



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 (PS3084G)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

THOMAS ENGINEERING GROUP, LLC

FOR

TRAFFIC STUDY SERVICES (PS3084G)

Public Building Commission of Chicago

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

FIRM NAME:	Thomas Engineering Group, LLC
CONTACT NAME:	Curtis Cornwell
CONTACT TELEPHONE:	773-251-7938
CONTACT EMAIL:	curtisc@thomas-engineering.com
ADDRESS:	238 South Kenilworth Avenue, Suite 100 Oak Park, Illinois 60302

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
TRAFFIC STUDY SERVICES – PS3084G

THIS AGREEMENT effective as of January 1, 2024, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Thomas Engineering Group, LLC** with offices at 238 South Kenilworth Avenue, Suite 100, Oak Park, Illinois 60302 (the "**Consultant**").

Recitals:

Whereas, the Commission intends to undertake from time to time the acquisition, demolition, renovation, development, construction and/or improvement of buildings, facilities and other improvements ("Project") located in the City of Chicago ("City") at the request of various governmental and public agencies ("User Agency").

WHEREAS, the Commission requires certain professional services as described in Schedule B the Agreement (the "Services") contained herein, in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

WHEREAS, the Consultant desires to be retained by the Commission to perform the Services and has represented to the Commission that the Consultant is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to perform the Services required by the Agreement in accordance with terms and conditions of the Agreement.

WHEREAS, in reliance upon the Consultant's representations and Key Personnel as identified in Schedule E of this Agreement, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

NOW, THEREFORE, the parties have executed this Agreement on the terms and conditions that follow:

EXECUTION PAGE
TRAFFIC STUDY SERVICES- PS3084G

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson
Chairman

Date: 01/22/2024

ATTEST:



Mary Pat Witry
Secretary

Date: 1/17/2024

CONSULTANT: Thomas Engineering Group, LLC



President or Approved Signatory

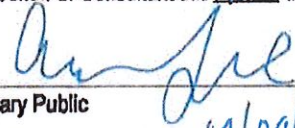
Date: 1/10/2024

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Thomas Gill and _____
on behalf of Consultant this 10th day of January 2024.



Notary Public

My Commission expires: 04/04/2024

(SEAL OF NOTARY)



Approved as to form and legality:



Neal & Leroy, LLC

Date: 01-16-2024

**SCHEDULE A
TERMS AND CONDITIONS**

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

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

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

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

- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **e-Builder System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at e-Builder System courses are not compensable by the Commission.
- h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.
- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

7. **Term.**

- a. The term of this Agreement is three (3) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.
- c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

8. **Compensation of Consultant; Submission of Invoices through e-Builder.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$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 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)
01/31/2024

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

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

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

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

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6802J652203	03/01/2023	03/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP2T843614	03/01/2023	03/01/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB2J654000	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional / Pollution Liability			AAEP000555231	03/01/2023	03/01/2024	\$2,000,000 each claim / \$2,000,000 annl aggr.

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

RE: Contract PS3084G, Traffic Study Services

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

CERTIFICATE HOLDER Public Building Commission Procurement Department Richard J. Daley Center, Rm 200 50 W Washington St Chicago, IL 60602	APPROVED JLB 1/23/2025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Insured status to 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, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

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

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



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2919838

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

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

PRODUCER LOCKTON AFFINITY, LLC P.O. BOX 879610 KANSAS CITY, MO 64187-9610	CONTACT NAME: LOCKTON AFFINITY, LLC	
	PHONE (A/C, No, Ext):	FAX (A/C, No): 913-652-7599
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Arch Insurance Company		11150
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Thomas Engineering Group, LLC
2625 Butterfield Road Suite 209W
Oak Brook, IL 60523

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS- <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	LAAUT0078800	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000 \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$

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

RE: PS3084G Traffic Study Services

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission Procurement Department Attn: Miguel F. Fernandez Senior Procurement Coordinator Richard J. Daley Center, 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following: AUTO

DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM MOTOR
CARRIER COVERAGE FORM

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

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

whichever is less.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: LAAUT0078800

Named Insured: Thomas Engineering Group, LLC

Endorsement Effective Date: 03/01/2024

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

2b

Key Personnel, Resumes & Applicable Licenses

Key Personnel Matrix												
Team Member	Traffic Conditions								Experience			
	Schools - Drop-off / Pick-up	School - Safe Routes to School	School - Serious Safety Busing Hazards	Municipal - Village-Wide Traffic / Safety	Municipal - Intersection/Segment Safety	Municipal - Parking Study	Municipal - Intersection Design Study	Private Development - Traffic Impact Analysis	Private Development - Parking Study	Years of Experience	Years with Current Firm	Local (L) / Non-Local (NL)
Curtis Cornwell, PE, PTOE		✓	✓	✓	✓	✓	✓	✓	✓	22	11	L
Maciej Konczewski, PE	✓	✓	✓	✓	✓	✓	✓	✓		9	4	L
Kyle Smith				✓	✓	✓				4	4	L
Kyle Vander Zee, PE		✓		✓	✓	✓	✓			7	7	L
James Yuratovac, PE, PTOE, RSP	✓	✓	✓	✓	✓	✓	✓	✓	✓	24	7	L

Mr. Cornwell has over 20 years of experience in roadway planning, public involvement, design, traffic safety and analysis. Mr. Cornwell spent the beginning of his career with IDOT-District 1 working within multiple Bureaus. He is well-versed in the geometric development, safety analysis and capacity analysis of complicated intersections including roundabouts and interchanges. He has acted as the Project Manager for several large Phase I and Phase II jobs for various clients.

CURTIS CORNWELL
 PE, PTOE
Project Principal

EDUCATION

University of Illinois at Urbana-Champaign
 Bachelor of Science

University of Wales, United Kingdom
 Civil Engineering Program

PROFESSIONAL REGISTRATIONS

Professional Engineer:
 Illinois 062-059098

Professional Traffic Operations Engineer: 3307

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

Illinois Section Operations Director - Institute of Transportation Engineers

American Society of Civil Engineers

SELECTED CONTINUING EDUCATION

NATIONAL HIGHWAY INSTITUTE
 AASHTO Roadside Design Guide
 Planning / Designing Roadways Highway Safety Manual

NORTHWESTERN TRAFFIC INSTITUTE
 Fundamentals of Geometric Design
 Advanced Geometric Design Roundabout Design

TRAFFIC
 Highway Capacity Manual Synchro

BENTLEY
 GEOPAK Training
 Advanced GEOPAK Training

IDOT
 Various Construction Courses Design Policy & Plan Prep. Construction Documentation Certification

PHASE I AND II, LAKE STREET IMPROVEMENTS, OAK PARK, ILLINOIS, VILLAGE OF OAK PARK

– Phase I Project Manager. This project included preliminary and design engineering for the entire 1.5-mile length of Lake Street within the Village’s corporate limits and a 1-block length of Marion Street north of Lake Street. For Phase I, a single project report was prepared to summarize preliminary engineering, traffic, and environmental studies and the extensive public involvement process which included the Village Board, all Village departments, three business districts, several private developer projects, IDOT, FHWA, CTA and Pace busing, a post office, a library, and many more. For Phase II, this project was separated into three major subprojects: (1) a federally-funded streetscape to the west, (2) a locally-funded resurfacing to the east, and (3) a locally-funded utilities project in the middle but overlapping into the other two subprojects. Two breakout contract document sets were prepared for private developer projects within the streetscape project. Project highlights included: topographic survey, streetscape features (brick intersections, decorative crosswalks, a speed table, black concrete curb, bluestone sidewalk, granite curb planters, seat walls, and gateway monument sign, structural soil, irrigation, landscaping, outdoor dining, decorative roadway and pedestrian lighting, wayfinding signage), complex ADA design, traffic signal modernization and interconnection, fiber optic for Information Technology, sidewalk vaults and survey with ground penetrating radar, complex construction sequencing and staging with detours, sanitary sewer replacement and lining, water main replacement, removal of old trolley tracks, land acquisition (plats and legal descriptions), and assistance with funding applications.

PHASE I AND II, TRAFFIC STUDIES/SAFETY ENGINEERING SERVICES, DISTRICT 1, ILLINOIS DEPARTMENT OF TRANSPORTATION

– Traffic Engineer for providing Phase I engineering services directly to IDOT for the preparation of traffic engineering studies and accident studies for various locations throughout District One. Work includes collection of field data such as condition diagrams, manual turning movement (full classification), traffic count data and relevant crash data, and related study correspondence. TEG retrieves Illinois Traffic Crash Reports from local enforcement agencies and prepares collision diagrams. TEG performs traffic engineering analysis such as crash analysis, traffic signal warrant studies, barrier warrant analysis and sight distance studies to determine recommended improvements. Reviews include intersections and roadway segments. TEG also performs cost estimate and benefit-cost analysis for candidate projects to determine project eligibility for the annual Highway Safety Improvement Program.

ON-CALL TRAFFIC AND SAFETY ENGINEERING, KANE COUNTY DEPARTMENT OF TRANSPORTATION

– Project Principal for on-call Traffic/Safety Engineering services for Kane County DOT for various locations throughout the county. The project includes a wide variety of tasks, such as Speed Studies, Advisory Speed Determinations, Intersection Control Studies, Capacity Analysis, Guard Rail Analysis, Sight Distance Studies, Roundabout Reviews, PS&E Preparation, Engineering Plan Review, and Safety Studies (including HSIP evaluations and benefit cost analysis).

PHASE I, VARIOUS LOCATIONS, ILLINOIS DEPARTMENT OF TRANSPORTATION, REGION 1

– Project Engineer and Client Liaison. Working directly with IDOT Programming In-House staff, responsibilities include engineering, environmental studies and public involvement for various Phase I projects. Task Orders initiated through

EXPERIENCE PROJECT

this project have included: intersection and route improvements, culvert replacements, Highway Safety Improvements (HSIP), topographical & tree surveys and ADA inspection. Multiple projects under this contract have been processed as Categorical Exclusions.

PHASE I, IL-394 AND BURVILLE ROAD RESTRICTED CROSSING U-TURN (RCUT), WILL COUNTY, ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION — Project Manager. This project included preliminary engineering for converting IL-394 and Burville Road from a minor leg stop controlled intersection to an innovative Restricted Crossing U-turn intersection. The conversion to an RCUT intersection included installation of a raised concrete median to restrict through movements and left-turn movements on Burville Road while channelizing left turning traffic from IL-394. U-turn lanes were proposed to be added on the north and south legs of IL-394 as well as curb bump outs to provide adequate space for the design vehicle making wide turns out of the U-turn lanes.

PHASE I, 87TH STREET AND WOODWARD AVENUE INTERSECTION IMPROVEMENT, WOODRIDGE, ILLINOIS, DUPAGE COUNTY DIVISION OF TRANSPORTATION — Project Manager. This project included Phase I engineering studies, environmental survey and public involvement to identify capacity and safety improvements for a major arterial intersection. Work included preparation of an intersection design study, alternatives analysis, access improvements, crash and capacity analyses, location drainage studies and preparation of a project development report. Project construction cost is estimated at \$3.4M.

PHASE II, WEBER ROAD RECONSTRUCTION, ROMEOVILLE, ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION — Project Engineer and Client Liaison. This project involves complete Phase II design services for a one-mile section of Weber Road from just south of 135th Street/Romeo Road to Normantown Road. In addition to the widening and reconstruction of Weber Road, the project includes the design of a multi-use path, a retaining wall, and noise walls. Additional coordination with the US Army Corp of Engineers is needed to secure a 404 permit for future work being conducted within the Lily Cache Slough.

PHASES II AND III, I-94 AND I-294 RAMP RECONSTRUCTION, ISTHA — Civil Engineer. This project included Phase II and Phase III engineering services required for the preparation of contract plans, specifications, and estimates, project-related permits, construction inspection, and project management services for selected ramp reconstruction projects along the Tri-State Tollway in Cook and Lake Counties, IL.

PHASE II, LONGMEADOW PARKWAY CORRIDOR, KANE COUNTY DIVISION OF TRANSPORTATION — Civil Engineer. Provided recommendations based on the value engineering study for Phase I addendum and Phase II contract plans. Phase II work includes the preparation of plans, specifications and estimates for the westernmost 1-mile section of the proposed new alignment of Longmeadow Parkway (total 6.5 miles). Design section includes plan preparation for new roadway alignment and two high-volume intersections at Randall and Huntley Roads. Overall cost anticipated to be approximately \$100M.

PHASE I, KIRK ROAD AND FABYAN PARKWAY INTERSECTION IMPROVEMENT, KANE COUNTY DIVISION OF TRANSPORTATION — Civil Engineer. Project included Phase I engineering studies, environmental survey and public involvement to identify capacity and safety improvement for the major arterial intersection. Work included preparation of an intersection design studies, alternative analysis, access, crash and capacity analyses, oversight of preparation of a location drainage study and preparation of a project development report. Project construction cost estimated at \$9M.

PHASE I, RIVERWOODS ROAD AND EVERETT ROAD ROUNDABOUT, LAKE COUNTY DIVISION OF TRANSPORTATION — Project Engineer. The alternatives analysis of this CMAQ-funded project focused on the evaluation and comparison of a traffic signal and a roundabout. Specific tasks included traffic analyses, evaluation of impacts to environmental resources, preliminary design, and cost estimates. The public involvement utilized Context Sensitive Solutions (CSS). The key component of the project was to maintain traffic during the construction of the roundabout.

I-80 LANE ADDITIONS AND BRIDGE WIDENING, ILLINOIS DEPARTMENT OF TRANSPORTATION — Project Engineer. Completed design plans for improvements along I-80 from US 30 to US 45 in Will County. The purpose of the project was to improve safety and capacity along I-80 by adding a third lane in each direction and replacing the existing grass median and ditch with new shoulders, a variable height Jersey barrier with pavement warping, and a closed drainage system. Because of the high traffic volumes, two lanes of traffic were maintained at all times on I-80 during construction.

PHASE I, RANDALL ROAD IMPROVEMENTS, MCHENRY COUNTY HIGHWAY DEPARTMENT — Project Engineer. Provided Phase I services for the widening/upgrading of 3.5 miles of Randall Road from County Line Rd to Ackman Rd. The study identified a comprehensive solution that addresses the community needs complying with Federal Aid guidelines, utilizing a CSS approach, and integrating project goals and NEPA guidelines. Tasks included traffic analysis, environmental, drainage, funding, alternative analyses, preliminary design, documentation, public involvement, and access/incident management plans.

Mr. Konczewski is a registered Professional Engineer with over 9 years of experience in Phase I and II services. He is experienced in roadway planning and design, project coordination, traffic signal studies, maintenance of traffic, bike path design, and ADA design. He is proficient in many transportation software packages including MicroStation, GEOPAK Road, HCS, and AutoTURN.

MACIEJ KONCZEWSKI
 PE
Project Engineer

EDUCATION
 University of Illinois at Chicago
 Chicago, IL
 Bachelor of Science,
 Civil Engineering

PROFESSIONAL REGISTRATIONS
 Professional Engineer:
 Illinois 062-070569

FAA Small UAS Pilot:
 License No. 4336986

SELECTED CONTINUING EDUCATION
 National Association of City
 Transportation Officials
 Urban Bikeway Design

Bentley
 GEOPAK Training
 Advanced GEOPAK Training

PHASE I AND II, TRAFFIC STUDIES/SAFETY ENGINEERING SERVICES, DISTRICT 1, ILLINOIS DEPARTMENT OF TRANSPORTATION — Project Engineer for providing Phase I engineering services for multiple multi-year contracts directly to IDOT for the preparation of traffic engineering studies and crash studies for various locations throughout District One. Work included collection of field data such as condition diagrams, manual turning movement (full classification), traffic count data and relevant crash data, and related study correspondence. TEG performed traffic engineering analysis such as crash analysis, traffic signal warrant studies, road safety assessments, barrier warrant analysis and sight distance studies to determine recommended improvements. Reviews included individual intersections and roadway segments, as well as municipal and regional reviews. TEG also performed cost estimate and benefit-cost analysis for candidate projects to determine project eligibility for the annual Highway Safety Improvement Program (HSIP). TEG was also tasked with large scale safety evaluations of various roadway features. These included reviews of High Mast Light Towers, Unshielded Structures, Alternative Left Turn Treatments, and Pedestrian Safety. These District-wide and regional reviews involved data analysis, development of tools/procedures to facilitate reviews, data visualization and mapping integration, development of scoring/ranking system, and providing recommendations / guidelines to the District to use. TEG provided Arterial Operations support to assist the Department. This included; coordinating and tracking reviews and speed studies with Arterials Field Engineers; reviewing and responding to webmails and letters from citizens/ municipalities/ legislators. TEG assumed the duties of the Pedestrian Safety Engineer by providing reviews for pedestrian safety related items involving signing/stripping for pedestrian or trail crossings (including adherence to TRA 23 guidelines), detailed ADA reviews to ensure compliance and safety of crossing locations, and reviews/ approvals for Serious Safety Busing Hazards.

ON-CALL TRAFFIC AND SAFETY ENGINEERING, KANE COUNTY DEPARTMENT OF TRANSPORTATION — Project Engineer. TEG is providing on-call Traffic/Safety Engineering services for Kane County DOT for our 2nd multi-year contract. The project includes a wide variety of tasks, such as Speed Studies, Advisory Speed Determinations, Intersection Control Studies, Capacity Analysis, Guard Rail Analysis, Sight Distance Studies, Roundabout Reviews, PS&E Preparation, Engineering Plan Review, and Safety Studies (including HSIP evaluations and benefit cost analysis). Our initial task was to develop a road safety assessment of all intersections and roadways under KDOT jurisdiction for the entire county. This consisted of performing data analysis in ArcGIS/Excel, developing Intersection and Segment Peer Groups, assigning all locations to an appropriate Peer Group, and developing a Safety Tier Rating System. Work also included the completion of a system-wide safety analysis of five years of crash data in order to rate the relative safety of each location in comparison to its Peer Group. Detailed analysis included review of all traffic crash police reports, evaluation of existing conditions, identification of crash patterns and potential countermeasures, a cost-benefit analysis of countermeasures, and recommendations (short term and long term) for improvements. Data analysis and review tools were developed to allow County staff to easily use the crash data. This assessment was used as the foundation for many additional subsequent tasks. We provide annual updates to the assessment that include a comparison to previous years of data and identify negative/ positive trends. We have performed several county-wide reviews for systemic safety improvements. We developed data mapping and visualization tools for the end user

E X P E R I E N C E
P R O J E C T

(County staff). These tools allow the end user to select a location to automatically create a crash summary table and plot the crashes on a diagram (for intersections) or aerial map (for segments). We created a safety improvement matrix tool that allows the end user to select a location which then automatically incorporates the crash data, identifies crash patterns/problems and highlights improvements to address the issues. We have utilized these items to develop standards for various geometric and safety features in order to provide guidance and policy recommendations to the County.

PHASE I, TRAFFIC ENGINEERING CONSULTING SERVICES, VILLAGE OF ORLAND PARK — Project Engineer. TEG is performing on-call traffic engineering services for the Village of Orland Park. The project includes a variety of tasks on an as needed (work order) basis as projects and developments dictate. Services include traffic study reviews, traffic counts, intersection design, parking studies, parking circulation, parking layouts and traffic engineering studies. Specific traffic engineering tasks include but are not limited to capacity analysis, warrant analysis, safety studies, and geometric analysis. TEG provides feedback to Village staff and presents recommendation to Village Board and/or the Parking and Traffic Advisory Committee (PTAC) as appropriate.

PHASE I, VILLAGE-WIDE TRAFFIC STUDY, VILLAGE OF RIVER FOREST — Project Engineer. TEG is in the process of preparing a Village-Wide Traffic Study for the Village of River Forest. We are analyzing all primary routes to determine traffic volumes, crash rates, level of services (utilizing a Village-Wide Synchro model), and pedestrian access. We developed a survey questionnaire for Village residents to provide feedback on areas of concern. Based on the results of the survey, TEG is incorporating additional focus locations in the study. We also developed a traffic calming toolbox using a tiered system for implementation. This provides Village residents a comprehensive list of traffic calming improvements based on the level of need.

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

PHASE I, IL 59 AT CHAMPION ROAD, WILL COUNTY, ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION — Roadway Project Staff. This project included preliminary engineering for converting the intersection of IL 59 at Champion Rd from a minor-leg stop-controlled intersection to a signalized intersection. The scope of work also included the addition of sidewalk along the west side of IL 59, ADA compliant sidewalk corners, reconstruction of raised medians, resurfacing and restriping, and drainage improvements.

PHASE I, GARY AVENUE RECONSTRUCTION AND MULTI-USE PATH, CITY OF WHEATON— Project Engineer for Phase I engineering services for the roadway improvement project on Gary Ave from Jewell Rd to Harrison Ave. The project includes full depth pavement reconstruction, modification to a 3-lane cross section for the northern half of the limits, traffic signal installation (signal warrant analysis, capacity analysis, and intersection design study), extending an existing triple cell box culvert, new off-street multi-use path, providing curb and gutter to replace shoulders, drainage/storm sewer design, and analysis of impacts to wetlands and floodplains. The project also required capacity analysis and concept designs for potential traffic control modifications from an all-way stop control intersection to a roundabout and traffic signal.

PHASE I/II, KNOLLWOOD DRIVE IMPROVEMENTS, VILLAGE OF SCHAUMBURG — Project Engineer Phase I and II Engineering for the Knollwood Drive Improvements between Golf Road and Bode Road. The project improvements include complete reconstruction of Knollwood Drive within the project limits. Knollwood Drive will be reconstructed to maintain one lane of traffic in each direction with bike and parking accommodations. The scope of services includes topographic survey, parking study, Intersection Design Study (IDS) of Golf Road and Knollwood Drive, traffic counts, capacity analysis, conceptual drawings, alternatives analysis, public involvement, and detailed engineering, deliverables, coordination, and reporting.

PHASE I/II, WEATHERSFIELD WAY PROJECT, VILLAGE OF SCHAUMBURG — Project Engineer for Phase I and II Engineering Services (including processing of the Phase I approval through IDOT BLR&S) for this federally funded roadway resurfacing, shared use path, culvert rehabilitation, and street lighting project along Weathersfield Way from Braintree Drive to Salem Drive. The project includes HMA pavement resurfacing, pavement patching, sidewalk/curb ramp upgrades, minimal curb and gutter repairs, and pavement markings. TEG is also providing alternatives to provide for an off-street multi-use path and on-street parking lanes to prevent conflict between on-street amenities.



TOBY MICKEY, P.E. PTOE
SENIOR TRAFFIC ENGINEER

EDUCATION

Bachelor of Science in
Civil Engineering, May
1994
University of Illinois at
Urbana-Champaign

REGISTRATION

Licensed Professional
Engineer in Illinois,
License #062-053237
(1998)
Professional Traffic
Operations Engineer

TRAINING

IDOT Traffic Signal
Design Seminar 2010

COMPUTER SKILLS

Highway Capacity
Software
AutoCAD
AutoTURN
MicroStation V8i

**TRAFFIC SIGNAL
DESIGN
GUIDELINES
MANUALS**

Lake County Division of
Transportation

Kane County Division of
Transportation

McHenry County Division
of Transportation

EXPERIENCE PROFILE

Mr. Mickey has experience in Traffic and Transportation Engineering for over 26 years. He has been Project Manager for numerous traffic signal design projects, intersection design studies, traffic studies, and various traffic analyses and reports. His expertise includes traffic signal system design, railroad signal/traffic signal interconnect design, video vehicle detection design, intersection design studies and traffic studies. Mr. Mickey has managed projects for IDOT, Lake County Division of Transportation, Cook County Highway Department, Will County Highway Department, McHenry County Highway Department, the City of Naperville, the City of St. Charles, and for many private sector clients.

PROFESSIONAL EXPERIENCE

PHASE I: CRASH ANALYSIS REPORTS

US Rte. 30 from Dauberman Road to IL Rte. 47, Sugar Grove, IL.

Completed Crash Analysis Report for a section of US Rte. 30 from Dauberman Road to IL Rte. 47. Data analyzed for the report was for the five-year period from 2011 to 2015. Report included roadway segments analysis and intersection analysis, along with recommendations for reducing the total number of crashes.

I-74 outside of Champaign-Urbana, IL.

Completed Crash Analysis Report for a section of Interstate 74 outside of Champaign-Urbana. Data analyzed for the report was for the five-year period from 2013 to 2017. Report was part of a Phase I study for repair and rehabilitation to two bridges on I-74.

PHASE I: INTERSECTION DESIGN STUDIES (IDS)

Intersection of IL Rte. 83 (Kingery Hwy.) and Plainfield Road, Willowbrook, IL.

Developed IDS in conjunction with construction of Pete's Fresh Market in NE corner of intersection. Was responsible for signalized intersection capacity analysis, traffic volume projections, roadway geometric design, traffic signal design, and BDE 3100 Forms for intersection design exceptions.

Intersection of IL Rte. 60 (Townline Rd.) and Rivertree Court/Melody Farm Entrance, Vernon Hills, IL.

Developed IDS in conjunction with construction of Melody Farm development north of intersection. Was responsible for signalized intersection capacity analysis, traffic volume projections, roadway geometric design, traffic signal design, and BDE 3100 Forms for intersection design exceptions.

Intersection of IL Rte. 21 (Milwaukee Ave.) and IL Rte. 60 (Townline Rd.), Vernon Hills, IL.

Developed IDS in conjunction with construction of Melody Farm development at NE corner of intersection. Was responsible for signalized intersection capacity analysis, traffic volume projections, roadway geometric design, traffic signal design, and BDE 3100 Forms for intersection design exceptions.

Intersection of IL Rte. 43 (Waukegan Rd.) and McGaw Rd./Pulaski Memorial Dr., Waukegan, IL.

Developed IDS in conjunction with construction of Industrial development west of intersection. Was responsible for signalized intersection capacity analysis, traffic volume projections, roadway geometric design, traffic signal design, and BDE 3100 Forms for intersection design exceptions.

PHASE II: TRAFFIC SIGNALS:

55TH Street from Wolf Road to Brainard Avenue (Four Intersections) – IDOT District 1

Preparing Plans, Specifications and Estimates for Temporary and Permanent Traffic Signals at Four Existing Signalized Intersections – 55th Street and Wolf Road, 55th Street and Laurel Avenue, 55th Street and Willow Springs Road and 55th Street and Brainard

Avenue. Scope of work included: removal plans, pedestrian signals with visual countdown, emergency vehicle preemption, loop and radar detection, fiber optic interconnect to an existing coordinated system, field visits, utility coordination and coordination with local agencies – the City of Countryside. Mr. Mickey served as Design Engineer on this project.



TOBY MICKEY, P.E. PTOE
SENIOR TRAFFIC ENGINEER

US Route 45 at New Grass Lake Road/Millburn Road

Prepared Plans, Specifications and Estimates (PS&E) for the US 45 and relocated Grass Lake Road intersection. The scope of work included: Removal plans, Temporary signal plans, Permanent Traffic Signal Plans, Cable Plans, and Permanent Interconnect Plans. The plans were reviewed by both IDOT District 1 and the Lake County Division of Transportation. Mr. Mickey served as Design Engineer on this project.

IL Route 131 (Green Bay Road) at Kenosha Road

Prepared Plans, Specifications and Estimates (PS&E) for the IL 131 and relocated Kenosha Road intersection. The scope of work included: Permanent Traffic Signal Plan and Cable Plan. The plans were prepared to IDOT District 1 design standards. Mr. Mickey served as Design Engineer on this project.

Perryville Road and Hutchins Road

Prepared Plans, Specifications and Estimates (PS&E) for the Perryville Road and Hutchins Road intersection in conjunction with the Discount Tire store opening. The scope of work included: Permanent Traffic Signal Plans, Cable Plans, and Permanent Interconnect Plans. The plans were prepared according to IDOT District 2 design standards. Mr. Mickey served as Design Engineer on this project.

McFarland Road and Spring Creek Road

Prepared Plans, Specifications and Estimates (PS&E) for the McFarland Road and Spring Creek Road intersection in conjunction with the Meijer store opening. The scope of work included: Permanent Traffic Signal Plans, Cable Plans, and Permanent Interconnect Plans. The plans were prepared according to City of Rockford design standards. Mr. Mickey served as Design Engineer on this project.

US Route 20 at IL Route 59 (D-91-012-13)

Prepared Plans, Specifications and Estimates (PS&E) for the US 20 and IL 59 North and South ramps for Temporary Traffic Signal Plans, Permanent Traffic Signal Plans, Cable Plans, Temporary Interconnect Plans and Permanent Interconnect Plans. Mr. Mickey was responsible for QA/QC on this Project.

IL Route 83 (Kingery Hwy.) at Plainfield Road, Willowbrook, IL

Prepared Temporary and Permanent Traffic Signal Plans, Cable Plans, and Summary of Quantities in conjunction with construction of Pete's Fresh Market store on NE corner of intersection. Mr. Mickey served as Design Engineer for the project.

IL Route 83 (Kingery Hwy.) at Town Center Road, Willowbrook, IL

Prepared Permanent Traffic Signal Plan, Cable Plan, and Summary of Quantities in conjunction with construction of Pete's Fresh Market store on NW corner of intersection. Mr. Mickey served as Design Engineer for the project.

IL Route 60 (Townline Rd.) at Rivertree Court/Melody Farm Entrance, Vernon Hills, IL

Prepared Permanent Traffic Signal Plan, Cable Plan, and Summary of Quantities in conjunction with construction of Melody Farm development north of the intersection. Mr. Mickey served as Design Engineer for the project.

OTHER EXPERIENCE

Traffic Study Reviews
Traffic Signal Plan Reviews
Traffic Signal Construction Observation
Chicago Department of Transportation Traffic Signal Plans
Geometric Design
Pavement Marking Design

Mr. Smith has experience in the planning and design of federally funded and locally funded municipal projects and IDOT projects. His experience includes accident/intersection analysis, roadway planning, underground utility design, environmental studies, and field inspection and documentation. He is proficient in many transportation software packages including MicroStation, Geopak, OpenRoads, ArcGIS, Synchro, HCS and AutoCAD.

KYLE SMITH
Project Support Staff

EDUCATION
Bradley University
Peoria, IL
Bachelor of Science,
Civil Engineering

PROJECT EXPERIENCE

PHASE I, TRAFFIC ENGINEERING CONSULTING SERVICES, VILLAGE OF ORLAND PARK

— Project Staff Engineer. TEG is performing on-call traffic engineering services for the Village of Orland Park. The project includes a variety of tasks on an as needed (work order) basis as projects and developments dictate. Services include traffic study reviews, traffic counts, intersection design, parking studies, parking circulation, parking layouts and traffic engineering studies. Specific traffic engineering tasks include but are not limited to capacity analysis, warrant analysis, safety studies, and geometric analysis. TEG provides feedback to Village staff and presents recommendation to Village Board and/or the Parking and Traffic Advisory Committee (PTAC) as appropriate.

PHASE I, VILLAGE-WIDE TRAFFIC STUDY, VILLAGE OF RIVER FOREST

— Project Staff Engineer. TEG is in the process of preparing a Village-Wide Traffic Study for the Village of River Forest. We are analyzing all primary routes to determine traffic volumes, crash rates, level of services (utilizing a Village-Wide Synchro model), and pedestrian access. We developed a survey questionnaire for Village residents to provide feedback on areas of concern. Based on the results of the survey, TEG is incorporating additional focus locations in the study. We also developed a traffic calming toolbox using a tiered system for implementation. This provides Village residents a comprehensive list of traffic calming improvements based on the level of need.

ON-CALL TRAFFIC AND SAFETY ENGINEERING, KANE COUNTY DEPARTMENT OF TRANSPORTATION

— Project Staff Engineer providing on-call Traffic/Safety Engineering services for Kane County DOT for various locations throughout the county. The project includes a wide variety of tasks, such as Speed Studies, Advisory Speed Determinations, Intersection Control Studies, Capacity Analysis, Guard Rail Analysis, Sight Distance Studies, Roundabout Reviews, PS&E Preparation, Engineering Plan Review, and Safety Studies. Responsibilities have included a safety assessment of all intersections and roadways under KDOT jurisdiction for the entire county. This consisted of setting up base layers in ArcGIS, developing Intersection and Segment Peer Groups, assigning all locations to an appropriate Peer Group, and developing a Safety Tier Rating System. Work also included the completion of a system-wide safety analysis of five years of crash data in order to rate the relative safety of each location in comparison to its Peer Group, which TEG updates on an annual basis. The top 5% locations for each Peer Group were identified for a more detailed analysis. The detailed analysis included review of all traffic crash police reports, evaluation of existing conditions, identification of crash patterns and potential countermeasures, a cost-benefit analysis of countermeasures, and recommendations (short term and long term) for improvements.

PHASE I, VARIOUS/VARIOUS DISTRICT 1 (PTB 190, ITEM 12 AND (PTB 181, ITEM 7), VARIOUS SAFETY ASSESSMENT PROJECTS, ILLINOIS DEPARTMENT OF TRANSPORTATION

— Project Staff Engineer providing Phase I engineering services directly to IDOT for the preparation of traffic engineering studies and accident studies for various locations. Work included collection of field data such as condition diagrams, manual turning movement (full classification), traffic count data and relevant crash data, and related study correspondence. TEG performed traffic engineering analysis such as crash analysis, traffic signal warrant studies, barrier warrant analysis and sight distance studies to determine recommended improvements. Reviews included intersections and roadway segments.

Mr. Vander Zee is a registered Professional Engineer with over 7 years of experience in Phase I, II and III services. His primary assignments have been in traffic and safety roles, including working as an in-house consultant in IDOT District 1's Bureau of Traffic. Kyle serves a major support role in TEG's current KDOT Traffic Studies contract, and he played a key part in the development of the Annual Safety Assessment program.

KYLE VANDER ZEE
 PE
Project Engineer

PHASE I AND II, TRAFFIC STUDIES/SAFETY ENGINEERING SERVICES, DISTRICT 1, ILLINOIS DEPARTMENT OF TRANSPORTATION — Project Engineer for providing Phase

I engineering services for multiple multi-year contracts directly to IDOT for the preparation of traffic engineering studies and crash studies for various locations throughout District One. Work included collection of field data such as condition diagrams, manual turning movement (full classification), traffic count data and relevant crash data, and related study correspondence. TEG performed traffic engineering analysis such as crash analysis, traffic signal warrant studies, road safety assessments, barrier warrant analysis and sight distance studies to determine recommended improvements. Reviews included individual intersections and roadway segments, as well as municipal and regional reviews. TEG also performed cost estimate and benefit-cost analysis for candidate projects to determine project eligibility for the annual Highway Safety Improvement Program (HSIP). TEG was also tasked with large scale safety evaluations of various roadway features. These included reviews of High Mast Light Towers, Unshielded Structures, Alternative Left Turn Treatments, and Pedestrian Safety. These District-wide and regional reviews involved data analysis, development of tools/procedures to facilitate reviews, data visualization and mapping integration, development of scoring/ranking system, and providing recommendations / guidelines to the District to use. TEG provided Arterial Operations support to assist the Department. This included; coordinating and tracking reviews and speed studies with Arterials Field Engineers; reviewing and responding to webmails and letters from citizens/ municipalities/ legislators. TEG assumed the duties of the Pedestrian Safety Engineer by providing reviews for pedestrian safety related items involving signing/striping for pedestrian or trail crossings (including adherence to TRA 23 guidelines), detailed ADA reviews to ensure compliance and safety of crossing locations, and reviews/ approvals for Serious Safety Busing Hazards.

ON-CALL TRAFFIC AND SAFETY ENGINEERING, KANE COUNTY DEPARTMENT OF TRANSPORTATION—Project Engineer. TEG is providing on-call Traffic/Safety Engineering

services for Kane County DOT for our 2nd multi-year contract. The project includes a wide variety of tasks, such as Speed Studies, Advisory Speed Determinations, Intersection Control Studies, Capacity Analysis, Guard Rail Analysis, Sight Distance Studies, Roundabout Reviews, PS&E Preparation, Engineering Plan Review, and Safety Studies (including HSIP evaluations and benefit cost analysis). Our initial task was to develop a road safety assessment of all intersections and roadways under KDOT jurisdiction for the entire county. This consisted of performing data analysis in ArcGIS/Excel, developing Intersection and Segment Peer Groups, assigning all locations to an appropriate Peer Group, and developing a Safety Tier Rating System. Work also included the completion of a system-wide safety analysis of five years of crash data in order to rate the relative safety of each location in comparison to its Peer Group. Detailed analysis included review of all traffic crash police reports, evaluation of existing conditions, identification of crash patterns and potential countermeasures, a cost-benefit analysis of countermeasures, and recommendations (short term and long term) for improvements. Data analysis and review tools were developed to allow County staff to easily use the crash data. This assessment was used as the foundation for many additional subsequent tasks. We provide annual updates to the assessment that include a comparison to previous years of data and identify negative/positive trends. We have performed several county-wide reviews

EDUCATION

Dordt College
 Sioux Center, Iowa
 Bachelor of Science,
 Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer:
 Illinois 062-072409

SELECTED CONTINUING EDUCATION

BENTLEY
 GEOPAK Training

MCTRANS
 Highway Safety Manual and
 Highway Capacity Software
 Training

EXPERIENCE
 PROJECT

for systemic safety improvements. We developed data mapping and visualization tools for the end user (County staff). These tools allow the end user to select a location to automatically create a crash summary table and plot the crashes on a diagram (for intersections) or aerial map (for segments). We created a safety improvement matrix tool that allows the end user to select a location which then automatically incorporates the crash data, identifies crash patterns/problems and highlights improvements to address the issues. We have utilized these items to develop standards for various geometric and safety features in order to provide guidance and policy recommendations to the County.

PHASE I, IL-394 AND BURVILLE ROAD RESTRICTED CROSSING U-TURN (RCUT), WILL COUNTY, ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION — Project Roadway Staff. This project included preliminary engineering for converting IL-394 and Burville Road from a minor leg stop controlled intersection to an innovative Restricted Crossing U-turn intersection. The conversion to an RCUT intersection included installation of a raised concrete median to restrict through movements and left-turn movements on Burville Road while channelizing left turning traffic from IL-394. U-turn lanes were proposed to be added on the north and south legs of IL-394 as well as curb bump outs to provide adequate space for the design vehicle making wide turns out of the U-turn lanes. Individual responsibilities included preparation of Environmental Survey Request (ESR) documents, plan and profile sheets, typical sections, crash analysis, capacity analysis, Traffic Management Plan (TMP), cost estimate, public outreach, and development of the Project Report.

PHASE I, TRAFFIC ENGINEERING CONSULTING SERVICES, VILLAGE OF ORLAND PARK — Project Engineer. TEG is performing on-call traffic engineering services for the Village of Orland Park. The project includes a variety of tasks on an as needed (work order) basis as projects and developments dictate. Services include traffic study reviews, traffic counts, intersection design, parking studies, parking circulation, parking layouts and traffic engineering studies. Specific traffic engineering tasks include but are not limited to capacity analysis, warrant analysis, safety studies, and geometric analysis. TEG provides feedback to Village staff and presents recommendation to Village Board and/or the Parking and Traffic Advisory Committee (PTAC) as appropriate.

PHASE I, VILLAGE-WIDE TRAFFIC STUDY, VILLAGE OF RIVER FOREST — Project Staff Engineer. TEG is in the process of preparing a Village-Wide Traffic Study for the Village of River Forest. We are analyzing all primary routes to determine traffic volumes, crash rates, level of services (utilizing a Village-Wide Synchro model), and pedestrian access. We developed a survey questionnaire for Village residents to provide feedback on areas of concern. Based on the results of the survey, TEG is incorporating additional focus locations in the study. We also developed a traffic calming toolbox using a tiered system for implementation. This provides Village residents a comprehensive list of traffic calming improvements based on the level of need.

PHASE I, IL 59 AT CHAMPION ROAD, WILL COUNTY, ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION — Roadway Project Staff. This project included preliminary engineering for converting the intersection of IL 59 at Champion Rd from a minor-leg stop-controlled intersection to a signalized intersection. The scope of work also included the addition of sidewalk along the west side of IL 59, ADA compliant sidewalk corners, reconstruction of raised medians, resurfacing and restriping, and drainage improvements. Individual responsibilities included preparation of the Intersection Design Study (IDS), Environmental Survey Request (ESR) documents, plan and profile sheets, typical sections, ADA sidewalk design, crash analysis, capacity analysis, Traffic Management Plan (TMP), cost estimate, and development of the Project Report.

PHASE II, BERWYN TOWNSHIP ADA IMPROVEMENTS, COOK COUNTY, ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION – Project Engineer. TEG is performing design of over 90 sidewalk corners to meet current ADA standards. The sidewalk corners included in this project are located along the Harlem Avenue corridor and the Ogden Avenue corridor in Berwyn Township. Individual responsibilities include development of plans, special provisions, estimates of cost and time, and compilation of maximum extent practicable (MEP) forms.

PHASE I, CONCEPTUAL ACCESS JUSTIFICATION REPORT, COOK COUNTY, ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION — Project Engineer. This project included the development of a conceptual Access Justification Report (AJR). The scope of work for the conceptual AJR required TEG to follow the format of a full AJR but refrain from going into the depth and detail required by a full AJR. Therefore, with some exceptions, the conceptual AJR followed the framework of Chapter 37 of IDOT’s Bureau of Design and Environment Manual which includes the FHWA Interstate Access Policy Points. Individual responsibilities included using Highway Capacity Software (HCS) analyze current traffic conditions as well as “build” and “no-build” conditions for the I-80 eastbound to I-294 northbound ramp. Results of the capacity analysis were included in the final report along with background information, impact to communities, safety analysis, and a preliminary cost estimate.

PHASE II, I-55 AT IL 59 DIVERGING DIAMOND INTERCHANGE, WILL COUNTY, ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION – Roadway Project Staff. As a subconsultant, TEG is performing hydraulic modeling and analysis, drainage, erosion and sediment control, removals, landscaping, and QA/QC and constructability review.

Mr. Yuratovac has over 23 years of experience leading and managing Phase I and II Engineering projects with a focus on Traffic and Safety Engineering. He is recognized as one of the leading safety /traffic engineers in Illinois and has partnered with IDOT as a Traffic Safety Program Manager for nearly 10 years. He has also led Kane County’s Annual Safety Assessment for the last 5 years, utilizing an innovative combination of Excel, Visual Basic and ArcGIS to identify and prioritize safety needs.

JAMES YURATOVAC
 PE, PTOE, RSP
Project Manager

EXPERIENCE PROJECT

PHASE I AND II, TRAFFIC STUDIES/SAFETY ENGINEERING SERVICES, DISTRICT 1, ILLINOIS DEPARTMENT OF TRANSPORTATION — Project Manager for providing Phase I engineering services for multiple multi-year contracts directly to IDOT for the preparation of traffic engineering studies and crash studies for various locations throughout District One. Work included collection of field data such as condition diagrams, manual turning movement (full classification), traffic count data and relevant crash data, and related study correspondence. TEG performed traffic engineering analysis such as crash analysis, traffic signal warrant studies, road safety assessments, barrier warrant analysis and sight distance studies to determine recommended improvements. Reviews included individual intersections and roadway segments, as well as municipal and regional reviews. TEG also performed cost estimate and benefit-cost analysis for candidate projects to determine project eligibility for the annual Highway Safety Improvement Program (HSIP).TEG was also tasked with large scale safety evaluations of various roadway features. These included reviews of High Mast Light Towers, Unshielded Structures, Alternative Left Turn Treatments, and Pedestrian Safety. These District-wide and regional reviews involved data analysis, development of tools/procedures to facilitate reviews, data visualization and mapping integration, development of scoring/ranking system, and providing recommendations / guidelines to the District to use. TEG provided Arterial Operations support to assist the Department. This included; coordinating and tracking reviews and speed studies with Arterials Field Engineers; reviewing and responding to webmails and letters from citizens/ municipalities/ legislators. TEG assumed the duties of the Pedestrian Safety Engineer by providing reviews for pedestrian safety related items involving signing/ striping for pedestrian or trail crossings (including adherence to TRA 23 guidelines), detailed ADA reviews to ensure compliance and safety of crossing locations, and reviews/ approvals for Serious Safety Busing Hazards.

GENERAL ENGINEERING SERVICES, CITY OF WEST CHICAGO — Traffic Engineer. TEG has served as the City’s Consulting Engineer for various Capital Improvement Programs since March 2008. Annual duties and responsibilities include performing traffic reviews, traffic reports, pavement analysis, conditional ratings, and roadway inventory; sidewalk analysis, conditional ratings, and inventory; CIP planning, design and construction of the City’s street improvement program(s), sidewalk maintenance program, crack sealing program, pavement striping program, curb rehabilitation program, alley maintenance program, and utility replacement programs, utilizing local, MFT, STP and ARRA funds, and DuPage CDBG grant monies. Individual responsibilities have included preparing traffic studies, intersection design studies, traffic signal plans and other traffic engineering related items for city, as well as performing reviews of those same items that were submitted to West Chicago by developers and other agencies.

ON-CALL TRAFFIC AND SAFETY ENGINEERING, KANE COUNTY DEPARTMENT OF TRANSPORTATION — Project Manager. TEG is providing on-call Traffic/Safety Engineering services for Kane County DOT for our 2nd multi-year contract. The project includes a wide variety of tasks, such as Speed Studies, Advisory Speed Determinations, Intersection Control Studies, Capacity Analysis, Guard Rail Analysis, Sight Distance Studies, Roundabout Reviews, PS&E Preparation, Engineering Plan Review, and Safety Studies (including HSIP evaluations and benefit cost analysis).

EDUCATION

University of Illinois at Urbana-Champaign
 Bachelor of Science, Material Science and Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer: Illinois (062-060059)

Professional Traffic Operations Engineer: Certificate Number 4071

Road Safety Professional: Certificate Number 149

PROFESSIONAL ASSOCIATIONS & RECOGNITIONS

Institute of Transportation Engineers
 Illinois Road and Transportation Builders Association

SELECTED CONTINUING EDUCATION

Traffic Engineering and Safety Conference
 Intersection Safety & Geometric Design
 UIUC Advanced Traffic Capacity Workshop
 Traffic Calming Design Guidelines
 Highway Capacity Design – ITE
 Highway Capacity Analysis
 IDOT – Road Safety Assessment

Our initial task was to develop a road safety assessment of all intersections and roadways under KDOT jurisdiction for the entire county. This consisted of performing data analysis in ArcGIS/Excel, developing Intersection and Segment Peer Groups, assigning all locations to an appropriate Peer Group, and developing a Safety Tier Rating System. Work also included the completion of a system-wide safety analysis of five years of crash data in order to rate the relative safety of each location in comparison to its Peer Group. Detailed analysis included review of all traffic crash police reports, evaluation of existing conditions, identification of crash patterns and potential countermeasures, a cost-benefit analysis of countermeasures, and recommendations (short term and long term) for improvements. Data analysis and review tools were developed to allow County staff to easily use the crash data. This assessment was used as the foundation for many additional subsequent tasks. We provide annual updates to the assessment that include a comparison to previous years of data and identify negative/positive trends. We have performed several county-wide reviews for systemic safety improvements. We developed data mapping and visualization tools for the end user (County staff). These tools allow the end user to select a location to automatically create a crash summary table and plot the crashes on a diagram (for intersections) or aerial map (for segments). We created a safety improvement matrix tool that allows the end user to select a location which then automatically incorporates the crash data, identifies crash patterns/problems and highlights improvements to address the issues. We have utilized these items to develop standards for various geometric and safety features in order to provide guidance and policy recommendations to the County.

PHASE I, TRAFFIC ENGINEERING CONSULTING SERVICES, VILLAGE OF ORLAND PARK — Project Manager. TEG is performing on-call traffic engineering services for the Village of Orland Park. The project includes a variety of tasks on an as needed (work order) basis as projects and developments dictate. Services include traffic study reviews, traffic counts, intersection design, parking studies, parking circulation, parking layouts and traffic engineering studies. Specific traffic engineering tasks include but are not limited to capacity analysis, warrant analysis, safety studies, and geometric analysis. TEG provides feedback to Village staff and presents recommendation to Village Board and/or the Parking and Traffic Advisory Committee (PTAC) as appropriate.

PHASE I, VILLAGE-WIDE TRAFFIC STUDY, VILLAGE OF RIVER FOREST — Project Manager. TEG is in the process of preparing a Village-Wide Traffic Study for the Village of River Forest. We are analyzing all primary routes to determine traffic volumes, crash rates, level of services (utilizing a Village-Wide Synchro model), and pedestrian access. We developed a survey questionnaire for Village residents to provide feedback on areas of concern. Based on the results of the survey, TEG is incorporating additional focus locations in the study. We also developed a traffic calming toolbox using a tiered system for implementation. This provides Village residents a comprehensive list of traffic calming improvements based on the level of need.

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

PHASE I AND II, WARRENVILLE ROAD ROADWAY IMPROVEMENTS AND BICYCLE ACCOMMODATIONS, DUPAGE COUNTY, ILLINOIS — Project Engineer. Planning and design engineering services were provided for concept studies and the preparation of contract plans, specifications and estimates for modifications and/or roadway improvements that can accommodate on-street bicyclists. Intersection improvements, traffic signal modernization, patching, curb & gutter, and shoulder & parkway improvements, including sideway modifications for ADA compliance, were all included as part of the project. The project also involved field survey, concept studies, the development of plan sheets, calculation of contract quantities, assembling of project specifications, and development of the project cost estimate for a 3 mile length of this county route.

PHASE I, GARY AVENUE RECONSTRUCTION AND MULTI-USE PATH, CITY OF WHEATON — Project Manager for Phase I engineering services for the roadway improvement project on Gary Ave from Jewell Rd to Harrison Ave. The project includes full depth pavement reconstruction, modification to a 3-lane cross section for the northern half of the limits, traffic signal installation (signal warrant analysis, capacity analysis, and intersection design study), extending an existing triple cell box culvert, new off-street multi-use path, providing curb and gutter to replace shoulders, drainage/storm sewer design, and analysis of impacts to wetlands and floodplains.



State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.059098

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER



CURTIS R CORNWELL



MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

16486636

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.060059

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER



JAMES M YURATOVAC



MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

16173367

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.070569

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER



MACIEJ J KONCZEWSKI



MARIO TRETTO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

16196373

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.072409

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER



KYLE J VANDER ZEE



MARIO TRETTO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

16170491

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Thomas Engineering Group, LLC

I. LEGAL ACTIONS

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

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**ATTACHMENT B
DISCLOSURE AFFADAVIT**

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Thomas E. Gill, as President
Name Title

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

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

II. DISCLOSURE OF OWNERSHIP INTERESTS

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:		
Telephone:		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: <input style="width: 100px;" type="text"/>
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
Thomas E. Gill		68 %
Gregory A. Benske		21 %
Kevin C. VanDeWoestyne		11 %
		%
		%

C. SOLE PROPRIETORSHIP

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

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

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



Signature

07/19/2023

Date

Thomas E. Gill

President

Name (Type or Print)

Title

Subscribed and sworn to before me

this 19th day of July 2023



Notary Public



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

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

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

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

4. Determining MBE/WBE Utilization

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

5. Submission of Proposals

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

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

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

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

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

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:

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

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

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

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

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

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

9. Failure To Achieve Goals

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

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

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

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

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

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

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

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

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

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

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

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

10. Reporting and Record-Keeping Requirements

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

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

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

11. Disqualification of MBE or WBE

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

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

due to unforeseen circumstances.

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

14. Non-Compliance

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

15. Severability

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

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SCHEDULE B
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

SCHEDULE B

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

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

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

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

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

1. Financial decisions _____

2. Management decisions such as:

a. Estimating _____

b. Marketing and Sales _____

c. Hiring and firing of management personnel _____

d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

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

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

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

SCHEDULE B

Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

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

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

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

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

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

Notary Public

Commission expires:
(SEAL)

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

(SCHEDULE FOLLOWS)

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

Name of Project: _____

Project Number: _____

FROM:

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

TO:

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

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

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

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

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

(SCHEDULE FOLLOWS)

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

Name of Project: TBD

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

President - Thomas Gill

Title and duly authorized representative of

Thomas Engineering Group, LLC

Name of Professional Service Provider whose address is

238 South Kenilworth Avenue, Oak Park, IL 60302

in the City of Oak Park, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
TBD	Traffic Study Services	\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		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:

Thomas Engineering Group, LLC
Name of Contractor (Print)

09/16/2024
Date

(855) 533-1700
Phone


Signature

Thomas Gill
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____