



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 (PS2064A)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

AECOM TECHNICAL SERVICES, INC.

FOR

TRAFFIC STUDY SERVICES (PS2064A)

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

FIRM NAME:	AECOM
CONTACT NAME:	Stanley Wang
CONTACT TELEPHONE:	(312) 373-6714
CONTACT EMAIL:	Stan.Wang@aecom.com
ADDRESS:	303 E. Wacker Drive, Suite 1400 Chicago, IL 60101

Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

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EXECUTION PAGE
TRAFFIC STUDY SERVICES – PS2064A

THIS AGREEMENT effective as of January 1, 2016, 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

AECOM TECHNICAL SERVICES, INC. with offices at 303 E. WACKER DRIVE.

SUITE 1400 CHICAGO IL 60601 (the "**Consultant**").
Address City State Zip

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:

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Address City State Zip

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TRAFFIC STUDY SERVICES - PS2064A

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Date: _____

Mayor Rahm Emmanuel
Chairman

ATTEST:

Lori Ann Lypson
Secretary

Date: 9/20/16

CONSULTANT: _____

Denise M. Casano
President Senior Vice President

Date: 1/25/16

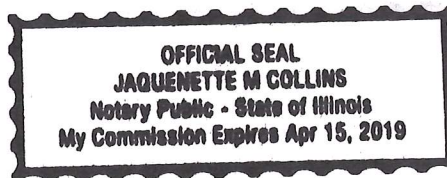
AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: COOK

State of: IL

Subscribed and sworn to before me by DENISE M. CASANO and AECOM TECHNICAL SERVICES, INC.
on behalf of Consultant this 25 day of JAN, 20 16.

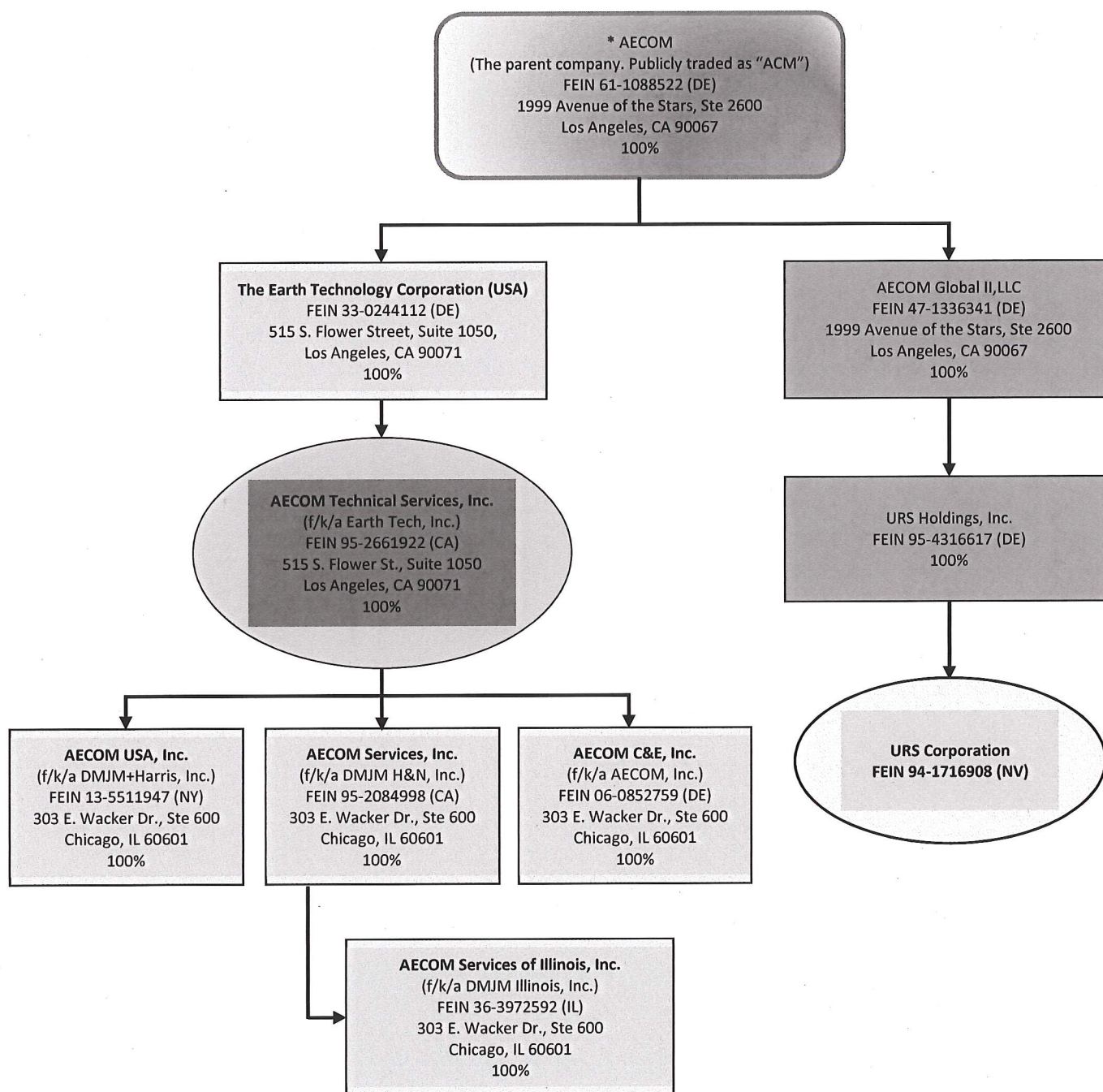
Jaquenne M. Collins
Notary Public
My Commission expires: 4-15-19
(SEAL OF NOTARY)



Approved as to form and legality:

Anne L. Fredel
Neal & Leroy, LLC

Date: 9-20-16



** Effective 1/5/15, AECOM Technology Corporation changed its name to AECOM.*

As of June 30, 2015, the single largest shareholder of AECOM ("ACM") is FMR LLC, a Fidelity company, which is a registered investment adviser that holds beneficially for its third party investors approximately 14.88% of ACM stock.

Wellington Management Company, LLP, ("Wellington Management") an investment advisor, holds approximately 8.07% of the shares of ACM stock. Wellington Management, in its capacity as investment advisor, may be deemed to beneficially own the shares of ACM which are held of record by clients of Wellington Management.

The Vanguard Group ("Vanguard") holds approximately 6.48% of ACM stock and has sole power to dispose or to direct the disposition of a portion of the shares and shared power to dispose or to direct the disposition of the remaining shares.

BlackRock Inc. ("BlackRock"), a holding company, holds approximately 6.05% of ACM stock. BlackRock has sole power to dispose or to direct the disposition of all of its shares.

Neither FMR LLC, Wellington Management, Vanguard nor BlackRock participate in ACM's day-to-day operations or policy and decision making processes. Their respective shares of ACM stock may change at any time, which will be disclosed to the U.S. Securities and Exchange Commission as public record.

**AECOM Technical Services, Inc.
Officers and Directors**

AECOM Technical Services, Inc. Board of Directors

Michael Kolloway

David Gan

Preston Hopson

AECOM Technical Services, Inc. Officers

Timothy H. Keener

Anshooman Aga

Robert S. Ledford

Vahid Ownjazayeri

Todd D. Mazza

Chief Executive Officer and President

Chief Financial Officer, Treasurer and Senior Vice President

Chief Operating Officer

Chief Growth Officer

Chief Information Officer

Robert Grim

Donna Cote

Corporate Senior Vice President

Corporate Vice President

Louis J. Armstrong

Jay Badame

Scot Bini

Stephen C. Brinigar

Brian Burgher

Ed Cettina

Sundararajan Dhamotharan

Gary A. Engle

Frank Gorry

Michael R. Just

Ira A. Levy

Ian MacLeod

Pete Marchetto

Jacinta McCann

Daniel P. McQuade

Robert J. Pell

Jane C. Penny

Loren Smith

Robert L. Sorvillo

Matthew Sutton

Frank Sweet

Kenneth M. Tyrrell

Richard P. Wolsfeld, Jr.

Executive Vice President

Executive Vice President

Executive Vice President

Executive Vice President

Executive Vice President

Executive Vice President

Executive Vice President

Executive Vice President

Executive Vice President

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Executive Vice President

Executive Vice President

Executive Vice President

Executive Vice President

Brian Adams

Steve M. Aman

Paul P. Anderson

Victor Auvinen

Mark Ballard

Samara Barend

Jeffrey S. Berk

John A. Bischoff

Senior Vice President

Senior Vice President

Senior Vice President

Senior Vice President

Senior Vice President

Senior Vice President

Senior Vice President

Senior Vice President

AECOM Technical Services, Inc.
Officers and Directors

Rickey (Rick) L. Brannon, Jr.	Senior Vice President
Karl Brazauskas	Senior Vice President
Michael Brennan	Senior Vice President
Michael A. Burgess	Senior Vice President
Kenneth V. Butler	Senior Vice President
John J. Cardoni	Senior Vice President
Denise M. Casalino	Senior Vice President
Steven J. Chapin	Senior Vice President
Timothy D. Chinn	Senior Vice President
Jay Clare	Senior Vice President
Dave Clancy	Senior Vice President
Michael A. Clark	Senior Vice President
Frank Coffman	Senior Vice President
Kevin Cornish	Senior Vice President
Michelle Council	Senior Vice President
Matthew Cummings	Senior Vice President
Joseph A. Curreri	Senior Vice President
Robert M. Czarnecki	Senior Vice President
Greg Deaver	Senior Vice President
Charles David Dickey, Jr.	Senior Vice President
Daniel W. Donahue	Senior Vice President
Leonard Dorr	Senior Vice President
Shelby G. Eckols	Senior Vice President
Scott K. Edelman	Senior Vice President
Robert Edelstein	Senior Vice President
F. Ross Edwards	Senior Vice President
David A. Ellerbroek	Senior Vice President
Stephen Engblom	Senior Vice President
Daniel G. Faust	Senior Vice President
Joel B. Farrier	Senior Vice President
Cuneyt Feizoulof	Senior Vice President
Herbert Fry	Senior Vice President
Kenneth Fredrickson	Senior Vice President
C. Steve Garrett	Senior Vice President
Cheryl Giggetts	Senior Vice President
Elise R. Greenspan	Senior Vice President/Assistant Secretary
Adbol Haghayeghi	Senior Vice President
Michael Handelman	Senior Vice President
Elliott A. (Al) Hannum	Senior Vice President
Judy Herman	Senior Vice President/Assistant Secretary
Bill Hjelholt	Senior Vice President
J. Scott Hodge	Senior Vice President
Richard Hope	Senior Vice President
Darcy Immerman	Senior Vice President
Steven T. Johnson	Senior Vice President

AECOM Technical Services, Inc.
Officers and Directors

Christopher Kane	Senior Vice President/Assistant Secretary
James J. Kang	Senior Vice President
Glen T. Kartalis	Senior Vice President
Deborah S. Klem	Senior Vice President
Bruce Koenig	Senior Vice President
Siamak Kusha	Senior Vice President
Keith G. Landry	Senior Vice President
John M. Lannon	Senior Vice President
Robert W. Leonetti	Senior Vice President
Roger S. Lichtman	Senior Vice President
James K. Lowe	Senior Vice President/Assistant Secretary
Charles Manning	Senior Vice President
Diana C. Mendes	Senior Vice President
Thomas Mertens	Senior Vice President
Marilyn Miller	Senior Vice President
Rudolph Mina	Senior Vice President
James W. Mitchell	Senior Vice President
Mark S. Morris	Senior Vice President
Joseph G. Moss, Jr.	Senior Vice President
Bruce Moulds	Senior Vice President
Stephan Nalefski	Senior Vice President
John Nagy	Senior Vice President
Jack Norris	Senior Vice President
Bijan Pashanamaei	Senior Vice President
Euford Steven Pearson	Senior Vice President
Olga Perkovic	Senior Vice President
David W. Pino	Senior Vice President
David L. Pleau	Senior Vice President
Stephen J. Polechronis	Senior Vice President
Frank Pollare	Senior Vice President
Paul Praylo	Senior Vice President
Natalia (Natasha) Raykhman	Senior Vice President
Robert Rittmeyer	Senior Vice President
John W. Robinett	Senior Vice President
Terry Rookard	Senior Vice President
Heather C. Royston	Senior Vice President
Russel P. Rudden	Senior Vice President
Paul F. Ryan	Senior Vice President
Maynard Dale Sands	Senior Vice President
Abbas Sarmad	Senior Vice President
Edward J. Schmeltz	Senior Vice President
Todd G. Schwendeman	Senior Vice President
Steve Scott	Senior Vice President
Richard Simon	Senior Vice President
Steve Sowder	Senior Vice President
John F. Spencer	Senior Vice President

AECOM Technical Services, Inc.
Officers and Directors

John Spyhalski	Senior Vice President
Rod Staponski	Senior Vice President
Michael D. Steer	Senior Vice President
Kevin Stubblebine	Senior Vice President/Assistant Secretary
Louis A. Tucciarone	Senior Vice President
Kenneth E. Vinson	Senior Vice President
Jekabs P. Vittands	Senior Vice President
Robert A. Waitkus	Senior Vice President
John B. Waldron	Senior Vice President
Christopher O. Ward	Senior Vice President
Robert B. Ward	Senior Vice President
Ross Wimer	Senior Vice President
Carol F. Brandenburg-Smith	Assistant Secretary
Howard Cohen	Associate Vice President/Assistant Secretary
Andrew Dopheide	Assistant Secretary
Aren Fairchild	Vice President/Secretary
Scott Hillman	Assistant Secretary
Chris Karpathy	Vice President/Assistant Secretary
Jon Mahoney	Vice President/Assistant Secretary
Robert Orlin	Vice President/Assistant Secretary
Jamie Peterson	Assistant Secretary
Sarah Sabunas	Assistant Secretary

Entity Name: The Earth Technology Corporation (USA)

Name	Title	Title Role
Gan, David Y.	Director	Director
Kolloway, Michael R.	Director	Director
Rudd, William Troy	Director	Director
Burke, Michael S.	President	Officer
Kolloway, Michael R.	Secretary	Officer
Rudd, William Troy	Treasurer	Officer

Entity Name: AECOM

Name	Title	Title Role
Fordyce, James H.	Director	Director
Frist, William D.	Director	Director
Griego, Linda	Director	Director
Joos, David W.	Director	Director
Ouchi, William G	Director	Director
Routs, Robert J.	Director	Director
Rutledge, William P.	Director	Director
Schmitz, Clarence T.	Director	Director
Stotlar, Douglas W.	Director	Director
Wolfenbarger, Janet Carol	Director	Director
Burke, Michael S.	Chairman of the Board	Director
Dionisio, John M.	Chairman Emeritus	Director
Tishman, Daniel	Vice Chairman	Director
Burke, Michael S.	Chief Executive Officer	Officer
Ching, Christina	Corporate Secretary	Officer
Christofferson, Carla J.	Executive Vice President, General Counsel	Officer
Donnelly, Michael J.	Group President, End Markets	Officer
Finch, Mary E.	Executive Vice President, Chief Human Resources Officer	Officer
Kadenacy, Stephen M.	President and Chief Financial Officer	Officer
McQuade, Daniel P.	Group President, Building Construction	Officer
Osborne, Ronald E.	Senior Vice President, Controller	Officer
Rudd, William Troy	Executive Vice President/Chief Financial Officer	Officer
Werner, Frederick W.	Group President, Design and Consulting Services	Officer
Wotring, Randall A.	Group President, Management Services	Officer

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 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. **CW System** or **CW** 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 www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_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. **CW 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 CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW 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 CW 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 two (2) 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 CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$300,000.00. 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 CW 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 CW 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 ATTACHMENT E.
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

B.1. General Scope of Services – Traffic Study Consultant

The Traffic Study Consultant will enter into a task order agreement with the PBC. 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. The term of this Agreement will terminate when all Services required have been completed to the reasonable satisfaction of the Commission. The Traffic Study Consultant contract will be executed in a Lump Sum Format, on a project by project basis.

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

B.2.1. Data Collection:

B.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 scope of work, special requirements, schedule, site access, and any other particular items that are required for the successful completion of a traffic study.

B.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.

B.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.

B.2.1.4. Existing Conditions Summary Exhibit: The Consultant shall prepare an existing conditions diagram summarizing the identified field conditions.

B.2.2. Field Investigation:

B.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.

B.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.

B.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.

B.2.3. Trip Generation and Traffic Assignment

B.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.

B.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.

B.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.

B.2.4. Analysis and Recommendation

B.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.

B.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

B.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.

B.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

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 of the Final Traffic Study (including all summary diagrams and analysis) and one electronic PDF file on CD to the PBC Project Manager within two (2) weeks after receiving comments.

B.2.6. Additional Studies (if needed)

B.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.

B.2.6.2 Parking Facility Analysis: The Consultant shall analyze and make recommendation for impacts due to a parking garage associated with the project.

B.2.6.3 Perform counts on Specific modes of transportation (car, bike, bus, and walk).

B.2.6.4 Compile and assemble all information needed to draft a traffic management plan.

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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 a negotiated, lump sum fee basis ("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.
- 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.
- C1.3. 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 (via contract addendum).

C.2 METHOD OF PAYMENT

- .2.1. **Invoices.** The Consultant will submit invoices, via CW, 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.

SCHEDULE D

INSURANCE REQUIREMENTS

In general, unless otherwise specified in the assigned Task Order, 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 the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners 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 of Chicago, the City of Chicago and the User Agency and Owners must be named as Additional Insured on a primary, non-contributory basis.

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, specifications, data, media, and 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.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 changes, 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 Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners and 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 Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners 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.

Consultant must submit the following:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 1001 or similar

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Lori Bryson (213)-346-5464 06510-exp-PLPr-15-16 Chicag GAPLPr 02 2021		CONTACT NAME: PHONE (A/C No, Ext): E-MAIL: ADDRESS: FAX (A/C No):	
INSURED AECOM AECOM Technical Services, Inc. 303 East Wacker Drive, Suite 1400 Chicago, IL 60601		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: N/A N/A INSURER C: ACE American Insurance Company 22667 INSURER D: Illinois Union Insurance Co 27960 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

LOS-001990963-02

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Business/All Risk Property/ Valuable Papers/Contractors Eq			GPA-D37432465	04/01/2015	04/01/2016	Limit \$1,000,000 Deductible \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Professional Services Agreement, Traffic Study Services (PS2064A).

The Public Building Commission of Chicago and the City of Chicago and the User Agency and Owners are named as additional insureds for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Severability Of Interest/Cross Liability is included for General Liability coverage. Contractual Liability is included in the General Liability coverage.

CERTIFICATE HOLDER

Public Building Commission of Chicago
Attention: Raven DeVaughn, Director of Procurement
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

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
of Marsh Risk & Insurance Services
James L. Vogel

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ACORD 25 (2014/01)

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001 - AECOM - exp-2064a - 20150401
00000 - 01-14-06-07

AGENCY CUSTOMER ID: 06510

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 303 East Wacker Drive, Suite 1400 Chicago, IL 60601
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other

Policy Covers

ARCHITECTS & ENG.

PROFESSIONAL LIAB.

Policy Details

Insr Ltr: D (Illinois Union Insurance Co)

Policy Number: EON G21654693

Eff. Dt. 10/08/2014 Exp. Dt. 04/01/2016

Limits

Per Claim/Agg : 2,000,000

Defense Included :

Other deductibles may apply as per policy terms and conditions.

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

2/1/2016

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 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 Insurance Brokers, LLC
19800 MacArthur Blvd., Suite 1250
CA License #0F15767
Irvine 92612
949-252-4400

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: *** SEE ATTACHMENT ***

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED 1075642 AECOM
AECOM Technical Services, Inc.
750 Corporate Woods Pkwy.
Vernon Hills IL 60061

COVERAGES AECTE01

CERTIFICATE NUMBER: 13882040

REVISION NUMBER: XXXXXXXX

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			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX
							MED EXP (Any one person) \$ XXXXXXXX
							PERSONAL & ADV INJURY \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	OTHER:						\$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	ANY AUTO <input type="checkbox"/>						BODILY INJURY (Per person) \$ XXXXXXXX
	ALL OWNED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident) \$ XXXXXXXX
	HIRED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	SCHEDULED AUTOS <input type="checkbox"/>						\$ XXXXXXXX
	NON-OWNED AUTOS <input type="checkbox"/>						
	UMBRELLA LIAB <input type="checkbox"/>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	EXCESS LIAB <input type="checkbox"/>						AGGREGATE \$ XXXXXXXX
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	SEE ATTACHED ACORD 101	1/1/2016	1/1/2017	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement. Traffic Study Services (PS2064A). Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER

13882040

Public Building Commission of Chicago
Raven DeVaughn,
Director of Procurement
Richard J. Daley Center
50 West Washington Street, Room 200
Chicago, IL 60602

CANCELLATION See Attachments

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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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

2. KEY PERSONNEL & APPLICABLE LICENSES

A. Respondent shall submit a matrix as defined on page 14 of the RFQ.

Team Member Name	Role	Availability/ Strength of Personnel	Resumes	Years with Current Firm	Copies of Current Licenses
Wang, Stan	Project Manager	✓	✓	✓	✓
Matt Latourneaul	QA/QC Manager	✓	✓	✓	✓
Jim LeVan	Traffic Engineer	✓	✓	✓	✓
Jenna Brose	Traffic Analyst	✓	✓	✓	✓

B, C & D.

Resumes of key personnel, along with a;; copies of their current licenses and specific traffic management experience immediately follow.



JENNA R. BROSE

Traffic Analysis

FIRM

AECOM

YEARS OF EXPERIENCE

6

EDUCATION

BS - Civil & Environmental Engineering, University of Wisconsin, Madison, 2011

Certificate, Business, University of Wisconsin, Madison, 2011

REGISTRATIONS

Engineer in Training - WI

AFFILIATIONS

Institute of Transportation Engineers

American Society of Civil Engineers

Ms. Brose is a transportation engineer with experience in traffic engineering, transportation planning (Phase I), and detailed design (Phase II). Her project experience includes signal design, signal timing, operational analyses, safety studies, and traffic control such as detour routes and signing and marking. Ms. Brose is proficient in the use of MicroStation, HCS, Synchro, and VISSIM.

Relevant Experience

Chicago Department of Transportation, Division of Engineering, Central Loop Bus Rapid Transit Phase II, Chicago, Illinois. Design Engineer for the final design of Chicago's first full-time Bus Rapid Transit (BRT) system through the downtown Loop that will greatly improve transit and bicycle mobility. Improvements will include the implementation of dedicated bus lanes on Washington, Madison, Canal, and Clinton Streets through the Loop; construction of in-street bus platforms providing infrastructure for BRT service elements such as level boarding and dynamic bus arrival displays; the construction of

protected bicycle lanes on Randolph and Washington Streets and a two-way protected "cycle track" on Clinton Street. Responsibilities include roadway geometric design, signing/pavement marking design, traffic signal design, signal timing/coordination, and grading/drainage design.

Illinois Department of Transportation - District 1, Circle Interchange I-90/94 and I-290/Congress Parkway Phase I, Chicago, Illinois. Traffic Engineer evaluating detour schemes and temporary signal timings for several advance contracts including the reconstruction of the Morgan Street Bridge over I-290; the west and east halves of the Harrison Street Bridge over I-90/94; and the Northwest Flyover from northbound I-90/94 to westbound I-290.

Illinois Department of Transportation - District 1, Circle Interchange I-90/94 and I-290/Congress Parkway Phase II, Chicago, Illinois. Traffic Modeler on this fast-tracked project intended to improve one of the worst traffic bottlenecks in the country that affects over 400,000 vehicles daily. Developed VISSIM traffic microsimulation models to study existing operations, screen potential alternatives, and validate the preferred alternative on I-90/94 and I-290 between the I-55 Interchange to the Ohio Street Interchange.

Illinois Department of Transportation, District 1, Geometrics Program Management Special Studies, Chicago, Illinois. Traffic engineer and modeler providing support to the District 1 Geometrics Engineer on special projects such as the VISSIM evaluation of improvement alternatives for the outbound I-90/94 Edens Junction.

City of Sheboygan, STH 42 Intersection Design, Sheboygan, Wisconsin. Transportation engineer in the signal design and temporary signal design for three intersections along STH 42.

Indiana Department of Transportation, Traffic Forecasting On-Call, Indianapolis, Indiana. Traffic analysis to develop traffic forecasts for various projects on an on-call basis.

West Lake Corridor Commuter Rail Extension Project, Northern Indiana Commuter Transportation District, Lake County, Indiana. Traffic analyst for the evaluation of projected traffic impacts from the new rail service and park-and-ride facilities.

MATT LETOURNEAU

QA/QC

FIRM

AECOM

EDUCATION

B.S., Civil Engineering, Marquette University, 1998

LICENSES/REGISTRATIONS

Illinois PE, #062055763 (2002)

Indiana PE, #10809110 (2008)

Michigan PE, #6201049766 (2003)

Texas PE, #97836 (2006 – inactive)

Wisconsin PE, #32709-006 (2004)

PTOE, #1203 (2003)

P.Eng. – Ontario (2013)

YEARS OF EXPERIENCE

With AECOM 4

With Other Firms 12

PROFESSIONAL AFFILIATIONS

Illinois Section of ITE (Institute of Transportation Engineers)

– Past President (2009)

ITE International, Transportation System Management &

Operations (TSM&O) Awards Committee Chair

ITS Midwest – Director (IL)

Illinois Road and Transportation Builders Association (IRTBA)

– Emerging Leaders Program (2008/09)

TRAINING AND CERTIFICATIONS

“Microcomputer Applications in Traffic Signal Timing,”

Northwestern University Traffic Institute

“Applied Systems Engineering for Advanced Transportation Projects,” CITE

“Turbo Architecture Software Training,” National Highway Institute (NHI)

“Rural ITS Toolbox,” NHI

Mr. Letourneau has over sixteen years of experience in the field of Intelligent Transportation Systems (ITS), as well as numerous projects involving traffic engineering, highway design, and implementation throughout North America.

Mr. Letourneau has worked in all facets of ITS project delivery. He has developed, updated, or provided oversight for ITS architectures for numerous state and local agencies, including statewide ITS architectures for Illinois, Wisconsin, Pennsylvania, and Maine. Mr. Letourneau has also authored

several ITS strategic plans at the county, regional, and statewide level. These plans, all based on the Systems Engineering Process, included development of concepts of operation, technology analyses, benefit/cost analyses, implementation planning, and operations and maintenance planning. At the design level, Mr. Letourneau has served as project manager for some of the largest ITS implementations in the Midwest over the past decade, including the Elgin-O'Hare Western Access ITS Design, the WIS 441 ITS design in Appleton, and the Indianapolis Advanced Traffic Management System. Mr. Letourneau has also provided technical expertise for ITS design-build projects in Indiana, Toronto, and Nevada.

Mr. Letourneau also brings experience at all levels of traffic signal layout, design, and analysis for various clients in Illinois and Wisconsin. This includes overseeing traffic data collection; volume redistributions and projections; development of various types of traffic studies including traffic signal warrant checks, trip generation, and capacity analysis; and traffic signal plan, specification, and estimate development.

Mr. Letourneau serves as the office quality officer for the URS Chicago office. In this role he is responsible for overseeing the local client satisfaction program, conducting quality audits and reviews on projects in all disciplines, and enforcing the URS Quality Management System.

Experience

Traffic Signal System Design

US Route 45/LaGrange Road, 179th Street to 131st Street, Orland Park/Palos Park/Tinley Park, IL – Illinois Department of Transportation (IDOT) – 2012-2013 – Traffic Signal Design Lead. As traffic signal design lead, developed Phase II traffic signal plans, specifications, and estimates for eighteen (18) intersections, including signal interconnect and temporary traffic control for some locations that involved up to fourteen (14) different maintenance of traffic stages. The designs ranged from limited traffic signal infrastructure adjustment on sidestreets to complete modernizations along LaGrange Road, as well as the design of a new signal at Creek Road and LaGrange. This fast-paced project required coordination with utilities, design consultants for adjacent projects, and local agencies.

Illinois High Speed Rail Initiative, Statewide Illinois – Illinois Department of Transportation (IDOT) – 2011-2017 – Project Engineer. As Project Engineer, led all traffic-related aspects of this project, which involves over 250 intersections of various

levels of complexity adjacent to IDOT's proposed high speed (110 mph) passenger rail line between Chicago and St. Louis. Tasks include traffic analysis in support of the conceptual, preliminary, and final geometric design of these intersections. Through this project, Mr. Letourneau has conducted numerous traffic signal warrants analyses, developed traffic impact studies, and performed railroad crossing preemption calculations and reporting. As many intersections move from preliminary to final design, Mr. Letourneau is leading the Phase II (final) traffic signal design for certain locations, including Reynolds Street & Ladd Street in Pontiac, IL.

US Route 34 & Frontenac Street, Aurora, IL – Illinois Department of Transportation (IDOT) – 2012 – Traffic Signal Engineer. As Traffic Signal Engineer, developed plans, specifications, and estimates for the intersection of US Route 34 (Ogden Avenue) and Frontenac Street as part of a nearby railroad crossing grade separation.

95th Street Extension from Plainfield-Naperville Road to Boughton Road, Naperville and Bolingbrook, IL – Will County Department of Highways – 2011 – Project Engineer. As Project Engineer for the development of Phase II construction plans and documents for the 2 mile extension of 95th Street in the City of Naperville and Village of Bolingbrook. Responsible for temporary and permanent traffic signal plans.

Ashland Avenue Traffic Signal Interconnect, Chicago, IL – Chicago Department of Transportation (CDOT) – Project Manager. Served as Project Manager for the coordination and preparation of design plans for a traffic signal interconnect system with ITS elements on Ashland Avenue on the near west side of Chicago. This project included the design of traffic signal interconnect for the modernization, design, and interconnection of traffic signals from Lake Street north to Elston Avenue.

87th Street Traffic Signal Interconnect, Chicago, IL – Chicago Department of Transportation (CDOT) – Quality Manager. Served as Quality Manager for the coordination and preparation of design plans for a traffic signal interconnect system with ITS elements on 87th Street between State Street (I-94 On-Ramp) and Western Avenue. This project included both signal design and ITS elements. Through this project, an aged system of 15 fixed timed stand-alone signals and coordinated intersection clusters will be replaced with updated signal equipment interconnected by either fiber optic cable or wireless communications.

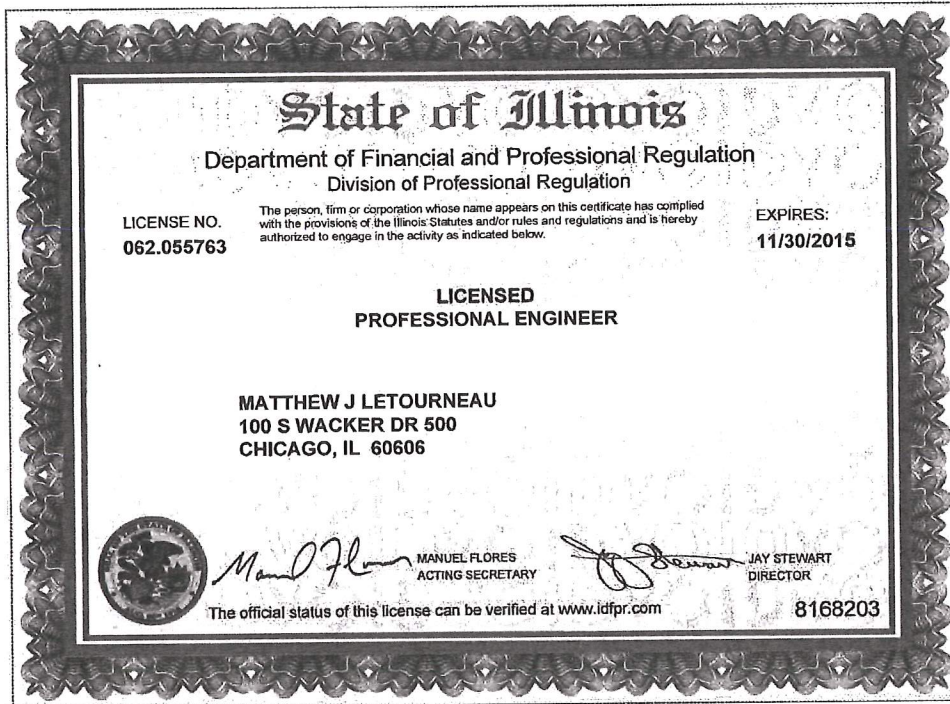
Pulaski Road Traffic Signal Interconnect with ITS, Chicago, IL – Chicago Department of Transportation (CDOT) – Quality

Manager. Served as Quality Manager for the coordination and preparation of design plans for a traffic signal interconnect system with ITS elements on Pulaski Road on the southwest side of Chicago. This project included the design of traffic signal modifications and modernizations throughout the corridor, as well as the interconnection of traffic signals along Pulaski Road in the project area. Provided quality assurance/quality control (QA/QC) and performed quantification of traffic signals and interconnect design elements. The project included the redesign of 23 traffic signals along six miles of Pulaski Road from I-55 to 85th Street, including vehicle detector placement, video camera placement, traffic signal design, signal timing plans, and routing of fiber optic cable along the corridor to each field device.

ITS Planning, Design, and Implementation

Elgin-O'Hare Western Access (Illinois Tollway) – 2013-2015 – Task Lead. Task Lead for intelligent transportation systems, all-electronic tolling, and traffic signals for the project, which involves the extension of the Elgin O'Hare Expressway from I-290 to the Chicago O'Hare International Airport. The design includes 1.6 miles of new tollway road, two service interchanges at Prospect Avenue and Wood Dale Road, roadway widening and reconstruction at Prospect Avenue, Mittel Blvd. and Wood Dale Road, and new frontage roads. Mr. Letourneau is leading the design of fiber optic and power infrastructure, toll plazas, and temporary & permanent traffic signal systems.

ITS Design Services Upon Request, Northern Illinois – Illinois State Toll Highway Authority (Illinois Tollway) – 2007-2010 & 2012-2014 – Project Manager. As Project Manager, Mr. Letourneau coordinated design and construction management services for the Illinois Tollway on two multi-year work order contracts. Work tasks included research into emerging ITS technologies (e.g., video analytics); development of an Invitation for Bid (IFB) for the procurement and installation of a security monitoring system at the Tollway Central Administration Building; design and construction support services for microwave detection along I-90 from Elgin to Rockford and weigh-in-motion stations along I-94 and I-80; development of a Remote Traffic Microwave Sensor (RTMS) operations and maintenance plan, the creation of an ITS Equipment Labeling specification, an ITS Deployment Guide, and an ITS Commissioning Guide for the Tollway.



Cut on Dotted Line ✂



JIM LEVAN

Traffic Engineer

FIRM
AECOM

PROFESSIONAL REGISTRATIONS
2008/URS Certified Project Manager
PE/IL/062-050422/1996

AREAS OF EXPERTISE
Civil Engineering
Roadway Geometrics
Traffic Signal Plans
Intersection Design Studies
Maintenance of Traffic Plans
Project Management

EDUCATION
BS/Civil Engineering/1990/Purdue University
Post Baccalaureate Certificate/Computer Information Systems
and Programming/2002/Purdue University
Masters in Engineering, focus in Engineering Management /
University of Idaho/ 2011

Mr. LeVan has over nineteen years of experience in the civil engineering field and has been responsible for many phases of roadway design and management. His design experience includes concept, preliminary and final design of varying roadway types ranging from local streets to interchange design. Mr. LeVan has designed many intersections, roadway alignments, profiles, and cross sections and other plan elements such as staging, signing, and striping plans, quantity take-offs, and specification writing.

Experience

Brush College Road, Phase I Study, Decatur, IL (IDOT): Highway Geometric Engineer for the Phase I design of 3 intersections and development of Intersection Design Studies. The scope of Phase I engineering services included design studies to determine the most feasible option for providing adequate capacity to handle the future traffic volumes in a safe and efficient manner for the Brush College Road crossing of the Norfolk Southern Railroad. The study included replacement of the existing deteriorating 1923 underpass structure that carries NSRR over Brush College. The study was extended to include the William Street intersection (to the south) and the Faries Parkway intersection (to the north). The project will increase safety and mobility for businesses and future industrial development along the Brush College Road corridor.

Belmont Road Grade Separation, Phase II, Downers Grove, IL (Metra): Project Roadway Engineer and Quality Control for final stages of Grade Separation Project. Provided broad and detailed level assessment and directed final corrections to the civil engineering elements of the Pre-Final Plans. Involved in various roadway design and plan elements for final design PS&E which consisted of a 3-Track RR Bridge Over Belmont Road, a Pedestrian Underpass Tunnel with access Ramps & Stairwells Adjacent to Tunnel, a Lowered & Reconstructed Highway with Interchange Ramps, Burlington / Warren Ave. Highway Bridge over Belmont Road, Pump Station for Underpass, Public Utility Relocations under RR Tracks & along Length of Project (Storm, Sanitary & Water), New Parking Lots with Underground Stormwater Detention Systems, Retaining Walls, Reconfigured Tracks with New Commuter Boarding Platform, New Traffic Signal at Haddow Ave.

Belmont Rd and Prairie Avenue Intersection Improvement, Phases I and II, Downers Grove, IL (DuPage County DOT): Project Manager for the Phase I Report (CE-II), with Intersection Design Study, for the intersection of Belmont Road and Prairie Avenue. Also, Project Manager and Project Engineer for the Phase II PS&E for the Prairie Avenue intersection, which was let as an attachment to the Belmont Road Grade Separation Project. The roadway improvements added channelization to the Prairie Avenue intersection to incorporate improvements with the adjacent Belmont Road grade separation project.

Belmont Rd and Curtiss Street Intersection Improvement, Phase I, Downers Grove, IL (DuPage County DOT): Project Manager for the Phase I Report (CE-II), with Intersection

Design Study. The roadway improvements added channelization to the Curtiss Street intersection to incorporate improvements with the adjacent Belmont Road grade separation project.

95th Street/Museum Drive Improvement (Village of Oak Lawn, Illinois): Project Engineer for the preparation of a Traffic Study to determine traffic signal warrants for a new extension of Museum Drive at 95th Street for the Village of Oak Lawn. The extension of Museum Drive is planned to alleviate congestion currently occurring from the existing parking garage that serves commercial businesses and Metra commuter parking. The current exit onto 95th Street is immediately adjacent to the severely skewed at-grade crossing of 95th Street and the Metra Southwest Service line. The proposed extension would intersect 95th Street at a safe distance from the rail crossing. The study utilized existing traffic counts, projected traffic from future development and a redistribution of current traffic patterns as part of the Signal Warrant Analysis.

95th Street Extension (Will County Department of Highways): Roadway Geometrics Engineer for the development of Phase II construction plans and documents for the 2 mile extension of 95th Street in the City of Naperville and Village of Bolingbrook. Project included new roadway alignment and new bridge crossing the DuPage River, roadway widening, roadway reconstruction, intersection improvements, traffic signal design, maintenance of traffic plans, stormwater design, and permitting.

Peoria to Macomb Highway Corridor Study, Peoria/Macomb, Illinois (IDOT): As Project Engineer, assisted on a highway/freeway corridor study and alignment study for a proposed 60-mile corridor from Peoria, IL to Macomb, IL. Responsibilities included layout of a 70 MPH design speed divided highway through developed and undeveloped areas, while being sensitive to many types of environmental, farmland, wetland, and residential impacts. Developed traffic projections and analysis for entire 60 miles of project. Provided review and QC for 8 interchange design studies and 5 intersection design studies. Developed technical memos for the entire corridor, such as: Analysis of traffic impacts for the entire corridor to be used on Intersection and Interchange Design Studies. and Traffic Management Analysis and constructability technical memo. Was lead technical writer for project Design Report.

Wacker Drive Viaduct Reconstruction Value Engineering (City of Chicago Department of Transportation, Bureau of Bridges and Transit): Project Engineer assembling Value Engineering study and presentation.

TOD supplement, Planning Report, Village of Midlothian: Project Engineer assigned as primary author for a report to study transportation and parking related items as a supplement to a Village of Midlothian TOD Report.

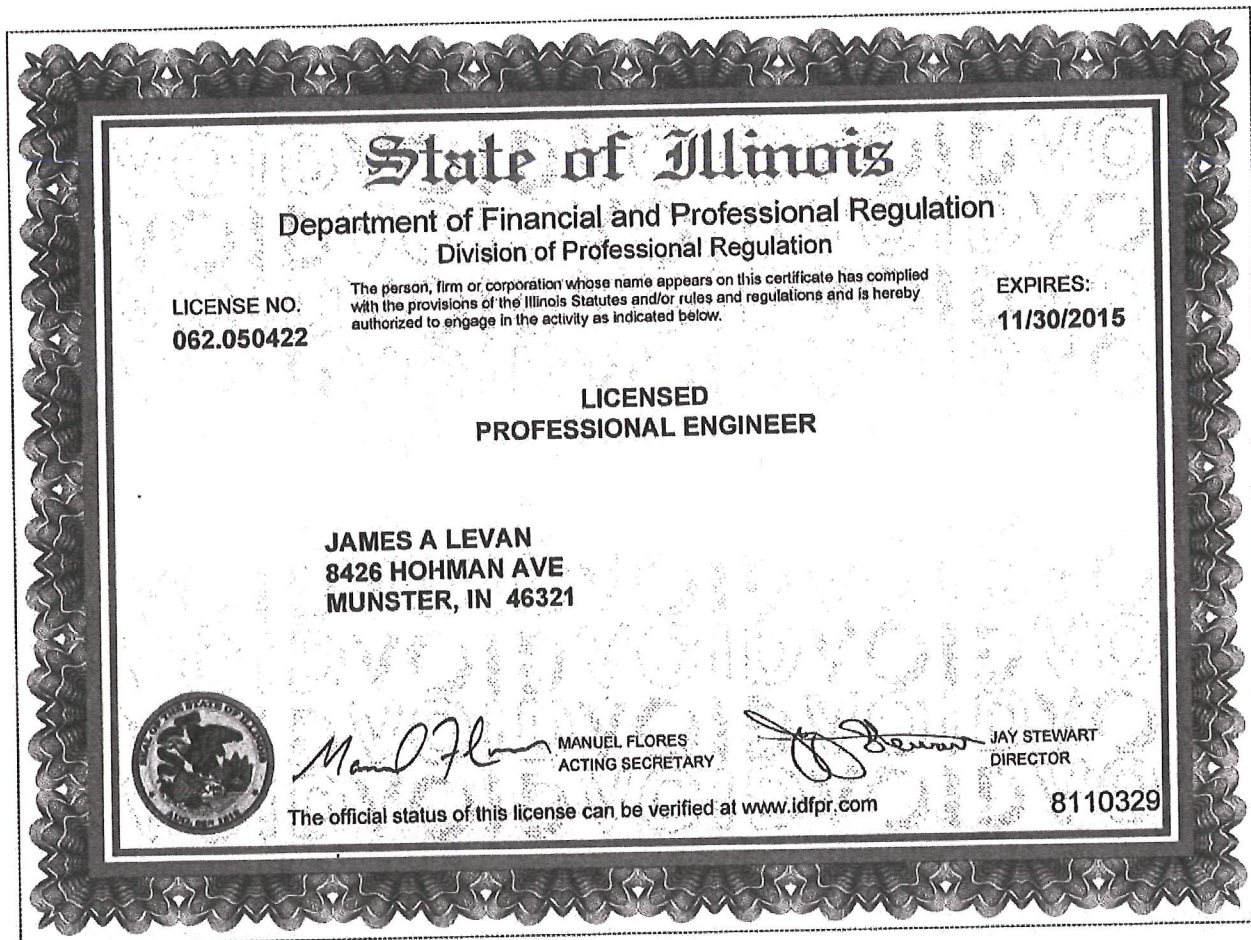
Hegewisch High Level Platforms (NICTD): Project Engineer on NICTD project to construct high-level boarding platforms at existing Hegewisch Commuter Station. Responsible for preparation of civil engineering plans in a multidiscipline plan set that included civil, rail, structural, electrical, and architectural disciplines. Civil engineering portion included track drainage, parking lot modification, and assisting with track layout plans.

I-294 Widening (Illinois State Toll Highway Authority): Task Manager on I294 south section (8942) final plans with responsibility for Maintenance of Traffic plans. The project consists of upgrading the mainline from a 6 lane basic section to an 8 lane basic section and modifying the 159th interchange to include CD Roads. The MOT plans consist of approximately 150 sheets with 5 basic stages and several sub-stages. Unique items included in the plans were temporary ramp connections utilizing temporary traffic signals, the use of a counterflow lane, temporary drainage considerations, and consideration of I-Pass-only traffic entering and departing the existing mainline toll plaza.

In 2006, Project Engineer on I294 south section (8942) final plans with responsibility for repackaging and design changes resulting from a value engineering study. Management responsibilities included coordinating design team efforts to produce final plans under a very short schedule.

Local Street Reconstruction (Wood Dale, Illinois): Project Manager and Lead Project Engineer for the 2004 Local Street Improvements for Wood Dale, Illinois. This was an IDOT MFT funded project. The project consisted of reconstructing 2-3 miles of the existing shoulder section local streets to curb and gutter sections, and adding storm sewer systems. Responsibilities include verifying all roadway elements, quantities, and producing contract documents/specifications.

Greenwood Road, Dolton, Illinois (Cook County Highway Department): Project Manager and Lead Project Engineer on the Greenwood Road Part-B reconstruction plans in Dolton, IL. This was a Cook County Highway funded project. The project consisted of reconstructing almost 3 miles of the existing 2-lane shoulder section to a 2-lane curb and gutter section, and adding a storm sewer system. Responsibilities included verifying all roadway elements, maintenance of traffic, traffic signal modifications, quantities, and producing contract documents/specifications.



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STANLEY L. WANG

Project Manager

FIRM

AECOM

YEARS OF EXPERIENCE

With AECOM: 16

With other firms: ?

EDUCATION

MS - Civil Engineering, University of Illinois, 1999

BS - Civil Engineering, University of Illinois, 1998

REGISTRATIONS

Professional Engineer - Illinois

Professional Traffic Operations Engineer

AFFILIATIONS

Institute of Transportation Engineers, Associate Member

American Council of Engineering Companies of Illinois,
Chicago Agencies Committee, 2012-

Mr. Wang is a civil and traffic engineer with a variety of experience in the planning and design of urban roadways and infrastructure. His roadway design experience includes a mix of preliminary engineering/planning (Phase I) and final design (Phase II) projects, with specific skills in urban roadway and complex intersection design; construction staging/maintenance of traffic; streetscape improvements; planning and design of complete street solutions to incorporate transit, bicycle, and pedestrian facilities; roadway signing, sign structure design, Phase I coordination, and project development reports; and preparation of construction plans, specifications, and opinions of cost. Mr. Wang's traffic engineering expertise covers urban arterials, major expressways, and complex interchanges including traffic simulation modeling; traffic forecasting; freeway, arterial, and local intersection analysis; transit signal priority strategies and technologies; traffic signal design; and signal timing/coordination. He has several years of project management experience on large and small planning and design projects, leading diverse multi-disciplinary teams and coordinating the talents of project staff, specialty subconsultants, and resources from other AECOM offices.

Relevant Experience

Chicago Department of Transportation, Division of Engineering, Central Loop Bus Rapid Transit Phase II, Chicago, Illinois. Design Engineer for the final design of Chicago's first full-time Bus Rapid Transit (BRT) system through the downtown Loop that will greatly improve transit and bicycle mobility. Improvements will include the implementation of dedicated bus lanes on Washington, Madison, Canal, and Clinton Streets through the Loop; construction of in-street bus platforms providing infrastructure for BRT service elements such as level boarding and dynamic bus arrival displays; the construction of protected bicycle lanes on Randolph and Washington Streets and a two-way protected "cycle track" on Clinton Street. Responsibilities include roadway geometric design, signing/pavement marking design, traffic signal design, signal timing/coordination, and grading/drainage design.

Illinois Department of Transportation - District 1, Circle Interchange I-90/94 and I-290/Congress Parkway Phase I, Chicago, Illinois. Lead traffic engineer on this fast-tracked project intended to improve one of the worst traffic bottlenecks in the country that affects over 400,000 vehicles daily. Responsible for conducting the traffic assessment providing the primary justification of the need for this project and assisting in the development of geometric design alternatives. Work included managing the collection and processing of necessary data including an aerial reconnaissance origin-destination study; the development of VISSIM traffic microsimulation models to study operations on I-90/94 and I-290 between the I-55 Interchange to the Ohio Street Interchange; and the interpretation and presentation of modeled results for public consumption.

Chicago Department of Transportation, Division of Engineering, Milwaukee Avenue Section 3, Chicago, Illinois. Project manager for the final design and preparation of construction plans, specifications, and engineer's opinion of cost for roadway improvements to one mile of Milwaukee Avenue between Kilpatrick

Avenue and Addison Street, including viaduct clearance improvements beneath Metra and Union Pacific rail bridges. Improvements included new sidewalk, pavement, trunk sewer, water main, traffic signals, and ornamental streetlighting.

Chicago Department of Transportation, Division of Project Development, Central Area Transitway: East-West Corridor Bus Rapid Transit Phase I, Chicago, Illinois. Lead engineer for a preliminary engineering study to introduce Bus Rapid Transit (BRT) through the Chicago Loop. Design of this new system included the development of complete street solutions to balance the needs of pedestrians, transit, bicycles, cars, and on-street parking; managed the demands of existing vehicular traffic; and incorporated new in-street boarding platforms within the existing roadway width. The study included the analysis of traffic operations for over 40 signalized intersections within the Chicago Loop using Synchro, the assessment of lane and curbside utilization, development of preliminary designs for dedicated bus lane and protected bicycle lane corridors, identification of necessary traffic signal upgrades, and the implementation of transit signal priority (TSP).

Chicago Transit Authority, Jeffery Boulevard Corridor - Bus Rapid Transit Pilot, Chicago, Illinois. Lead engineer for the preliminary engineering of a pilot project to implement the first Bus Rapid Transit (BRT)-style service on the Jeffery Boulevard Corridor leading to the Chicago Loop. Project components include part-time dedicated bus lanes, highlighted bus stations, traffic signal upgrades, and transit signal priority (TSP) equipment.

Chicago Department of Transportation, Division of Engineering, Western Avenue Viaduct over Belmont Avenue Phase I Design, Chicago, Illinois. Traffic engineer responsible for overseeing the traffic analysis and preparation of five intersection design studies for Western Avenue from Schubert Avenue to Addison Street, including two complex intersections: one 6-legged at Elston/Fullerton and one proposed 5-legged at Clybourn/Belmont.

Chicago Department of Transportation, Division of Engineering, Division Street Bascule Bridges, Chicago, Illinois. Traffic engineer responsible for overseeing the traffic analysis and preparation of five intersection design studies for Division Street across Goose Island between Elston Avenue and Larrabee Street.

Illinois Department of Transportation, District 1, Geometrics Program Management Special Studies, Chicago, Illinois. Traffic engineer providing support to the District 1 Geometrics Engineer on special projects including conducting an origin-destination study to define traffic

patterns at the Cumberland Circle with Golf and Wolf Roads in Des Plaines, Illinois. Overseeing the development of VISSIM traffic microsimulation models to evaluate the benefit of upgrading the Cumberland Circle to a modern roundabout; preparing a feasibility study to identify and assess options to improve the intersection of Stony Island Avenue with 79th Street and South Chicago Avenue; and reviewing various traffic studies prepared by other consultants.

Public Building Commission of Chicago, Chicago Gateway and 31st Street Harbors, Chicago, Illinois. Traffic engineer responsible for evaluating traffic circulation for the new Gateway harbor at Navy Pier and for preparing a traffic impact analysis to evaluate anticipated traffic demand generated by the new 31st Street Harbor.

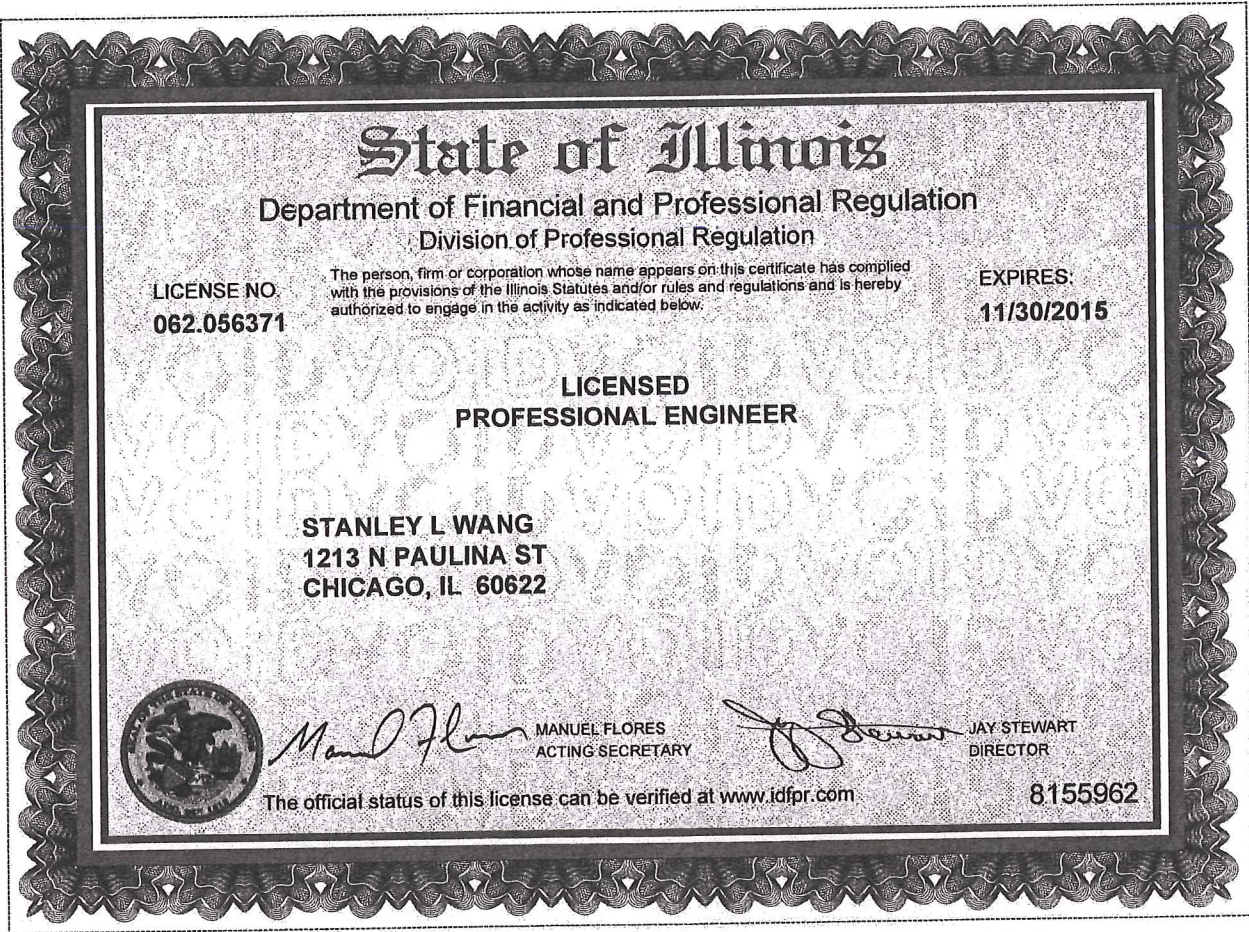
Chicago Department of Transportation, Division of Engineering, Wells Street Bascule Bridge Rehabilitation, Chicago, Illinois. Project civil engineer responsible for the development of a Phase 1 project development report (Group I categorical exclusion) for one of the most complex, double-leaf, trunion style, double-deck bascule bridges in the city involving a critical link across the Chicago River into the Downtown Loop area for cars and the Chicago Transit Authority's Brown and Purple elevated train lines. Also responsible during Phase II for the development of detour routes and maintenance of traffic plans for the short term closure of the bridge.

West Lake Corridor Commuter Rail Extension Project, Northern Indiana commuter Transportation District, Lake County, Indiana. Lead traffic engineer for the evaluation of projected traffic impacts from the new rail service and park-and-ride facilities.

Chicago Department of Transportation, Cherry Avenue Bridge over North Branch Canal Superstructure Rehabilitation, Chicago, Illinois. Project civil engineer of record for repurposing a historic railroad truss bridge into a bicycle and pedestrian facility.

Indiana Department of Transportation, Traffic Forecasting On-Call, Indianapolis, Indiana. Lead Traffic Engineer in the development of traffic forecasts for various projects on an on-call basis.

Chicago Department of Transportation, Division of Engineering, Milwaukee Avenue Section 2 - Six Corners Improvements, Chicago, Illinois. Project manager for design of \$20 million in streetscape and infrastructure improvements on 16 blocks of arterial and collector roadways centered around the Six Corners intersection (Milwaukee Avenue, Cicero Avenue/IL Route 50, and Irving Park Road/IL Route 19).



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EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT A
LEGAL ACTION

Firm Name: AECOM Technical Services, Inc.

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"/>	X
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?	X	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.	X	<input type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	X	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	X	<input 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"/>	X
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	X
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"/>	X
Has the firm or venture ever failed to complete any work awarded to it?	X	<input type="checkbox"/>

AECOM Technical Services, Inc.'s response to Exhibit A Legal Action

AECOM Technical Services, Inc. (hereinafter referred to as "ATS") provides the following response with respect to the questions presented in Exhibit A, Legal Action noted below:

1. **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?**
 - *ATS is a large design, engineering, planning and related professional services company that executes thousands of projects annually. As with any large service company, from time to time, ATS is involved in claims, litigation and arbitration proceedings. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution. None of our current litigation could reasonably be expected to have a material adverse effect on ATS or its ability to perform under the Contract contemplated by the proposal.*
2. **If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.**
 - *See response to item #1 above for explanation. The dollar amounts cannot be provided at this time as the company does not specifically track the information requested.*
3. **Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?**
 - *See response to item #1 above.*
4. **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?**
 - *It is possible that one of ATS's officers was an officer, partner or owner of another firm when it failed to complete a contract. However, the company does not specifically track this information and is not aware of any specific instance.*
5. **Has the firm or venture ever failed to complete any work awarded to it?**
 - *See response to item #1 above. Additionally please note that from time to time, occasions arise when ATS does not complete the performance of an awarded contract. For example, such situations include (i) where a client is unsuccessful in securing the funding necessary to start or continue a project, (ii) where a client terminates a contract for convenience, (iii) where ATS ceases performance for nonpayment or other breach of contract in accordance with contract terms or (iv) for default*

EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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 Denise Casalino, as Senior Vice President
Name Title

and on behalf of AECOM Technical Services, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AECOM Technical Services, Inc.
2. Address: 303 E. Wacker Drive, Suite 1400, Chicago, IL 60601
3. Telephone: 312-373-7700 Fax: 312-373-6800
4. FEIN: 95-2661922 SSN: N/A
5. Nature of transaction (check the appropriate box):
 - ☐ Sale or purchase of land
 - ☐ Construction Contract
 - ☒ Professional Services Agreement
 - ☐ Other _____
6. 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".

- ☒ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Joint Venture

- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Not-for-profit Corporation
- ☐ Other: _____

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: California
2. Authorized to conduct business in the State of Illinois: ☒ Yes ☐ No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
See Attached List	

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
The Earth Technology Corporation (USA)	515 S. Flower Street, Suite 1050, Los Angeles, CA 90071	100%

5. LLC's ONLY, indicate management type and name:
☐ Member-managed
☐ Manager-managed
Name: _____
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
☒ Yes
☐ No

If "yes" 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.

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

1. 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	Ownership Interest Percentage

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: ☐ Yes ☐ No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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(s) of Principal(s)

3. 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 exercised

Name	Address

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

EXHIBIT B
DISCLOSURE AFFIDAVIT

- 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.

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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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.

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

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

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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.

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 Restriction⁵; (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.

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

AECOM Technical Services, Inc. is unable to verify this certification at this time.

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

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

INCORPORATION INTO CONTRACT AND COMPLIANCE

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

VERIFICATION

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

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



Signature of Authorized Officer

Denise Casalino

Name of Authorized Officer (Print or Type)

Senior Vice President

Title

312-373-6563

Telephone Number

State of IL

County of Cook

Signed and sworn to before me on this 25 day of January, 2016 by

DENISE M CASALINO (Name) as Senior Vice President (Title) of

AECOM Technical Services, INC. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



EXHIBIT B DISCLOSURE AFFIDAVIT

AECOM Technical Services, Inc.

This disclosure is made in reference to the Exhibit B Disclosure Affidavit included in the Master Services Agreement for General Traffic Engineering Services (TBD), PS2064A between the Public Building Commission of Chicago and AECOM Technical Services, Inc. (hereinafter referred to as "ATS") asking about terminations for cause of public transactions and environmental compliance. The subject sections of the disclosure and ATS' information provided in response are presented below.

CONTRACTOR CERTIFICATION

A. CONTRACTORS

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 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.

ATS Response

AECOM Technical Services, Inc. ("ATS") is a large professional services company that executes thousands of projects annually. As with any large service company, from time to time, ATS is involved in claims and litigation. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution. None of our current disputes could reasonably be expected to have a material adverse effect on ATS or its ability to perform under any contract contemplated by this submittal. For the sake of full disclosure, we wish to inform you about terminations for default ATS Technical Services, Inc. had within the last three years:

- In November of 2012, ATS Technical Services, Inc. received a notice from the City of Sarasota, Florida, notifying ATS that it has terminated its contract with ATS for the design of a sewer lift station for default. ATS Technical Services, Inc. disagrees with the termination. The City of Sarasota ultimately filed suit. ATS Technical Services, Inc. is vigorously defending the City's claims and the matter remains pending.

EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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 Michael R. Kolloway, as Secretary
Name Title

and on behalf of The Earth Technology Corporation (USA)
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: The Earth Technology Corporation (USA)
2. Address: 515 S. Flower Street, Suite 1050, Los Angeles, CA 90071
3. Telephone: 312-373-7700 Fax: 312-373-6800
4. FEIN: 33-0244112 SSN: N/A
5. Nature of transaction (check the appropriate box):

- ☐ Sale or purchase of land
☐ Construction Contract
☒ Professional Services Agreement
☐ Other _____

6. 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".

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture

- ☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Not-for-profit Corporation
☐ Other: _____

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Delaware
2. Authorized to conduct business in the State of Illinois: ☐ Yes ☒ No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
See Attached List	

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
AECOM	1999 Avenue of the Stars, Ste 2600 Los Angeles, CA 90067	100%

5. LLC's ONLY, indicate management type and name:
☐ Member-managed
☐ Manager-managed
Name: _____
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
☒ Yes
☐ No

If "yes" 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.

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

1. 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)

Ownership Interest	
Name	Percentage

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: ☐ Yes ☐ No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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(s) of Principal(s)

3. 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 exercised

Name	Address

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EXHIBIT B
DISCLOSURE AFFIDAVIT

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

EXHIBIT B
DISCLOSURE AFFIDAVIT

- 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.

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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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.

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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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.

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 Restriction⁵, (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.

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

The Earth Technology Corporation (USA) is unable to verify this certification at this time.

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

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

INCORPORATION INTO CONTRACT AND COMPLIANCE

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

VERIFICATION

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

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

Michael R. Kolloway
Signature of Authorized Officer

Michael R. Kolloway
Name of Authorized Officer (Print or Type)

Secretary
Title

312-373-6603
Telephone Number

State of IL

County of Cook

Signed and sworn to before me on this 29 day of January, 2016 by

Michael R. Kolloway (Name) as Secretary (Title) of
The Earth Technology Corporation USA (Bidder/Proposer/Respondent or Contractor)

Jaquenne M. Collins
Notary Public Signature and Seal

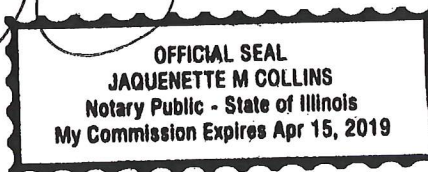


EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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 Michael R. Kolloway Senior Corporate Vice President and Assistant General Counsel
Name Title

and on behalf of AECOM (f/k/a AECOM Technology Corporation) as Contractor's Parent Entity
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AECOM (f/k/a AECOM Technology Corporation) as Contractor's Parent Entity
2. Address: 1999 Avenue of the Stars, Ste 2600 Los Angeles, CA 90067
3. Telephone: 312-373-7700 Fax: 312-373-6800
4. FEIN: 61-1088522 SSN: N/A
5. Nature of transaction (check the appropriate box):
☐ Sale or purchase of land
☐ Construction Contract
☒ Professional Services Agreement
☐ Other _____
6. 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".

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture

- ☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Not-for-profit Corporation
☐ Other: _____

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Delaware
2. Authorized to conduct business in the State of Illinois: ☐ Yes ☒ No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
See Attached List	

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
None		

5. LLC's ONLY, indicate management type and name:
☐ Member-managed
☐ Manager-managed
Name: _____
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
☐ Yes
☒ No

If "yes" 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.

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

1. 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)

Ownership Interest	
Name	Percentage

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: ☐ Yes ☐ No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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(s) of Principal(s)

3. 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 exercised

Name	Address

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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;

EXHIBIT B
DISCLOSURE AFFIDAVIT

- 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.

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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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.

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

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

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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.

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 Restriction⁵, (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.

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

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

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

INCORPORATION INTO CONTRACT AND COMPLIANCE

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

VERIFICATION

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

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

Michael R. Kolloway
Signature of Authorized Officer

Michael R. Kolloway

Name of Authorized Officer (Print or Type)

Senior Corporate Vice President and Assistant General Counsel

Title

312-373-6603

Telephone Number

State of IL

County of Cook

Signed and sworn to before me on this 29 day of January, 2016 by

Michael R. Kolloway (Name) as Sr VP / ASSISTANT GENERAL COUNSEL (Title) of
AECOM

(Bidder/Proposer/Respondent or Contractor)

Jaquenne M. Collins
Notary Public Signature and Seal

OFFICIAL SEAL
JAQUENETTE M COLLINS
Notary Public - State of Illinois
My Commission Expires Apr 15, 2019

EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT 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:

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

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.
- 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

Denise Casalino
Name (Type or Print)

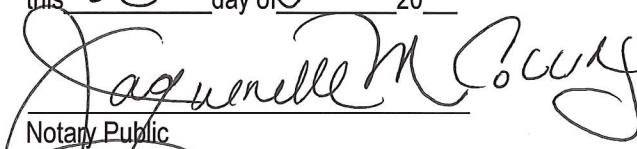
1/25/16

Date

Senior Vice President
Title

Subscribed and sworn to before me

this 25 day of JAN 2016



Notary Public

SEAL
COLLINS

**OFFICIAL SEAL
JAQUENETTE M COLLINS
Notary Public - State of Illinois
My Commission Expires Apr 15, 2019**

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

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
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1. Policy Statement

- a. It is the policy of the Commission 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 Consultant 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 Consultant 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 Consultant 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 MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. 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.
- c. 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 Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - i. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - ii. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - iii. "Professional Service Contract" means a contract for professional services of any type.
 - iv. "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 and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - v. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
 - vi. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

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- vii. "Good faith efforts" means actions undertaken by a Consultant 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.
- viii. "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.
- ix. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. 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.
- b. 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 Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant 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:
 - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
 - ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant 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 Consultant 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.

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- f. A Consultant 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 Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
 - i. 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 the County of Cook must be submitted.
 - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder 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.
 - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder 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.
 - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount 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. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his 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 bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

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- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder 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 Bidder's proposal as non-responsive.
- c. Bidders 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 subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 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 subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder 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 bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder'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:
 - i. Attendance at the Pre-bid conference;
 - ii. 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;
 - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
 - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
 - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - a. The name, address and telephone number of MBE and WBE firms contacted;
 - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - vi. 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.

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- vii. 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.
 - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - ix. 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:
 - i. 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;
 - ii. 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. Failure To Achieve Goals
- a. If the Consultant 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 Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
 - i. 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.
 - ii. 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.
 - iii. 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 Consultant's failure to meet the goals, as long as such costs are reasonable.
 - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a 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.
 - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

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- vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - vii. 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.
 - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
 - ix. 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
 - x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' 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 determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

9. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant 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 Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant 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 Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.

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

11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant'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 Consultant 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.

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant 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 Consultant 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 Consultant 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:

- i. The Consultant 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, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
- ii. The Consultant'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 subconsultant 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 subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant'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 Consultant; 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.

- iii. The Consultant'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.

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- iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working 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.
- v. 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) working 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.
- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
- c. 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 Consultant 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.

13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant 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 Consultant'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 Consultant 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 Consultant from entering into future contracts with the Commission.

14. 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 (1 of 3)

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture _____

2. Address of Joint Venture _____

3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

A. 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.)

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

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SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. 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:

A. Financial decisions: _____

B. Management decisions such as:

1. Estimating: _____

2. Marketing/Sales: _____

C. Hiring and firing of management personnel: _____

D. Purchasing of major items or supplies: _____

E. Supervision of field operations: _____

F. Supervision of office personnel: _____

G. 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.

H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.

10. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture.

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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 Consultant if the Joint Venture is a sub-consultant.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____

On this _____ day of _____, 20____

before me appeared (Name)

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

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.

(Name of Joint Venture)
to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:

Commission expires:

(SEAL)

(SEAL)

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 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.

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)

Name of Project: _____

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

 Title and duly authorized representative of

 Name of General Contractor whose address is

in the City of _____, State of _____

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
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Contract Value		%	%

The Professional Service Provider 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 General Contractor 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.

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____