### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062051157	LICENSED PROFESSIONAL ENGINEER	ACTIVE	01/08/1997	11/21/2021	11/30/2023	N

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## Patrick E. Haavig, PE

Project Civil Engineer

### Education

**B.S. in Civil Engineering**, Marquette University, Milwaukee, WI 1991



### Employment History

**Rubinos & Mesia Engineers, Inc. (RME)**, Civil Engineer, 2/2012 - Present

**Heuer & Associates**, Project Engineer / Sr. Project Engineer, 1997 – 2010

**TY Lin International / Bascor**, Project Engineer, 1991 – 1996

**McDonough Associates**, Engineer Intern, 1990 – 1991

### Experience

**Mr. Haavig** has over 31 years of experience in the field of Civil Engineering. Mr. Haavig's primary focus is in grading and drainage related activities. He has acquired well rounded experience in multiple areas of municipal civil engineering and permitting with Cook, DuPage, Will and Lake Counties as well as the Metropolitan Water Reclamation District of Greater Chicago.

### Related Projects

**METRA NEW EDGEWATER STATION AT PETERSON & RIDGE – Chicago, Illinois.** Sr. Civil Engineer. RME was responsible for providing complete Civil Engineering services for the addition of a new station on the METRA – Union Pacific North Commuter Rail Line. The project scope included the civil site design and layout. The site facilities required the design of new station platforms, accessible walks, ramps and stairwells to the platform, on-site parking lot with drop-off area, and an off-site parking lot to accommodate overflow parking. One of the most challenging civil design aspects included the ADA accessible routes from street level, up 16' to the rail platform level.

**IDOT IL ROUTE 83 AT IL ROUTE 171 (ARCHER AVE) INTERSECTION IMPROVEMENTS.** Sr. Civil Engineer. RME is providing Civil and Structural Engineering Services. The purpose of the project is to enhance safety and improve traffic operations of the intersection. This is a four lag intersection. As a part of improvement, dual left turn lanes and right turn lanes for westbound and southbound are to be added. The project improvement includes the geometric improvements, updating and adding roadside safety, updating and adding drainage features, traffic signal modernization/installation, roadway lighting, and accommodations of a Cook County Forest Preserve multi-use path. Also, traffic management is to be included during the construction phase.

**IL ROUTE 23 BRIDGE OVER JANE ADDAMS MEMORIAL TOLLWAY (I-90) ROADWAY RECONSTRUCTION M.P. 36.1.** Sr. Civil Engineer. The work under this contract includes the complete removal and replacement of the IL Route 23 Bridge over the Jane Addams Tollway (I-90) and roadway reconstruction of IL Route 23 and I-90. The proposed bridge deck includes an 18' wide median,

two through 14' wide lanes, and 10' wide shoulder width on both sides. Total deck width is 69'-4" out to out. This is a two span bridge over I-90 with the span length of 138'-3". This bridge also accommodates an auxiliary lane for both directions for a future interchange.

**US ROUTE 20 BRIDGE OVER JANE ADDAMS MEMORIAL TOLLWAY (I-90) RECONSTRUCTION MILE POST 19.8.** Sr. Civil Engineer. RME is providing engineering services for the complete removal and replacement of the Westbound (739) and Eastbound (739A) US Route 20 Bridges over the Jane Addams Tollway (I-90) and the roadway reconstruction for US Route 20, North and South Ipsen Road, relocated Wheeler Road and shoulder work on I-90 Tollway.

**TRI-STATE TOLLWAY (I-294), BRIDGE REHABILITATION, BRIDGE REPAIRS, BRIDGE DEMOLITION, VARIOUS LOCATIONS (I-17-4306):**

– **WOLF ROAD BRIDGE OVER TRI-STATE (I-294) TOLLWAY, BRIDGE NO. 257 – BRIDGE REHABILITATION AND WIDENING, M.P. 36.3 (S.N. 016-2608).** Sr. Civil Engineer. RME, as a part of the Tollway Contract I-17-4306, was the prime consultant to Tollway and performed DSE services for this Phase II project. The work under this contract includes rehabilitation and widening of the Wolf Road bridge over Tri-State Tollway (I-294) in Cook County.

– **47TH STREET BRIDGE OVER TRI-STATE (I-294) TOLLWAY, BRIDGE NO. 255 – BRIDGE MODIFICATIONS, M.P. 26.5 (S.N. 016-2609).** Sr. Civil Engineer. RME, as a part of the Tollway Contract I-17-4306, was the prime consultant to Tollway and performed DSE services for this Phase II project. The work under this contract

Patrick E. Haavig, P.E.  
Page 2 of 2

includes modifications to the existing 47th Street bridge over Tri-State Tollway(I-294) in Cook County.

**R M E**

– **47TH STREET BRIDGE OVER FLAGG CREEK, TOLLWAY BRIDGE NO. 257 – BRIDGE MODIFICATIONS, M.P. 26.5 (S.N. 016-0883).** Sr. Civil Engineer. RME, as a part of the Tollway Contract I-17-4306, was the prime consultant to Tollway and performed DSE services for this Phase II project. The work under this contract includes modifications to the existing 47th Street bridge over Flagg Creek in Cook County.

**ELGIN O'HARE WESTERN ACCESS, PRATT AVENUE TO TOUHY AVENUE.** Sr. Civil Engineer. RME is responsible for coordination of design elements as well as landscape, grading, signing, pavement striping, and structural wall design.

**ELGIN O'HARE WESTERN ACCESS, DEVON AVENUE TO PRATT AVENUE.** Sr. Civil Engineer. RME is responsible for drainage, signage and sign truss design, maintenance of traffic, barrier warrant analysis, and retaining wall design.

**TOLLWAY I-90 AND SYSTEMWIDE DESIGN SERVICES UPON REQUEST WITH SUPPLEMENTAL SERVICES, MAINLINE PAVEMENT AND BRIDGE PRESERVATION ON THE TRI-STATE TOLLWAY (I-94), RUSSELL ROAD TO HALF DAY ROAD (M.P. 1.0 TO M.P. 22.0).** Sr. Civil Engineer. As the Prime consultant for the Design Upon Request and Supplemental project, RME was responsible for the project and design coordination required to improve and rehabilitate various elements of I-90 between M.P. 17.5 and M.P. 51.0, over 6 major tasks and a pavement and bridge preservation project on I-94 in Lake County between M.P. 1.0 and M.P. 22.0, which included 9 major tasks. Two bridges were reconstructed in the project, Illinois 23 over I-90 and Bradley Road over I-94. Both bridge reconstructions included very specific design challenges. Illinois Route 23 included preparatory design for a future interchange at the crossing and Bradley Road included special beam sections, precast, prestressed concrete IL72-3838 beams and a large skew angle.

**JANE ADDAMS MEMORIAL TOLLWAY I-90 RECONSTRUCTION AND ADDITIONAL LANE M.P. 46.4 (IL RTE 47) TO M.P. 50.1 (UPRR).** Sr. Civil Engineer. The project consists of a design contract of 4 miles of highway I-90 from Illinois Route 47 to the UPRR Bridge and corridor management

contract for 39 miles of I-90 Jane Addams Memorial Tollway from Mill Road to Elgin Plaza. In design contract, additional lane in each direction and reconstruction pavement, median barrier wall, roadway lighting, maintenance of traffic, landscaping, and reconstruction of two cross road bridges (Powers Road and IL. Rte 72), in corridor management contract, coordination of all design activity including, maintenance of traffic, structure review, and utility coordination. This project is in design stage and construction will start in March of 2013 and completed in November 2014.

**POWERS ROAD BRIDGE CROSSING OVER I-90 JANE ADDAMS TOLLWAY.** Sr. Civil Engineer. RME provided Structural and Civil Engineering Services for this project. Powers Road is a 2 lane asphalt Roadway maintained by Rutland Township. The bridge over the Tollway is maintained by the Tollway. The roadway is currently posted at 40 MPH (according to the BCR) and with a weight restriction of 5 tons. And current traffic on Powers Road is 600 ADT. The improvement includes the removal and replacement of the existing Tollway bridge plus reconstruction of the approach roadways.

**JANE ADDAMS MEMORIAL TOLLWAY (I-90) CROSSROAD BRIDGE IDENTIFICATION SIGNAGE. MILL ROAD TO RANDALL ROAD M.P. 17.5 TO M.P. 52.5.** Sr. Civil Engineer, RME is the Prime Designer for the Architectural Bridge Crossroad Identification Signage project consisting of 25 crossroad bridge parapet located identification signs for the Jane Addams Tollway (I-90) from Mill Road to Randall Road. The design project is to prepare contract drawings and specifications for the "Architectural Signage" on the parapets of both sides of the 25 bridges in the form of 9 to 12 inch high letters.

**RAMP REPAIR AT JANE ADDAMS MEMORIAL TOLLWAY (I-90) WEST OF US ROUTE 20 TO EAST OF RANDALL ROAD M.P. 19.75 TO M.P. 52.50.** Sr. Civil Engineer. RME is providing engineering services for the roadway and bridge repair for the following locations:

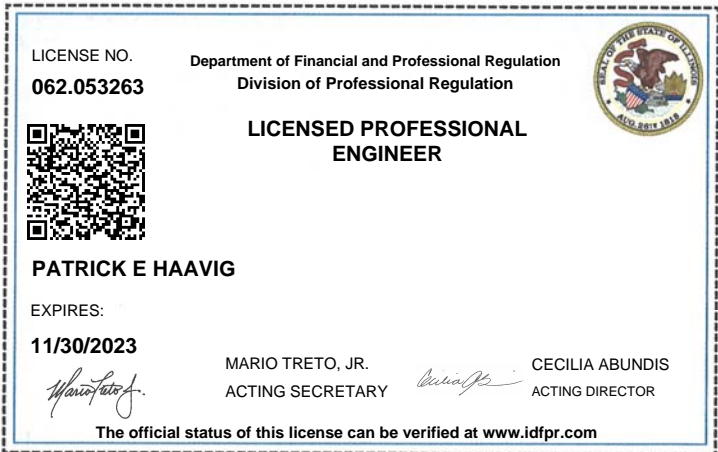
1. US Route 20 Bridge Repair
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3. Belvidere Oasis Erosion Control Improvement
4. Toll Plaza 7 Pavement and Landscaping Restoration
5. US Route 20 Ramps Roadway Repair
6. Randall Road Ramp Roadway Repair

**REGISTRATIONS:** Professional Registration – Illinois Reg. No. 062-053263, 1998



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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 950779



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## Andrew Wynn, P.E.

Project Civil Engineer



### Education

**B. S. in Civil Engineering**, Michigan Technological University, Houghton, MI, 2004

### Employment History

**Rubinos & Mesia Engineers, Inc. (RME)** Civil Engineer, 2/2008 to Present

**Giffels-Webster Engineering, Inc.**, Rochester Hills, MI – Civil Engineer, 5/2006 – 2/2008

**DMJM Harris**, Phoenix, AZ, Project Designer, 10/2004 - 5/2006

**Hitt Contracting, Inc.** Fairfax, VA, Assistant Superintendent, 6/2004 – 9/2004

### Experience

**Mr. Wynn** has over 18 years of progressive hands-on experience in Civil Engineering, civil drafting design, site development, and civil fieldwork. His experience in civil engineering and design has involved various types of projects such as roadways, retail developments, private and commercial facilities. Mr. Wynn is proficient in the development of conceptual layouts as well as competent in creating vertical and horizontal alignments, cost and project estimates.

### Related Projects

**METRA – NEW EDGEWATER STATION AT PETERSON & RIDGE.** Chicago, IL. Civil Engineer. RME was responsible for providing complete Civil Engineering services for the addition of a new station on the METRA – Union Pacific North Commuter Rail Line. The project scope included the civil site design and layout. The site facilities required the design of new station platforms, accessible walks, ramps and stairwells to the platform, on-site parking lot with drop-off area, and an off-site parking lot to accommodate overflow parking. One of the most challenging civil design aspects included the ADA accessible routes from street level, up 16' to the rail platform level. The design allowed Metra to reduce construction costs by eliminating expensive underground detention vaults. RME created a site utilizing complete impervious "hard" surfaces to allow infiltration into the sand stratum below the site. This will prevent any off-site rainwater runoff and provide a net benefit for the adjacent properties.

**BRIDGE REHABILITATION, REPAIR, AND DEMOLITION OF O'HARE OASIS ALONG TRI-STATE TOLLWAY (I-294) AT M.P. 26.5, M.P. 36.3 & M.P. 37.8.** Civil Engineer. The work includes the repair of 47<sup>th</sup> Street Bridge over I-294 and Flagg Creek, Wolf Road Bridge over I-294, demolition of O'Hare Oasis building and bridge.

**BRADLEY ROAD BRIDGE OVER TRI-STATE TOLLWAY (I-94) RECONSTRUCTION M.P. 17.3.** Civil Engineer. The work under this contract includes the removal and replacement of the Bradley Road Bridge over Tri-State Tollway (I-94) and roadway reconstruction. The proposed bridge deck includes two through 12' wide lanes and 8' wide shoulders. This is a two span bridge over I-94 with the span length of 168'-9 1/2" each.

**BRIDGE REHABILITATION PROGRAM – TRI-STATE TOLLWAY / I-294.** Civil Engineer. As the Prime Consultant, is part of the overall Bridge Rehabilitation Program this contract requires the preparation of contract plans for the rehabilitation of 6 bridge structures, located on TriState Tollway (I-294) over the distance of about 2 miles. RME performed complete inspection and prepared the Bridge Condition Report (BCR) and Rehabilitation Drawings for the following bridge structures:

- Bridge No. 105 - Chicago Avenue over I-294.
  - Bridge No. 107 - C & El Railroad over I-294.
  - Bridge No. 109 – Thornton - Blue Island Road over I-294
  - Bridge No. 113 - UP & CSX Railroad over I-294
  - Bridge No. 125 - US 6 (159th Street) over I-294
  - Bridge No. 405 - Everett Road over I-294
- RME also provided plans, special provisions and estimates for all related work at the mainline tollway level for lane shifts, pavement markings, signage, barrier warrant analysis, elevation of safe sights & merging distances, related to lane shifts.

**DIXIE HIGHWAY OVER BUTTERFIELD CREEK.** Flossmoor, Illinois. Prepared roadway contacts plans, special provisions, permits and estimates for the total structure replacement and widening of this existing bridge and raising of adjacent roadway.

**CALMECA ACADEMY (BRIGHTON PARK ELEMENTARY SCHOOL).** Civil Engineer. RME is providing Civil Engineering Services for this new elementary school, which is a 4.81-acre site, located on the Southside of Chicago. This site is giving RME the opportunity to design the site following the LEED criteria set by Chicago Public Schools. RME developed the site stormwater management plan, along with a site prep package that included the

Andrew Wynn, PE  
Page 2 of 2

design of the onsite underground storm water system. The system includes multiple catch basins and a StormTrap underground detention basin.



**TRINITY CHRISTIAN COLLEGE: THEATER AND ARTS BUILDING.** RME provided Civil and Structural engineering services for the preparation of construction documents and specifications. Prepared Demolition Plan, Geometric and Paving Plan, Grading Plan, Utility Plan and Profile, General Notes and Details. Civil/Site design included storm, sanitary and water services. This 10 million dollar project, located on a 2-Acre portion of the college, contains a proposed 2 1/2-story building, access drive-thru, outdoor plaza, loading dock and parking area. It is situated along the Navajo Creek and natural dense foliage.

**OMP - RELOCATION OF IRVING PARK ROAD & UPRR TRACKS.** Chicago, IL. Civil Engineer. RME is developing in accordance with the Illinois Department of Transportation (IDOT) design criteria with design speed of 45 mph the relocation of Irving Park Road. For our role in the design of Irving Park Road, RME has created and established Horizontal alignment and curve data, right-of-way locations and widths, and located the survey control for the relocated Irving Park Road, along the Taft Road and South Cargo Access Road connections. For Irving Park Road RME had the lead on the pavement markings, roadway signing, and general roadway landscaping for the entire length of the project, including the Taft Road and South Cargo Access Road connections. Tasks included: Pavement marking and pavement signing (letters and symbols) layout, using both epoxy and thermoplastic markings per IDOT specifications. Existing Irving Park Road sign inventory, proposed roadway signing layout and Intersections signage layout, per IDOT specifications using the MUTCD.

**MIDWAY INTERNATIONAL AIRPORT - EMPLOYEE PARKING LOT EXPANSION** – As Senior Civil Engineer was responsible for the Civil Drainage design and coordination of the location of the new connection to the City of Chicago Sewer. The Stormwater detention vault used in this project was approved as part of the City of Chicago Department of Water Management Pilot Program in using the first StormTech (Polypropylene) underground detention storage vault system in the City of Chicago.

**UIUC – UBBEN BASKETBALL PRACTICE FACILITY.** Project Civil Engineer. RME is a sub consultant for an 81,000 Square foot, \$25 million Illinois Basketball Performance Center renovation

and expansion. As the Civil Engineer, we will coordinate the utility that will be misplaced by the new expansion and the new services to the new building. Storm water Detention and the new parking lot were required for this project. The staging of the construction was a major design hurdle as the building will be occupied throughout construction. The Bid Packages were split into a base building bid and early utility bid which cleared the building footprint of the numerous utilities that resided.

**UIUC – MEMORIAL STADIUM RENOVATION AND FOOTBALL PERFORMANCE CENTER.** Projects Civil Engineer. RME is a sub consultant for a 107,560 Square foot, \$79.2 million Illinois Football Performance Center to be constructed next to the Irwin Practice Facility and adjacent to Memorial Stadium. As the Civil Engineer, we will coordinate the utility that will be misplaced by the new building and the new services to the new building. Storm water Detention and the new parking lot were major hurdles for this project. The Bid Packages were split into a base building bid and early utility bid which cleared the building footprint of the numerous utilities that resided.

**METRA STATION AT 59TH AND 60TH STREETS.** Project Engineer. RME was responsible for the site and utility design of both the 59th and 60th street sites. These projects sites included 3 areas of design, Track level, station level, and street level. The Track Level included any track level utilities site, platform layout and construction phasing and access. At Station level, the design of the area of the surrounding the new station house including sidewalk grading, ADA routing, and Utility design was completed. In the Right-of-Way of both 59th and 60th Street, Utility design, ADA routing, and design of Kiss-and-Ride drop-off locations, which included roadway design, addition of new sidewalks and ramps, and revisions to the roadway geometrics, signing, pavement marking, and curb alignments.

**OLIVE HARVEY COLLEGE,** Chicago, Illinois. Provided civil engineering services for the expansion of the existing parking lot. Scope of work included: prepared Demolition Plan, Geometric Plan, Grading Plan, Utility Plan, Typical Roadway Sections, Profiles, Cross Sections, General Notes and Details. Civil / Site design including storm water management. Roadway design including the entrance road and the widening of the mainline street. This 9 Acre site contains a proposed parking lot with a perimeter drive, a landscaped great lawn area and an entrance road.

**REGISTRATIONS:** Registered Professional Engineer - Illinois Reg. No.062-070142, 2017



## Lookup Detail View

### Contact

#### Contact Information

Name	City/State/Zip	DBA / AKA
ANDREW S WYNN	Lisle, IL 60532	

### License

#### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062070142	LICENSED PROFESSIONAL ENGINEER	ACTIVE	12/21/2017	11/19/2021	11/30/2023	N

### Other Licenses

#### Other Licenses

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
061038650	ENROLLED PROFESSIONAL ENGINEER INTERN	ACTIVE	09/10/2015	09/10/2015	//	N

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## Cezar Q. Manuel, Jr., P.E.

Sr. Civil Engineer



### Education

**B.S. Civil Engineering**, MIT, Manila, Philippines, 1982

### Employment History

**Rubinos & Mesia Engineers, Inc.**, Civil Engineer, 04 / 2019 - Present

**Lakeshore Engineering, LLC**, Civil Engineer, 02 / 2019 – 04 / 2019

**HOH Design and Consultants**, Senior Design Engineer, 01 / 2018 – 01 / 2019

**GSG Consultants Inc.**, Civil Designer, 01 / 2013 – 05 / 2017

**Regina Webster & Associates**, Civil Engineer, 10 / 2011 – 12 / 2012

**Civcon**, Civil Engineer, 10 / 2010 – 09 / 2011

**Nakawatase, Wyns & Associates**, Civil Designer, 06 / 1991 – 08 / 2010

### Experience

**Mr. Manuel** has over 40 years of Civil Engineering experience. He has been mostly involved in Transportation projects. He has extensive experience in preparing plans, estimates and specifications to design Transportation facilities as well as experience in planning alterations and modifications of existing Streets, Highways, Freeways and Tollways to improve Volume, Drainage and Traffic Flow based on established Engineering standards like State or Federal construction policies.

### Related Projects

#### RME Experience

**US ROUTE 20 OVER JANE ADDAM MEMORIAL (I-90)**. As Sr. Civil Engineer, Assisted in Creating a 3D Model including Profiles and Cross sections.

#### **DEPARTMENT OF WATER MANAGEMENT SEWER DESIGN PROJECTS:**

- TOR # 23-09-2023      TOR # 21-08-2021
- TOR # 21-04-2021      TOR # 20-03-2020
- TOR # 19-07-2019

Sr. Civil Engineer. As a prime consultant RME is providing sewer design services for the Department of Water at various locations throughout the city. The project consists of civil and structural design services for the preparation of design drawing for replacement of combined sewer pipes within the public right of way in various areas of the City of Chicago.

#### **MIDWAY AIRFIELD LIGHTING INFRASTRUCTURE IMPROVEMENTS.**

Civil Engineer. RME provided professional engineering services for the design of Airfield Lighting Infrastructure improvements at Midway International Airport. The project scope consists of designing 3100 LF of new Common Electrical ductbank (CED) and 2300 LF of Communication ductbank with two to four conduits for future fiber optic cables which includes open cut trenching and trenchless installation crossing under the runways and taxiways, conduit in ductbank, new/re-routed lighting cabling for ten airfield lighting circuits, and new aircraft rated and HS20 rated electrical structures.

#### **METRA STATION AT 59TH AND 60TH STREETS.**

Sr. Civil Engineer. RME was responsible for the site and utility design of both the 59th and 60th street sites. These projects sites included 3 areas of design, Track level, station level, and street level. The Track Level included any track level utilities site, platform layout and construction phasing and access. At Station level, the design of the area of the surrounding the new station house including sidewalk grading, ADA routing, and Utility design was completed. In the Right-of-Way of both 59th and 60th Street, Utility design, ADA routing, and design of Kiss-and-Ride drop-off locations, which included roadway design, addition of new sidewalks and ramps, and revisions to the roadway geometrics, signing, pavement marking, and curb alignments.

#### **MASTER CONSULTING AGREEMENT FOR PROFESSIONAL SERVICES 2017 NON- PROGRAM DESIGN PROJECTS.**

Civil Engineer. RME is providing Civil Design for PGL. These projects were initiated by Corrosion, System Improvement or Public Improvement. The nature of these projects is very time sensitive and varies in size from under 100' to a mile. The schedules are as short as 9 working days to 24 in the consultant engineer's court. RME manages multiple projects at any given time. The projects require a distinct ability to coordinate with other utilities and city agencies. Included in these projects is at least the gas installation, Retirement, restoration and traffic control plans. The traffic control plans are submitted to CDOT & IDOT if applicable.



Cezar Q. Manuel, Jr., P.E.  
Page 2 of 2

**R M E**

**HOH Experience**

**CITY OF CHICAGO HEIGHTS – 2018 STREET IMPROVEMENT DESIGN PROGRAM.** Sr. Design Engineer. Responsible for the design of the reconstruction and rehabilitation of numerous residential and collectors streets whose scope included new pavement, curb & gutter, sidewalks, ADA ramps, new sewers, landscaping, signage and striping. Prepared project specifications and cost estimates for the project.

**IDOT HARLEM AVENUE (IL 43) AND 95TH STREET (US RT. 12 & 45) INTERSECTION IMPROVEMENTS.** Sr Design Engineer. Responsible for the geometric design of this intersection, ramps and approaches improvement project. Redesigned the alignment in accordance with the current design guidelines. Prepared associated profile, plans, and cross-sections.

**PARKING LOT DESIGN AT VARIOUS SALVATION ARMY FACILITIES.** Design Engineer. Designed parking lots for Salvation Army at their facilities in various municipalities such as City of Chicago, Blue Island, Des Plains, Hoffman Estates and Schaumburg. The Chicago facility parking lot was designed in compliance with CDOT's parking design guidelines, CDWM stormwater design guidelines, and Chicago Landscape Ordinance.

**GSG Experience**

**IRVING PARK ROAD WIDENING, (IL 19) (from Manheim Road to Elmhurst Road).** Civil Designer. Responsible for the geometric design of the GSG segment. Created various alignment, profile, plan, cross-section, and quantities in Geopak and Microstation. Performed analysis of various options to optimize the new roadway.

**CDWM-NEW SEWER PROJECTS (Various Locations).** Civil Designer. Representative of GSG to Work with Alfred Benesch and Co., doing Drainage Design, Road restoration and Drafting of various Combination Sewers it includes plotting of utilities, right of ways and various alignment, profile, construction staging and quantities using Geopak and Microstation.

**CAROL SHIRE COMMON CONDOMINIUM NEW PARKING LOT CONSTRUCTION.** Civil Designer. Coordinated with the other branch of GSG (Roselle Road) to design a site plan.

**ILLIANA CORRIDOR SEGMENT 6, PHASE I (from S. Western Avenue to S. Dixie Highway).** Civil Designer. Responsible for the geometric design of the tollway and its crossroads for the GSG segment. Created various alignment, profile, plan, cross-section, and quantities. Performed analysis of various options to optimize the new roadway. Created the intersection and interchange design and drafting on Cad using multiple standards. Also performed analysis cost associated with all options.

**Nakawatase, Wyns and Associates Experience**

**JANE ADDAMS MEMORIAL TOLLWAY (I-90), CHICAGO SKYWAY TOLL BRIDGE 2007-2010 SYSTEM.** Civil Designer. Responsible for the conversion of raw survey data into design format including existing tin model, cross-sections, profile, utilities, topographic plans, and geometric controls (Alignments & PGL) in MicroStation Format. Designed various ramps using AASHTO standards, temporary traffic control, retaining walls, erosion control, drainage sewers, and pay item quantities using IDOT and CDOT criteria and standards. Responsible for all CADD standards and preferences as well as pay items control.

**INDIANAPOLIS BLVD IMPROVEMENTS, CDOT, PROJ.-E-3-005.** Civil Designer. Responsible for all design and drafting including coordination of designs with sub-consultants.

**I-294 (97th ST. to I-80 WIDENING).** Civil Designer. Coordinated with designers to produce the final design. Duties also included drafting in CADD, production of raw data into useful design formats, and assistance writing the criteria for proposed cross-sections and plans using Geopak Road to produce final drawings and quantities.

**REGISTRATIONS:** Registered Professional Engineer - Illinois Reg. No.062-060868,

**TRAINING & CERTIFICATIONS:** IDOT Documentation of Contract Quantities  
IDOT Erosion Control



## Lookup Detail View

### Contact

#### Contact Information

Name	City/State/Zip	DBA / AKA
CEZAR Q MANUEL JR	CHICAGO, IL 60625	

### License

#### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062060868	LICENSED PROFESSIONAL ENGINEER	ACTIVE	06/12/2008	02/08/2022	11/30/2023	N

### Other Licenses

#### Other Licenses

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
061026884	ENROLLED PROFESSIONAL ENGINEER INTERN	ACTIVE	07/10/1996	07/10/1996	01/01/2999	N

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## Victoria E. Alvarez

Civil Engineer



### Education

**MBA**, University of Edinburgh, Scotland, UK, 2001

**Graduate Certificate in Finance**, Engineering School, Antioquia, Colombia, 2001

**Graduate Certificate in Construction Management**, University of Medellin, Colombia, 1999

**B.S. in Civil Engineering**, Engineering School, Antioquia, Colombia, 1995

### Employment History

**Rubinos & Mesia Engineers, Inc.**, Civil Engineer, 01/2023 - Present

**d'Escoto, Inc.**, Civil Designer, 09/2021 – 01/2023

**Rubinos & Mesia Engineers, Inc.**, Engineer, 6/2015 – 09/2021

**Primera Engineers, Ltd.**, Project Engineer / Civil Engineer, 5/2003 - 5/2015

**Ingenieria Estructural, S.A.**, Resident Engineer, 1994 - 2000

### Experience

**Ms. Alvarez** has more than 22 years of experience as Civil Engineer. Her extensive background spans multiple areas including engineering design, project management, supervision of contractors, feasibility analysis, project administration, scheduling, and budget controls. Ms. Alvarez has experience with IDOT, CDOT, ISTHA, MUTCD and AASHTO design specifications and standards requirements. She has successfully managed projects in the education, transportation, manufacturing, residential and retail sectors.

### Related Projects

**METRA – NEW EDGEWATER STATION AT PETERSON & RIDGE.** Chicago, IL. Civil Engineer.

RME was responsible for providing complete Civil Engineering services for the addition of a new station on the METRA – Union Pacific North Commuter Rail Line. The project scope included the civil site design and layout. The site facilities required the design of new station platforms, accessible walks, ramps and stairwells to the platform, on-site parking lot with drop-off area, and an off-site parking lot to accommodate overflow parking. One of the most challenging civil design aspects included the ADA accessible routes from street level, up 16' to the rail platform level. Traffic signal update/installation. The design allowed Metra to reduce construction costs by eliminating expensive underground detention vaults. RME created a site utilizing complete impervious "hard" surfaces to allow infiltration into the sand stratum below the site. This will prevent any off-site rainwater runoff and provide a net benefit for the adjacent properties.

**IDOT IL ROUTE 83 AT IL ROUTE 171 (ARCHER AVE) INTERSECTION IMPROVEMENTS.** Civil Engineer.

RME is providing Civil and Structural Engineering Services. The purpose of the project is to enhance safety and improve traffic operations of the intersection. This is a four lag intersection. As a part of improvement, dual left turn lanes and right turn lanes for westbound and southbound are to be added. The project improvement includes the geometric improvements, updating and adding

roadside safety, updating and adding drainage features, traffic signal modernization/installation, roadway lighting, and accommodations of a Cook County Forest Preserve multi-use path. Also, traffic management is to be included during the construction phase.

**IL ROUTE 23 BRIDGE OVER JANE ADDAMS MEMORIAL TOLLWAY (I-90) ROADWAY RECONSTRUCTION M.P. 36.1.** Civil Engineer.

The work under this contract includes the complete removal and replacement of the IL Route 23 Bridge over the Jane Addams Tollway (I-90) and roadway reconstruction of IL Route 23 and I-90. The proposed bridge deck includes an 18' wide median, two through 14' wide lanes, and 10' wide shoulder width on both sides. Total deck width is 69'-4" out to out. This is a two span bridge over I-90 with the span length of 138'-3". This bridge also accommodates an auxiliary lane for both directions for a future interchange.

**US ROUTE 20 BRIDGE OVER JANE ADDAMS MEMORIAL TOLLWAY (I-90) RECONSTRUCTION MILE POST 19.8.** Civil Engineer.

RME is providing engineering services for the complete removal and replacement of the Westbound (739) and Eastbound (739A) US Route 20 Bridges over the Jane Addams Tollway (I-90) and the roadway reconstruction for US Route 20, North and South Ipsen Road, relocated Wheeler Road and shoulder work on I-90 Tollway.

Victoria E. Alvarez  
Page 2 of 2

**R M E**

**ELGIN-O'HARE WESTERN ACCESS (EOWA) PROJECT – PROJECT D2 - WESTERN ACCESS CORRIDOR FROM ELGIN O'HARE EXPRESSWAY TO I-90. SOUTH OF DEVON AVENUE TO PRATT BOULEVARD. TOLLWAY CONTRACT I-17-4677 (N06).** Civil Engineer. Project D2 improvement limits extend from 4,000 feet north of Elgin O'Hare Expressway to a system interchange connection with I-90 (Jane Addams Memorial Tollway). Project D2 included the construction of the Western Access mainline as well as the construction of a modified trumpet type system interchange at I-90, including a collector-distributor roadway extending from west of Elmhurst Road to Mount Prospect Road. As a part of the team, RME performed the verification of the Concept Report for the Tollway. The Phase II work assigned to RME included the preparation of plans, specifications and estimate of cost for Drainage Design, Signing and Sign Trusses, Maintenance of Traffic for Construction Access & Staging, Barrier Warrant Analysis, and Retaining Wall Design. RME is also the QC/QA reviewer for all of the structural work associated with the contract.

**TRI-STATE TOLLWAY (I-294), BRIDGE REHABILITATION, BRIDGE REPAIRS, BRIDGE DEMOLITION, VARIOUS LOCATIONS (I-17-4306).** RME, was the prime consultant to Tollway and performed DSE services for this Phase II project.

– **WOLF ROAD BRIDGE OVER TRI-STATE (I-294) TOLLWAY, BRIDGE NO. 257 – BRIDGE REHABILITATION AND WIDENING, M.P. 36.3 (S.N. 016-2608).** Civil Engineer - maintenance of traffic, pavement striping and utility coordination. The work under this contract includes rehabilitation and widening of the Wolf Road bridge over Tri-State Tollway (I-294) in Cook County.

– **47TH STREET BRIDGE OVER TRI-STATE (I-294) TOLLWAY, BRIDGE NO. 255 – BRIDGE MODIFICATIONS, M.P. 26.5 (S.N. 016-2609) and 47TH STREET BRIDGE OVER FLAGG CREEK, TOLLWAY BRIDGE NO. 257 – BRIDGE MODIFICATIONS, M.P. 26.5 (S.N. 016-0883).** Civil Engineer – roadway widening, management of traffic, pavement striping, landscape, erosion, grading and utility coordination. The work under this contract includes modifications to the existing 47th Street bridge over Tri-State Tollway (I-294), structural wall design and to the existing 47th Street bridge over Flagg Creek in Cook County.

**PAVEMENT AND BRIDGE PRESERVATION ON TRI-STATE TOLLWAY (I-94) M.P. 1.0 TO M.P. 22.0.** Civil Engineer. The work includes under this contract is Mainline and ramps pavement preservation, structural rehabilitation of mainline and

crossroad bridges, LED retrofit, overhead toll plaza signs lighting and ITS upgrade.

**BRADLEY ROAD BRIDGE OVER TRI-STATE TOLLWAY (I-94) RECONSTRUCTION M.P. 17.3** Civil Engineer. The work under this contract includes the removal and replacement of the Bradley Road Bridge over Tri-State Tollway (I-94) and roadway reconstruction. The proposed bridge deck includes two through 12' wide lanes and 8' wide shoulders. This is a two span bridge over I-94 with the span length of 168'-9 1/2" each.

**JANE ADDAMS MEMORIAL TOLLWAY (I-90) CROSSROAD BRIDGE IDENTIFICATION SIGNAGE. MILL ROAD TO RANDALL ROAD M.P. 17.5 TO M.P. 52.5.** Civil Engineer. RME is the Prime Designer for the Architectural Bridge Crossroad Identification Signage project consisting of 25 crossroad bridge parapet located identification signs for the Jane Addams Tollway (I-90) from Mill Road to Randall Road. The design project is to prepare contract drawings and specifications for the "Architectural Signage" on the parapets of both sides of the 25 bridges in the form of 9 to 12 inch high letters.

**FENCING AND LANDSCAPING IMPROVEMENTS ALONG JANE ADDAMS MEMORIAL TOLLWAY (I-90) WEST OF MILL ROAD TO EAST OF POWERS ROAD M.P. 17.5 TO M.P. 48.25.** Civil Engineer. RME is providing engineering services for the construction of fencing, landscaping improvements along I-90 and the construction of a detention pond at the southeast area of the intersection of Genoa Road and I-90. The project involves coordination with the following governmental agencies:

1. IDOT District 1 & 2
2. Winnebago County
3. Boone County
4. Belvidere County
5. McHenry County
6. Kane County

**RAMP REPAIR AT JANE ADDAMS MEMORIAL TOLLWAY (I-90) WEST OF US ROUTE 20 TO EAST OF RANDALL ROAD M.P. 19.75 TO M.P. 52.50.** Civil Engineer. RME is providing engineering services for the roadway and bridge repair for the following locations:

1. US Route 20 Bridge Repair
2. Belvidere Oasis Ramp Bridge Repair
3. Belvidere Oasis Erosion Control Improvement
4. Toll Plaza 7 Pavement and Landscaping Restoration
5. US Route 20 Ramps Roadway Repair
6. Randall Road Ramp Roadway Repair

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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Rubinos & Mesia Engineers, Inc.

### I. LEGAL ACTIONS

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input 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 Mohsen Farahany, as Sr. Vice President  
Name Title

and on behalf of Rubinos & Mesia Engineers, Inc.  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
<b>Name of Firm:</b>	Rubinos & Mesia Engineers, Inc.		
<b>Address:</b>	200 S. Michigan Ave., Suite 1500		
<b>City/State/Zip:</b>	Chicago, IL 60604		
<b>Telephone:</b>	312-870-6600	<b>Facsimile:</b>	
<b>FEIN:</b>	36-3164138	<b>SSN:</b>	
<b>Email:</b>	MFarahany@RME-i.com		
<b>Nature of Transaction: Business with PBC</b>			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

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



## ATTACHMENT B – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

<b>State of Incorporation or Organization:</b>		IL
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>	Chicago, IL 60604	
<b>Telephone:</b>	312-870-6600	
<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>	
Dipak S. Shah, SE, PE	President	
Farhad Rezai, SE, PE	Executive Vice President	
Mohsen Farahany, SE, PE	Sr. Vice President	
<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>
Dipak S. Shah, SE, PE	200 S. Michigan Ave., Suite 1500. Chicago, IL 60604	51 %
Farhad Rezai, SE, PE	200 S. Michigan Ave., Suite 1500. Chicago, IL 60604	29 %
		%
Mohsen Farahany, SE, PE	200 S. Michigan Ave., Suite 1500. Chicago, IL 60604	20
<b>LLC's only, indicate Management Type and Name:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b> _____
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

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

### C. SOLE PROPRIETORSHIP

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

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

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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

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

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

### D. OTHER TAXES/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

Mohsen Farahany

Name of Authorized Officer (Print or Type)

Sr. Vice President

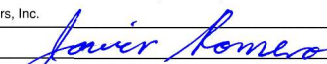
Title

312-870-6600

Telephone Number

State of IL  
County of Cook

Signed and sworn to before me on this 19th day of July, 2023 by  
Mohsen Farahany (Name) as Sr. Vice President (Title) of  
Rubinos & Mesia Engineers, Inc. (Bidder/Proposer/Respondent or Contractor)

  
Notary Public Signature and Seal



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

**Definitions and Disclosure Requirements**

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

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

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

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Professional Engineering Services for TRAFFIC STUDY SERVICES (PS3084)

Description of goods or services to be provided under Contract:

Civil Engineering / Traffic Study Services

Name of Consultant: Rubinos & Mesia Engineers, Inc.

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

Retained Parties:

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

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.

Mohsen Farahany  
Signature

Mohsen Farahany  
Name (Type or Print)

7/19/2023

Date

Sr. Vice President

Title

Subscribed and sworn to before me

this 19th day of July 2023

Javier Romero  
Notary Public



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

# REVISED TRAFFIC STUDY SERVICES (PS3084)

## ATTACHMENT D

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

(FORM AND SCHEDULES FOLLOW)

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

1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
  - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
  - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
  - (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
  - (6) "Established Business" means a person or entity granted certification by the City of Chicago.
  - (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
  - (8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

- (9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

#### 4. Determining MBE/WBE Utilization

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
  - b. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
  - c. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
  - d. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
    - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
    - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- e. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

#### 5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
  - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity

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

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

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

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.
6. Evaluation of Compliance Proposals
- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
  - b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
  - c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
  - d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by
7. Request for Waiver
- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
  - b. Good Faith efforts to achieve participation include but are not limited to:

- (1) Attendance at the Pre-bid conference;
  - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
  - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
  - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/associations;
  - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
  - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
  - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
  - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
  - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - i. The name, address and telephone number of MBE and WBE firms contacted;
    - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
  - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
  - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
  - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
- (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
  - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Established Business Participation in the MBE and WBE Procurement Program

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

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

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

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

#### 9. Failure To Achieve Goals

a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:

(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.

(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.

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

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

(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

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

(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

#### 10. Reporting and Record-Keeping Requirements

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



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

- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

#### 11. Disqualification of MBE or WBE

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

#### 12. Prohibition On Changes To MBE/WBE Commitments

- a. The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

#### 13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
  - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
  - (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
  - (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified

due to unforeseen circumstances.

- (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
  - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
  - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

#### 14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

#### 15. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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SCHEDULE B  
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

**SCHEDULE B**

**Joint Venture Affidavit (1 of 3)**

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

A. Name of joint venture \_\_\_\_\_

B. Address of joint venture \_\_\_\_\_

\_\_\_\_\_

C. Phone number of joint venture \_\_\_\_\_

D. Identify the firms that comprise the joint venture

\_\_\_\_\_

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

E. Nature of joint venture's business

\_\_\_\_\_

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing \_\_\_\_\_%

2. Capital contributions, including equipment \_\_\_\_\_%

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

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE B**  
**Joint Venture Affidavit (2 of 3)**

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

\_\_\_\_\_

I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions \_\_\_\_\_

2. Management decisions such as:

a. Estimating \_\_\_\_\_

b. Marketing and Sales \_\_\_\_\_

c. Hiring and firing of management personnel \_\_\_\_\_

d. Other \_\_\_\_\_

3. Purchasing of major items or supplies \_\_\_\_\_

4. Supervision of field operations \_\_\_\_\_

5. Supervision of office personnel \_\_\_\_\_

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE B**

**Joint Venture Affidavit (3 of 3)**

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

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

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_,  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

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

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

Commission expires:  
(SEAL)

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_,  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

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

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

Commission expires:  
(SEAL)

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

(SCHEDULE FOLLOWS)

**SCHEDULE C**  
**Letter of Intent from MBE/WBE (1 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor                      \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

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

BY:

---

Name of MBE/WBE Firm (Print)

---

Date

---

Phone

---

Signature

---

Name (Print)

IF APPLICABLE:  
BY:

---

Joint Venture Partner (Print)

---

Date

---

Phone

---

Signature

---

Name (Print)

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

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

(SCHEDULE FOLLOWS)

**SCHEDULE D**  
**Affidavit of Professional Service Provider Regarding MBE/WBE Participation (1 of 2)**

Name of Project: Traffic Study PS3084D Services

STATE OF ILLINOIS     }  
                                       } SS  
 COUNTY OF COOK        }

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

Nihar Shah, President

Title and duly authorized representative of

Rubinos & Mesia Engineers, Inc.

Name of Professional Service Provider whose address is

200 S. Michigan Ave., Suite 1500.

in the City of Chicago, State of Illinois, 60604

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
Rubinos & Mesia Engineers, Inc.	Traffic Study Services	\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Base Bid</b>		TBD %	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:

Rubinos & Mesia Engineers, Inc.

\_\_\_\_\_  
Name of Contractor (Print)

9/16/2024

\_\_\_\_\_  
Date

312-870-6636

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Date

\_\_\_\_\_



\_\_\_\_\_  
Signature

Nihar Shah, SE, PE

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

\_\_\_\_\_  
Signature

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

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