PUBLIC BUILDING COMMISSION OF CHICAGO

AND

SINGH AND ASSOCIATES, INC.

FOR

TRAFFIC STUDY SERVICES (PS3084E)

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

FIRM NAME:	Singh and Associates, Inc.
CONTACT NAME:	Harvind Singh
CONTACT TELEPHONE:	312-629-0240
CONTACT EMAIL:	hkaur@singhinc.com
ADDRESS:	230 West Monroe Street, Suite 1400 Chicago, Illinois 60606

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
TRAFFIC STUDY SERVICES – PS3084E

THIS AGREEMENT effective as of January 1, 2024, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the **"Commission"**), and **Singh and Associates, Inc.** with offices at 230 West Monroe Street, Suite 1400, Chicago, Illinois 60606 (the **"Consultant"**).

Recitals:

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

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

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

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

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

EXECUTION PAGE
TRAFFIC STUDY SERVICES– PS3084E

PUBLIC BUILDING COMMISSION OF CHICAGO

_____ Date: 1/29/2024
Mayor Brandon Johnson
Chairman

ATTEST:

Mary Pat Witry Date: 1/29/2024
Mary Pat Witry
Secretary

CONSULTANT: Singh and Associates, Inc.

_____ Date: 1/10/2024
President or Approved Signatory

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Harvind K. Singh and n/a

on behalf of Consultant this 10th day of January 20 24 .

_____
Notary Public

My Commission expires: 06/26/2026

(SEAL OF NOTARY)

OFFICIAL SEAL
WENDEE CONCANNON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/26/2026

Approved as to form and legality:

Anne L. Fredd Date: 1/25/2024
Neal & Leroy, LLC

SCHEDULE A
TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.

2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.

   a. **Agreement** means this Professional Services Agreement for Specialty Consulting Services, including all schedules, exhibits, attachments or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.

   b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

   c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.

   d. **e-Builder System** or **e-Builder** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.

   e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.

   f. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.

   g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.

   h. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Qualifications response.

   i. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Section IV of the Request for Qualifications response and the assigned Task Order.

   j. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services and/or improvement of the Project.

   k. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.

3. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

4. **Engagement and Standards for Performing Services.**

   a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

   b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

   c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or

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

d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

5. Representations and Warranties. Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.

6. Duties and Obligations of Consultant.

a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on

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

c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.

e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

g. **e-Builder System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at e-Builder System courses are not compensable by the Commission.

h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.

j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

7. **Term.**

   a. The term of this Agreement is three (3) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.

   b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

   c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

8. **Compensation of Consultant; Submission of Invoices through e-Builder.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of $250,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the e-Builder System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through e-Builder will result in delayed or non-payment to the Consultant.

9. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

   a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

   b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

   c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.

   d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.

   e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.

   f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

   g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.

10. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

11. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in SCHEDULE D.

12. **Default.**

a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;

ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. **Remedies**. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by

Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

14. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

15. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]

16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

17. **Miscellaneous.**

    a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

    b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

    c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

    d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

    e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

    f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

    g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

    h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

    i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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SCHEDULE B
SCOPE OF SERVICES

4.1 Intent

The Public Building Commission of Chicago (PBC) is currently soliciting qualifications from Traffic Study consulting firms or teams (the "Respondents") in order to generate pool of qualified Consultants to perform the following Traffic Study work for the PBC – Traffic Study Services.

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

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

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

4.2.1. Data Collection:

4.2.1.1. *Kick-Off Meeting*: The Consultant shall attend a kick-off meeting with the PBC prior to commencing with the work. The kick-off meeting will address the scope of work, special requirements, schedule, site access, and any other particular items that are required for the successful completion of a traffic study.

4.2.1.2. *Field Reconnaissance & Inventory:* The Consultant shall perform a field reconnaissance and inventory of existing traffic, parking, bicycle, pedestrian, and any other existing modes of transportation. The inventory shall include, but not limited to, the following:

a. Street widths, parking restrictions, parking capacity, curbside activity, traffic control, general circulation patterns, bus stop locations, pick-up/drop-off accommodations, pedestrian and bicycle paths, travel routes, pavement markings, and signs.

b. Other conditions relevant to the study.

4.2.1.3. *Collect & Review Existing Operations and Traffic Data:* The Consultant shall collect and review all relevant information pertaining to existing transportation system operations and existing and projected populations and land use within the vicinity of the site.

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

4.2.2. Field Investigation:

4.2.2.1. *Traffic Count*: The Consultant shall specify traffic count procedures (manual or automated). The traffic counts (vehicular and pedestrian) shall be conducted per the time periods specified by the PBC.

4.2.2.2. *Traffic Observation*: The Consultant shall perform traffic observations for the purposes of estimating the travel modes of users, advising on pick-up/drop-off activities, evaluating on-street and off-street parking demands, and assisting in the projections.

4.2.2.3. *Traffic Summary Exhibit*: The Consultant shall prepare a diagram summarizing vehicular, bicycle, pedestrian and any other existing modes of transportation volumes for the peak traffic during the study periods.

4.2.3. Trip Generation and Traffic Assignment

4.2.3.1. *Trip Generation*: The Consultant shall utilize traffic counts and field observations and other related data to generate trip estimates during study periods of user activity. The Consultant shall validate the trip generations through industry recognized standards.

4.2.3.2. *Trip Distribution*: The Consultant shall distribute the generated traffic (vehicular, pedestrian and any other existing modes of transportation) onto the existing, or proposed, streets and sidewalk networks based upon anticipated direction of travel.

4.2.3.3. *Trip Assignment*: The Consultant shall assign the generated traffic projections to the adjoining street system based upon the trip distributions and any other relevant information.

4.2.4. Analysis and Recommendation

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

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

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

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

4.2.5. Documentation

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

*4.*2.5.1 *Traffic Study:* The Consultant shall provide a draft electronic report with the following (but not limited to):

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

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

4.2.6. Additional Studies (if needed)

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

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

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

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

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

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1. CONSULTANT'S FEE

C.1.1. The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount specificed in each Task Order (Fee). However, the Commission reserves the right to request hourly rates from the firm to serve as the informational basis for the calculation of the lump sum fee or not-to-exceed fee.

C.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.

C.1.3. Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement, in writing.

C.1.4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.

C.1.5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.

C.2. METHOD OF PAYMENT

C.2.1. **Invoices.** The Consultant will submit invoices, via e-Builder**,** to the Commission for Services performed that will be paid in one lump sum after all Services required by each Task Order have been completed to the reasonable satisfaction of the Commission.

Each invoice must reference the contract number, task order number, project name and include reasonable detail to sufficiently describe the services performed. At its discretion, the Commission may require detail and data relating to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress reports must identify any variances from budget or schedule and explain reasons for any such variance(s).

C.2.2. Payment. Payment will be processed within thirty (30) days after Commission receives an acceptable invoice from the Consultant.

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SCHEDULE D
INSURANCE REQUIREMENTS

In general, unless otherwise specified in the assigned Task Orders, the Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident, illness or disease.

D.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include at least the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Consultant must maintain limits of not less than $1,000,000 per occurrence with the same terms herein.

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Consultant must maintain limits of not less than $1,000,000 per occurrence with the same terms herein.

D.1.4. Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than $2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Consultant must maintain limits of not less than $1,000,000 per occurrence with the same terms herein

D.1.5 Property

The Consultant is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Consultant.

D.1.6 Valuable Papers

When any plans, designs, drawings, data, media, or other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

D.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than $2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

Subcontractors performing work for Contractor must maintain limits of not less than $1,000,000 per occurrence with the same terms herein.

D.1.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Consultant must provide or cause to be provided, with respect to the operations that Consultant or subcontractors perform, Railroad Protective Liability Insurance when required by the railroad or transit entity, in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

In all instances when work is to be performed within fifty (50) feet of a right-of-way, Consultant and sub-consultants performing work in the area are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Evidence of this endorsement must be submitted with the Certificate of Insurance required below.

D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, the Board of Education of the City of Chicago, the City of Chicago, and any other User Agency or Owner and each of their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency or Owner do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

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

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2024

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

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

PRODUCER
USI Ins Srvcs LLC Euclid-Prof
2021 Spring Road, Suite 100
Oak Brook, IL 60523
312 442-7200

CONTACT NAME: Laurie Cloninger
PHONE (A/C, No, Ext): 630 625-5219 **FAX (A/C, No):** 610 537-4939
E-MAIL ADDRESS: AEcertificates@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Aspen American Insurance Company	43460
INSURER D : Hartford Accident and Indemnity Co	22357
INSURER E :	
INSURER F :	

INSURED
Singh & Associates, Inc.
230 W Monroe St Ste 1400
Chicago, IL 60606

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			83SBWAG3P9J	05/31/2024	05/31/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			83UEGAC1270	05/31/2024	05/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			83SBWAG3P9J	05/31/2024	05/31/2025	EACH OCCURRENCE	$6,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$6,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			83WEGAG3P03	05/31/2024	05/31/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			AAAE10078205	05/31/2024	05/31/2025	$5,000,000 each claim / $5,000,000 annual aggr.	

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

RE: Job No. 23181 - Traffic Study Services (PS3084E)

The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional
(See Attached Descriptions)

CERTIFICATE HOLDER
Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W Washington St
Chicago, IL 60602

APPROVED JLB 1/26/2025

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COI_SingandAssoc_TraffStudySvcs_PS3084E_JLB_20250531

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DESCRIPTIONS (Continued from Page 1)

Insured endorsement that provides Additional Insured status to Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

The General Liability, Automobile Liability and Umbrella Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract.

The General Liability, Automobile Liability, Workers Compensation and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

Valuable Papers and Records coverage is provided under policy 83 SBW AG3P9J with a coverage limit of $350,000.

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

STAFF TEAM MATRIX

SINGH and Primera ofler the PBC an experienced, knowledgeable team of trafl c engineers with the capacity to complete trafl c studies as needed and within the PBC's schedule. As shown below, our team has experience performing trafl c studies for a variety of project types (municipal, DOTs, higher education, government, aviation, residential, parks & rec, and commercial developments).

SINGH's team has the necessary qualiflcations, experience, and capacity to successfully perform trafl c studies on an as-needed basis for the PBC.

KEY PERSONNEL MATRIX					
NAME	TRAFFIC CONDITIONS	LOCATION	YEARS WITH FIRM	YEARS IN INDUSTRY	LICENSES
Kathleen Caboor, EIT	Municipal, Government, DOTs, Higher Education, K-12, Aviation, Residential, Parks & Recreation	Chicago, IL	1	2	EIT
Kitty Chen, EIT	Municipal, Government, DOTs, Higher Education, K-12, Aviation, Residential, Parks & Recreation	Chicago, IL	2	4	EIT
Eddie Choi, PE, PTOE	DOT, roadway, private commercial developments	Chicago, IL	9	9	PE, PTOE
Chad Dillavou, PE, PTOE	Municipal, Government, DOTs, Higher Education, K-12, Aviation, Residential, Parks & Recreation	Cedar Rapids, IA	9	15	PE, PTOE
Arnoldo Duran	DOTs, private & commercial developments	Chicago, IL	2	2	N/A
Greg Gedemer, PE, PTOE	Municipal, government, DOTs, education, higher education, residential	Chicago, IL	1	18	PE, PTOE
Jillyn O'Shea	Municipal, DOTs, K-12, Residential	Chicago, IL	2	27	PE
Tugi Shinezorig, PE	Municipal, Government, DOTs, and Higher Education	Chicago, IL	4	9	PE

GREGORY GEDEMER, PE, PTOE

PROJECT MANAGER

Mr. Gregory Gedemer has 19 years of delivering traffic and transportation engineering services. He is highly skilled in delivering traffic impact studies, traffic capacity analysis, Intersection Design Studies, traffic signal system modeling, and traffic signal design. His knowledge extends from completing transportation projects for CDOT, CTA, IDOT, and various Illinois municipalities. He is proficient in HCS, Synchro/SimTraffic, MicroStation, AutoTURN, and GuideSign.

Education

BS, Civil Engineering at University of Wisconsin, Milwaukee, Wisconsin (2004)

Licensing, Certifications + Memberships

PE | Illinois #062-062156 (2009)

PE | Ohio PE.88354 (2022)

PE | Wisconsin 49541-6 (2022)

Professional Traffic Operations Engineer Certification - 2829 (2010)

Industry Experience

19

**Resume reflects experience gained with a prior employer.*

Various Phase II Projects for Illinois Dept. of Transportation, District One

As Lead Traffic Engineer, Mr. Gedemer is providing traffic design engineering services for various task order projects across District One, Illinois. Task orders include:

- **I-90/94 Kennedy Deck Overlay - Detour Route** | SINGH prepared one (1) detour report to summarize temporary traffic operational impacts and potential mitigation. The detour report will provide temporary traffic signal timings and schedules to mitigate the additional delay resulting from the Kennedy Expressway ramp closures required to complete the construction. Scope includes performing vehicle movement counts at major intersections, capacity analysis, and traffic modeling. Coordination is required with City of Chicago and Illinois Department of Transportation. Design will be completed for City of Chicago and IDOT standards and guidelines.

Red Line Extension Traffic Analysis for Chicago Transit Authority*

As Lead Traffic Engineer, Mr. Gedemer led the traffic analysis tasks for the project including performing a Synchro analysis of the project study area, preparing memorandums summarizing the traffic analysis for impacted agency approvals, preparing the transportation section and addenda for the Final Environmental Impact Statement (FEIS), preparing Intersection Design Studies (IDS), and preparing Traffic Signal Requirements (TSR) drawings. The proposed extension of the Red Line is from the existing terminal at 95th/Dan Ryan to 130th Street. The proposed 5.6-mile extension includes four new stations near 103rd Street, 111th Street, Michigan Avenue, and 130th Street. Multimodal connections at each station would include bus, bike, pedestrian, and park & ride facilities. This project is one part of the Red Ahead Program to extend and enhance the entire Red Line.

LaSalle Street Bridge Rehabilitation for Chicago Dept. of Transportation*

As Traffic Engineer, Mr. Gedemer was responsible for the preparation of the traffic signal warrant analysis, crash analysis, and Maintenance of Traffic/detour routes for the LaSalle Street Bridge Rehabilitation project in Chicago, Illinois. Mr. Gedemer performed a traffic analysis of alternate route traffic using Synchro and prepared temporary CDOT timing scheduling a signing plan for the alternate route. Work included preparation of traffic signal warrant analysis for the mid-block crosswalk immediately north of the LaSalle Street Bridge and providing a written report and exhibits summarizing a crash analysis with recommendations regarding countermeasures. Mr. Gedemer prepared a memorandum recommending the Maintenance of Traffic and detour routes during the bridge construction.

In-House Traffic Engineering Services for Chicago Dept. of Transportation*

As Traffic Engineer, Mr. Gedemer provided traffic engineering services to the CDOT Traffic Safety Division in Chicago, Illinois. Work included performing reviews of Traffic Signal Requirement (TSR) drawings and traffic signal timing schedules. He also responded to citizen and aldermanic complaints for traffic signal inquiries within the City of Chicago, which included performing field observations, traffic analyses using Synchro, and preparing timing schedules.

Central Area Transitway Studies for Chicago Dept. of Transportation*

As Traffic Engineer, Mr. Gedemer contributed to the Alternatives Definition and Evaluation tasks for the Michigan Avenue BRT Alternative, development of on-street alternatives, and preparation of the final evaluation report. These studies followed the Federal Transit Administration (FTA) Alternatives Analysis approach, developed alternatives for improved transit in two corridors in Chicago's central area. Screened Bus Rapid Transit (BRT) options on different alignments were developed and analyzed.

Ashland Avenue and Western Avenue Bus Rapid Transit Study for Chicago Transit Authority*
As Trafi c Engineer, Mr. Gedemer verified existing Chicago Department of Transportation (CDOT) signal and timing plans for approximately 190 signalized intersections along the Ashland and Western corridors and developed a base Synchro model for Western Avenue from Howard Street to 79th Street. Work included trafi c engineering support for the Ashland Avenue/Western Avenue BRT project including gauging existing trafi c volumes, estimating future trafi c volumes, creating a Synchro model for analyzing existing and future conditions, and determining optimal signal timings for future conditions.

Central Avenue at the Belt Railway Company Crossing Phase I Project for Illinois Dept. of Transportation *
As Trafi c Engineer, Mr. Gedemer was responsible for summarizing the trafi c counts and performing capacity analysis using HCS and Synchro software based on proposed geometry for the Preferred Alternative. The project involved a Phase I study for the Central Avenue at BRC Crossing in Chicago, Illinois. Major deliverables included a Combined Design Report (CDR), Location Drainage Study (LDS), and an Abbreviated Environmental Assessment (EA). A stepped approach was undertaken to identify possible alternatives. Options such as realignment of the railroad and roadway.

Tra c Study for Proposed Private School Satellite Location for Con dential Private Developer*
Mr. Gedemer evaluated the trafi c fiow in the area surrounding the proposed site, determined the impact the proposed pick-up/drop-ofi operation would have on the surrounding area, and recommended how the school should facilitate pick-up/drop-ofi operations to minimize trafi c interruption and maintain trafi c fiow. The project was for a proposed school in Chicago's South Loop neighborhood near residential and mixed-use buildings.

Tra c Study for Multiple Residential Developments for Private Developer*
Mr. Gedemer was involved in trafi c studies and analyses for approximately 15 residential development projects throughout the City of Chicago's downtown and northside neighborhoods including five (5) in the downtown Loop area. He was responsible for evaluating the trafi c impact each proposed development would have on the roadway system, especially when directly afiecting the Loop. Greg determined, in each case, if any intersection or roadway improvements were necessary to accommodate the proposed development and made recommendations. He analyzed parking needs to determine if adequate parking was available for each development.

Tra c Study for Residential Development for Private Developer*
Mr. Gedemer analyzed the impact the proposed building would have on the area roadway system, which consisted of residential streets. He faced the challenge of a new school proposed for the site, in addition to the residential development, and analyzed the trafi c impact on the proposed school. He was also responsible for determining the parking needs for the development. The proposed residential building was to be built on the site of the abandoned Ravenswood Hospital on Chicago's North Side at Winchester Avenue and Sunnyside Avenue.

Intersection Design Studies and Tra c Signal Plans for The Arboretum of South Barrington*
Mr. Gedemer conducted Intersection Design Studies (IDS) at the intersections of IL 59/Access Drive, IL 59/IL 72, IL 72/Access Drive, and IL 72/Bartlett Road. He was also responsible for the design of temporary and permanent trafi c signals at these four intersections which included all plan sheets, quantities, specifications, and cost estimates for temporary and permanent signal and interconnect designs. The Arboretum of South Barrington was a proposed shopping center located in the northeast corner of the intersection of IL 72 and IL 59 in South Barrington, Illinois.

Tra c Study for Harper College Master Plan*
Mr. Gedemer evaluated the trafi c conditions on the roadways surrounding the campus (Algonquin Road, Roselle Road, and Euclid Avenue) and the internal campus roadway system. He determined the future trafi c impacts based on the proposed master plan improvements, which included realignment of the internal campus roadway system and relocation of the access road on Euclid Avenue. This project involved a trafi c study that was completed based on the improvements outlined in the Harper College Master Plan in Palatine, Illinois.

Brisbin Road Corridor Study for Grundy County, Illinois*
Mr. Gedemer was responsible for forecasting future trafi c volumes based on projected land use densities, assignment of future trafi c to Brisbin Road and parallel routes, and analysis of existing and future trafi c conditions. He also created recommended cross-sections for Brisbin Road based on future demand. The Brisbin Road corridor study was conducted to project future trafi c conditions and determine future right-of-way needs along the Brisbin Road corridor between a mile south of US Route 6 (US 6) and Sherrill Road.

Chad M. Dillavou, PE, PTOE, QA/QC MANAGER

Chad Dillavou is one of Primera's leading civil engineers. His expertise is the result of over 14 years of experience in the planning, design, and construction of transportation projects. He has significant knowledge of traffic engineering and management with a wide range of abilities in the transportation field. Chad has experience with traffic analysis software (HCS 2022, Synchro 11) and applying the Context Sensitive Solutions process on projects. He has substantial experience performing preliminary engineering studies, geometric design and contract plans, specification, and estimate development, and is well versed in traffic studies, traffic signal design, and public involvement.

Chad's Credentials

- **Bachelor of Science, Civil Engineering,** University of Illinois at Chicago, *2008*
- **Professional Engineer,** Illinois, *062.064582, 2012*
- **Professional Traffic Operations Engineer** *#3514, 2014*

Project Experience

Elementary School Annex Traffic Study Reports, Public Building Commission of Chicago, Chicago, *Illinois*
Project Engineer for the development of traffic study and safety reports for the Public Building Commission of Chicago. Primera performed traffic counts for am-pm peak hours and inventoried the characteristics of roadway and land use in the area to establish the existing conditions for the project area. Future travel demand was developed and distributed to nearby intersections to create a proposed condition for capacity analysis. Primera observed traffic patterns dealing with commuter and school patron traffic during peak hours of travel to document any operational deficiencies. The traffic study required detailed analysis of any safety issues and traffic management protocols to utilize during special events held at the school. Chad provided a project schedule, developed guidelines for traffic data collection, led a team through field observations, modeled existing/forecasted traffic data, developed exhibits and wrote the traffic impact study. The projects included:

- Sauganash Elementary School
  Traffic study for building addition and renovation at Sauganash Elementary, a public school located in the Forest Glen neighborhood of Chicago. Primera analyzed and mitigated traffic patterns due to the COVID pandemic using information provided by the school on typical attendance records.
- Rogers Elementary School
  Traffic study for building addition at Rogers Elementary, a public school located in the Rogers Park neighborhood of Chicago.
- Esmond Elementary School
  Traffic study for building addition at Esmond Elementary, a public school located in the Rogers Park neighborhood of Chicago.

Traffic Operations Engineering Services for 170th Street Bridge Over Thorn Creek
CCDOTH, *Cook County, Illinois*.
Project Manager for a preliminary engineering project as a sub to HDR for the client Cook County Department of Transportation and Highways. Primera's role for this project was to develop a traffic operations memo of the existing E 170th Street between I-94 and Paxton Avenue. The traffic memo utilized online traffic resources and methodology from ITE's trip generation manuals to evaluate the strain on E 170th Street during typical traffic operations. This memos were shared with CCDOTH for review and approval and folded into the Preliminary Engineering Report. Chad reviewed ITE trip gen manuals, identified trip distributions, developed tasks to complete both memos, worked with support staff to meet deadlines on time or ahead of schedule, reviewed both memos prior to submission, and helped to resolve comments in a timely manner.

Deerpath Road Traffic and Planning Study, Preliminary Engineering Study, City of Lake Forest, *Lake County, Illinois*
Project manager to provide a traffic and parking planning study for the Deerpath Middle School and the Deerpath Turf Field renovation project in City of Lake Forest. Proposed improvements are anticipated to bring an influx of new traffic for programmed events at the brand-new turf fields found behind the middle school. With the increase in traffic, Primera evaluated the existing traffic operating conditions and recommend a multitude of improvement recommendations to improve traffic operations and safety for all modes of travel (vehicular, bicycle, and pedestrian). Primera conducted field investigations to establish existing conditions including street geometrics, traffic controls, pedestrian systems, parking utilization, bicycle accommodations and transit amenities, and performed traffic counts to develop a trip generation profile during the peak hours of traffic activity. The existing traffic operations were modeled, evaluated, and summarized. Primera completed an analysis of existing parking space availability and utilization within the turf field area. Chad provided a project schedule, developed guidelines for traffic data collection, wrote the procedure for the parking study field data collection, completed field observations, modeled existing/forecasted traffic data, developed exhibits and wrote the Traffic Impact Study. He also worked with the City to develop an accurate parking utilization and proposed parking need using local knowledge from the City combined with current parking generation tables provided by ITE.

University of Chicago Campus Development, Traffic Study Analysis, University of Chicago, *Cook County, Illinois*
Project engineer tasked to evaluate a traffic study report completed in 2015 for the University of Chicago, with current day traffic volumes. The campus development plan was revised after the traffic study had been completed with revised parking structure locations that shifted the proposed traffic origins and destinations. Scope of work included review of original traffic study and revised parking locations. Develop existing and forecasted travel volumes given the increase in parking locations and number of spaces. Evaluate the existing roadway network for potential impacts to operations, safety, and capacity. Chad was present at meetings with UC decision makers to review results and discuss potential solutions for future intersection improvements. The project had a short schedule and was completed within four weeks. Relatable tasks: Traffic analysis, pedestrian safety analysis, safety impact review and mitigation.

The University of Chicago Campus South Planning and Traffic Study, The University of Chicago, *Cook County, Illinois*
Project manager tasked to develop a comprehensive Traffic Impact Study for the University's Campus South area in conjunction with a planning study completed by a landscape architecture consultant. This project required data from 11 intersections to be evaluated, forecasted to a future year, and analyzed to identify impacts to vehicular and pedestrian operations and safety. The final study thoroughly identified all impacts and concerns and gave recommendations to mitigate them.

UIUC Parking Master Planning - Traffic Study, University of Illinois at Urbana–Champaign, *City of Champaign, Illinois*
Project engineer for Primera to provide a traffic study for a proposed master plan of the parking garages on the west side of the main campus. Primera performed traffic counts for am-pm peak hours and inventoried the characteristics of roadway and land use in the area to establish the existing conditions for the project area. Future travel demand was developed and distributed to nearby intersections to create a proposed condition for capacity analysis. While out doing traffic counts, Primera observed traffic patterns around the proposed sites during peak hours of activity to document any operational or safety deficiencies. Chad developed the data collection procedure and led a team in the field. Chad also modeled existing traffic volumes, forecasted and modeled future traffic volumes, developed traffic exhibits, and wrote the traffic impact study that involved analysis of two parking alternatives developed by Walker Parking Consultants.

EDDIE CHOI, PE, PTOE

TRAFFIC ENGINEER

Mr. Eddie Choi has significant traffic signal design experience. He has served as the Lead Traffic Signal Engineer responsible for Final PS+E for new signal installation, traffic signal modernization, traffic signal controllers, interconnect systems, fiber and cable design, phase designation, and emergency vehicle preemption sequencing. Eddie possesses detailed knowledge of IDOT and CDOT processes and procedures. Mr. Choi is proficient in AutoCAD, ArcGIS, ArcMap 10, Microstation, and Synchro.

Education

MS, Civil Engineering, University of Illinois at Urbana-Champaign, IL, 2011

BS, Civil Engineering, University of Illinois at Urbana-Champaign, IL, 2009

Licensing, Certifications + Memberships

PE | Illinois #062-069424 (2017)

Professional Traffic Operations Engineer Certification - 4850 (2020)

IDOT ICORS Training (2016)

ODOT Traffic Academy | Traffic Signals Certification

Industry Experience

8 years

Various Phase I+ II Engineering Projects for Illinois Dept. of Transportation, District One

As Traffic Signal Engineer, Mr. Choi provided traffic and safety engineering design services for various task order projects across District One, Illinois. Work includes collection of field data, traffic count data, crash analysis, traffic signal warrant studies, barrier warrant analysis, and safety improvements. Task orders include:

- **WO 1 Intersection Crash Analysis, Various Locations |** SINGH provided intersection crash analysis for sixty intersections. Scope included providing crash reports, project administration duties, and QC/QA for design. Work included reading and correct all crashes and develop crash summaries for each location.
- **WO 5 US 30 and 47th Street Crash Analysis |** SINGH reviewed over 2,700 crash analyses for two (2) corridors including US 30 (Western Ave to IL 83) and 47th Street (S. County Line Road to East Avenue). SINGH provided crash reports, developed crash summary tables, and completed project administration for design. Scope included reviewing and summarizing all crash reports within the project limits.
- **WO 6 Traffic Impact Study Review |** SINGH provided traffic impact study reviews of various projects across District 1 including widening of Biesterfield Road, Fuel Center by US 20 and Lambert Lane, and Casey's General Store in Naperville as well as completed project administration for design. SINGH reviewed traffic impact study components for each location including trip generation and distribution, traffic analyses per HCM, Synchro analyses, and crash analyses.

Truck Parking Lot Feasibility Study + Report for Illinois Tollway, Systemwide

SINGH delivered a comprehensive assessment of the Illinois Tollway system to determine optimal/preferred locations for truck parking facilities based on SINGH established criteria. SINGH met with Tollway stakeholders to determine site requirements. The Feasibility Report calculated the parking demand by Tollway corridor and evaluated the need for additional parking facilities (by corridor) to meet demand. Locations were identified and ranked based on safe access, environmental needs, adjacent property usage, and available amenities. The report included technical memos addressing parking needs assessment and technology needs assessment, and conceptual parking layouts. Mr. Choi was responsible for field inspected truck parking location along the Illinois Tollway corridor and assisted with the conceptual design of high-ranking potential truck parking sites using AutoTURN.

Lincoln Yards South Infrastructure for Sterling Bay

Mr. Choi, Traffic Signal Engineer, provided traffic signal design for four (4) new intersections and traffic signal modernization for three (3) existing intersections for the Lincoln Yards South Infrastructure Project in the City of Chicago. Mr. Choir provided capacity analysis for proposed AM + PM peak hours using Synchro, traffic signal concept design and Final PS+E, temporary traffic signal PS+E for each construction stage, temporary + final traffic signal interconnect PS+E. Traffic Signal design was developed in accordance with Chicago Dept. of Transportation guidelines and standards.

Lincoln Yards North Infrastructure for Sterling Bay

Mr. Choi provided traffic signal design for six (6) new intersections and traffic signal modernization for five (5) existing intersections for the Lincoln Yards North Infrastructure Project in the City of Chicago. Eddie provided capacity analysis for proposed AM + PM peak hours using Synchro, traffic signal concept design and Final PS+E, temporary traffic signal PS+E for each construction stage, temporary + final traffic signal interconnect PS+E. PS+E were developed in accordance with Chicago Dept. of Transportation guidelines and standards.

2020 CIP Traffic Signal Modernization B-0-386 for Chicago Dept. of Transportation

As Project Engineer, Mr. Choi is providing traffic engineering services for the SINGH Team for the 2020 Capital Improvement Program (CIP) TSM. Work includes completing traffic analysis, crash analysis, traffic signal design, ADA ramp/sidewalk and intersection geometry modifications for various intersections in Chicago, Illinois. The first of two packages will consist of 18 high-priority intersections based on the Phase I recommendation and CDOT discretion with construction beginning in 2022. Package two will include 15 medium-priority intersections for the 2023-2024 construction season. Documentation for traffic control signals, removal and restoration plan, ADA ramp improvements, pavement marking and signing plan, Maintenance of Traffic, and necessary drainage improvements are included.

79th Street Stony Island to Commercial Corridor for Chicago Dept. of Transportation

As Traffic Signal Engineer, Mr. Choi is providing traffic signal design for the reconstruction and repavement for 79th Street, Stony Island Avenue to Commercial Avenue Corridor Improvements project. This corridor is one (1) of twelve corridors included in the City's INVEST South/West initiative. The project will provide a safe, walkable, and attractive street that will create a unified, safe, and attractive commercial destination. SINGH's scope of work includes roadway improvements, pavement markings, traffic signal modernization and upgrades, ADA ramps, drainage improvements, and lighting design. Traffic signal replacement and modernization scope includes upgrading to LED traffic signals, pedestrian countdown timers, ADA ramps, and crosswalk upgrades to improve universal mobility.

Woodfield Road Reconstruction Plum Grove Road to Meacham Road for Village of Schaumburg

A Traffic Signal Engineer, Mr. Choi is providing Phase II traffic signal design engineering services for Plum Grove Road to Meacham Road in Schaumburg, Illinois. The traffic signals at the intersection of National Parkway and at the intersection of Meacham Road require replacement of existing traffic signal equipment and traffic signal interconnect at the two (2) intersections. SINGH is providing data collection, traffic signal design and plan sheets, and permit + agency coordination. Traffic signal improvements includes updating existing equipment to current design standards at the National Parkway intersection and Meacham intersection as well as temporary traffic signals for each intersection. Preliminary and final PS+E documents are being completed in accordance to IDOT Bureau of Local Roads and Streets.

Various Traffic Signal Systems and Electrical Engineering Projects for Cook County Division of Transportation

As Traffic Signal Engineer, Mr. Choi is providing preliminary design support services for various task orders across Cook County, Illinois. Scope of services includes traffic signa plans, closed loop interconnect and centralized signal system monitoring, traffic management, traffic signal warrant studies and traffic signal design plans, roadway lighting plans and electrical systems plans, review of traffic signals, ADA curb ramp preparation, and development of pavement marking plans. Task orders include:

- **Work Order Three** | SINGH is providing traffic signal design, ADA curb ramp design, and pavement marking plans for two (2) signalized intersections: Schaumburg Road at Meacham Road and Schaumburg Road at Martingale Road. The task order is being completed to install Accessible Pedestrian Signals (APS) to modernize each intersection and achieve desired 10 foot separation between push buttons. Traffic signal scope of work includes the preparation of plans and quantities for traffic signal modernization and traffic signal interconnect in coordination with the installation of APS devices.

Auburn Gresham: 79th Street for Chicago Dept. of Transportation

As Traffic Signals Engineer, Mr. Choi is providing traffic signal design engineering services for the Auburn Gresham, 79th Street Fielding Avenue to Paulina Avenue and Halsted, 78th Street to 80th Street. This project is part of the City's INVEST South/West Initiative; improvements will provide a safe, walkable, and attractive street. SINGH is providing traffic signal modifications for six (6) intersections. Traffic signal modification includes replacement of traffic signal heads to LED and upgrade pedestrian signal heads with countdown timers. Preliminary and final PS+E documents are being completed in accordance with CDOT guidelines and meet MUTCD and City of Chicago codes and standards.

Roosevelt Road Traffic Signal Interconnect, Western Avenue to Lake Shore Drive for Chicago Dept. of Transportation

As Traffic Signal Engineer, Mr. Choi provided traffic signal engineering design services for four (4) intersections along Roosevelt Road. Proposed work at each intersection consisted of replacing existing pedestrian signal heads with countdown pedestrian signal heads. Traffic signal plans included conduit and foundation plans, cable and signal plans, and cable and signal removal plans. PS+E were developed in accordance with Chicago Dept. of Transportation guidelines/standards for intersections at Roosevelt/Western, Roosevelt/Ogden, Roosevelt/Ashland, Roosevelt/Halsted.

JILLYN O'SHEA, PE

TRAFFIC ENGINEER

Ms. O'Shea is an IL Professional Engineer who has 27 years delivering transportation and traffic engineering design services for various Illinois agencies. She is highly experienced in service interchange design, route and corridor feasibility studies, geometric studies, environmental assessments and hydrology and hydraulic analyses. She is an expert with preparation of final contract documents, cost estimates, and specifications.

Education

MS Civil Engineering, University of Texas, Austin, Texas (2000)

BS Civil Engineering, University of Illinois-Urbana, Illinois (1992)

Licensing, Certifications + Memberships

PE | Illinois #062-054974 (2001)

PE | Missouri #2010008955 (2010)

PE | Wisconsin #48858-6 (2021)

PE | Ohio #89354 (2022)

Industry Experience

27 years

**Resume reflects experience gained with a prior employer.*

IL 43 | Harlem Avenue Corridor Improvements from 46th Street to 53rd Street for Illinois Dept. of Transportation, District One

As part of the Transportation Management Plan (TMP), Ms. O'Shea designed two alternatives for construction sequencing as part of preparation of preliminary engineering plans to improve approximately 1.2 miles of IL 43 (Harlem Avenue) from 46th Street to south of 53rd Street where is crosses over the Chicago Sanitary and Ship Canal (CSSC). Particular challenges along this project include the significant heavy vehicle turning movements at the on and off ramps combined with limited space and a grade change along IL 43. Closure with a full detour was not possible as IL 43 is an evacuation route and doing so would require a full EIS. It was proposed that ramps be closed individually in order to construct improvements. SINGH is responsible for developing a Hydraulic Report, Technical Crash Analysis Report, Transportation Management Plan, and Street Lighting Assessment. SINGH is studying three (3) alternatives including two (2) staged alternatives and a third full closure and detour alternative. The plan requires close coordination with IDOT, local businesses, City of Chicago, Village of Lyons, Village of Summit, and the Village of Forest View.

HSIP Candidate Intersection Improvement IL 59 at Black Road for Illinois Dept. of Transportation

As Senior Civil Engineer, Ms. O'Shea provided preliminary engineering design services for the intersection improvement project at IL 59 at Black Road in Will County, Illinois. SINGH was responsible for the Phase I study for the improvement of the IL 59 at Black Road intersection with the goal of reducing left turn crashes. SINGH provided geometric design which will include plan and profile sheets, typical sections and cross-sections at 50-foot intervals and at driveways. SINGH was tasked with the Intersection Design Study (IDS) work for this project which included preparing IDS sheets, HCS analysis, and turning movements. Traffic counts were provided by IDOT. Existing pedestrian accommodations, including ADA ramps, were redesigned as necessary to meet the revised intersection configuration. Local agency coordination was required.

Project Management + Traffic Impacts for Public Building Commission of Chicago*

As Senior Project Engineer, Ms. O'Shea was responsible for site investigation and data collection, traffic analysis, utilizing Synchro, and developing traffic analysis memos. The project involved providing traffic analysis memos at several locations in the City of Chicago which investigate the impacts of new schools on the surrounding neighborhoods.

16th Street Traffic and Safety Improvements for City of Berwyn*

As Project Manager, Ms. O'Shea was responsible for complete project management of the team and project completion. Scope of work included conducting a Phase I study to determine signal warrants, traffic flow improvements, bicycle facilities, and pedestrian safety improvements along 16th Street from Harlem Avenue to Lombard Avenue.

Various Phase I Projects (P-91-004-14) PTB 169-14, District One, for Illinois Dept. of Transportation*

As Project Manager, Ms. O'Shea provided various Phase I engineering services as a Joint Venture with Bloom Companies throughout District One. She prepared various Phase I preliminary engineering and environmental studies.

Traffic Impact Analysis for Harbor Chase Development*

As Project Engineer, Ms. O'Shea was responsible for analyzing the impacts of additional traffic generated from the site. Completed a traffic impact analysis report.

TUGULDUR (TUGI) SHINEZORIG, PE

TRAFFIC ENGINEER

Mr. "Tugi" Shinezorig has over 8 years of experience in municipal and infrastructure engineering. He rose to the position of County Engineer in Williams County, North Dakota. He has provided engineering planning, design, project management and project review for roadway improvements and bridge rehabilitation and replacement. His experience includes design and construction engineering services.

Education

BS, Civil Engineering, North Dakota State University, Fargo, ND, 2013

MS, Transportation and Urban Systems, North Dakota State University, Fargo, ND, 2018

Licensing, Certifications + Memberships

PE | Illinois #062-071304 (2019)

PE | North Dakota #PE-27424

Documentation of Contract Quantities, IDOT #21-18214 (2021)

ISPE, Chicago Chapter

Industry Experience

8 years

**Resume reflects experience gained with a prior employer.*

2020 CIP Traffic Signal Modernization B-0-386 for Chicago Dept. of Transportation
As Project Engineer, Mr. Shinezorig is providing traffic and design engineering services for the SINGH Team for the 2020 Capital Improvement Program (CIP) TSM. Mr. Shinezorig is in charge of providing Existing Facilities Protection plan, preparing concept, preliminary, and final geometry for all intersections as well as assisting with TSR preparation. Work includes completing traffic analysis, crash analysis, traffic signal design, ADA ramp /sidewalk and intersection geometry modifications for various intersections in Chicago, Illinois. The first of two (2) packages will consist of 18 high-priority intersections based on the Phase I recommendation and CDOT discretion with construction beginning in 2022. Package two will include 15 medium-priority intersections for the 2023-2024 construction season. Documentation for traffic control signals, removal and restoration plan, ADA ramp improvements, pavement marking and signing plan, maintenance of traffic, and necessary drainage improvements are included.

FAI 94 at Montrose Avenue for Illinois Dept. of Transportation
As part the FAI 90/94 (Kennedy Expressway) at Montrose Avenue Structure Replacement project SINGH was tasked with the development of a Detour Study. Mr. Shinezorig, Transportation Engineer, provided temporary traffic signal timing on Synchro for the detour route to determine optimal signal timing. He contributed to the Detour Study Report and revisions and assisted with traffic analysis for maintenance of traffic (MOT) plans.

Barrington Road from Central Road to Illinois Route 62 for Illinois Dept. of Transportation, District One
As Project Manager, Mr. Shinezorig is leading the SINGH Team in providing Phase II design engineering services for the reconstruction and widening of Barrington Road from Illinois Route 62 to Central Road. Mr. Shinezorig is responsible for delivering a 3D model of the drainage design using OpenRoads Designer software. The project scope includes reconstruction, widening, box culvert replacement, TSL, modifying roadway profile, modernization and replacement of traffic signals, and installation of new shared-use path. SINGH is preparing Phase II plans and specifications for drainage and traffic signal design.

I-57 Interchange with US 45/52, Interchange Reconstruction for Illinois Dept. of Transportation, District Three
As Transportation Engineer, Mr. Shinezorig is providing roadway reconstruction design support engineering services for the replacement and reconstruction of the I-57 Interchange with US 45/52 in Kankakee County, Illinois. He is responsible for completing signing plan for the Access Justification Report. SINGH is providing design services for the preparation of a Combined Design Report. The team will conduct field visits to address lighting and signage assessments including; photo logs, visual condition review, data collection, and condition reports.

Intersection Design Study, IL 53 at Normantown Road for Illinois Dept. of Transportation
SINGH was responsible for preliminary engineering services for an intersection improvement project at IL 53 and Normantown Road with the goal of reducing crashes by adding northbound dual left turn lanes. Mr. Shinezorig assisted in the preparation of a Technical Memorandum and preparation of temporary traffic signal timing plans for the IL 53 intersection improvement project.

HSIP Candidate Intersection Improvement IL 59 at Black Road for Illinois Dept. of Transportation
As Project Manager + Project Engineer, Mr. Shinezorig is providing preliminary engineering design services for the intersection improvement project at IL 59 at Black Road in Will County, Illinois. He is responsible for preparing Phase One White Paper, 60%, 90%, and 100% plans; assisting with completing the Intersection Design Study (IDS), and complete 3D modeling. Mr. Shinezorig is utilizing Open Roads Designer (ORD) software to complete Phase One design of the project. SINGH is responsible for the Phase I study for the improvement of the IL 59 at Black Road intersection with the goal of reducing left turn crashes. SINGH is providing geometric design which will include plan and pro le sheets, typical sections and cross-sections at 50-foot intervals and at driveways. SINGH will be tasked with the Intersection Design Study (IDS) work for this project including IDS sheets, HCS analysis, and turning movements. Tra c counts were provided by IDOT. Existing pedestrian accommodations, including ADA ramps, is being redesigned as necessary to meet the revised intersection con guration. Local agency coordination was required.

IL 176 at Bangs Lake Outlet Box Culvert Replacement for Illinois Dept. of Transportation
Mr. Shinezorig was responsible for providing Phase One QA/QC for the technical memorandum of IL 176 at Bangs Lake Outlet Box Culvert Replacement project. SINGH, as subconsultant to Globetrotters, provided engineering design support services for the preparation of preliminary engineering and environmental studies for the reconstruction of the Box Culvert Replacement project. Included the development of Location Drainage Technical Memorandum and Hydraulic Report documents. Additional drainage design work included detention design, ditch design, culvert design, and storm sewer design. All drainage design was coordinated with other disciplines including geometrics, tra c signals, lighting, and utilities.

CPS Elementary School Improvements for Chicago Public Schools
Mr. Shinezorig, as Civil Engineer + ADA Designer, provided civil + ADA design services for four (4) Chicago Public Elementary Schools. His responsibilities included providing Phase Two PS+E plans. SINGH provided ADA ramp design for new proposed school entrances. Work included new ADA ramp compliant entrances, determine location of proposed ADA ramps, install signage for clear unobstructed walkway consisting of Designated Main Accessibility Entrance (DMAE) signs, Main Entrance sign, and building mounted directional signs.

Goethe Catch Basin Repairs for Chicago Public Schools
Mr. Shinezorig, as Civil Engineer, provided civil support on the completion of Goethe Catch Basin Repair project in Chicago, Illinois. His responsibilities included completing Phase Two nal plans. Basin work located in the interbuilding courtyard and basin work on the east side of the building. Civil design scope includes the demolition of the existing catch basins and adjacent concrete, investigation of existing conditions, replacement of damaged piping, installation of new catch basins, reconnection of piping, and replacement ground and concrete.

Stearns School Road Bridge Reconstruction for Illinois Tollway
As Transportation Engineer, Mr. Shinezorig was responsible for the roadway engineering design services to support the reconstruction and widening of Stearns School Road Bridge. His responsibilities included completing Phase Two nal contract plans for geometrics and roadway design, drainage, landscaping, grading, erosion control, pavement marking and signing plans, and roadway and underpass lighting. Conceptual design scope of work for interim and ultimate conditions included: developing roadway pro les, drainage, tra c control options to lessen construction impacts including a capacity analysis, barrier warrant analysis, review of existing ber optic, ITS, and interconnect infrastructure to determine level of impact. Additionally, SINGH was responsible for all permits necessary for construction prior to advertisement.

Harrison Street Parking Lot Improvements for Danville Public Works
Mr. Tugi Shinezorig served as Project Manager + Engineer for the design engineering services for the Harrison Street Parking Lot project at the northwest corner of Harrison Street and Walnut Street in the City of Danville, Illinois. His responsibilities included completing Phase Two nal plans. SINGH provided two (2) concept design for the City of Danville to choose for preliminary design of the parking lot improvement project. The chosen design involved for 24 (90 degree) parking stalls including one (1) handicap parking stall to accommodate two-way tra c. Three (3) new sidewalks, curb cuts, and landscaping elements were included within the conceptual design. SINGH provided preliminary and nal design documents. Engineering design services included pavement design, detailed grading and site design, and drainage design of the lot with the use of on-site bio rentention to meet the City's stormwater management policy and standards. The new parking location is within the City of Danville downtown area providing additional parking options for downtown visitors.

ARNOLDO DURAN

TRAFFIC ENGINEER

Mr. Duran has 2 years of civil engineering experience. He is a hardworking individual with proven leadership and organizational skills. Arnoldo is proficient with AutoCAD, Blue Beam Revu, and is currently learning Microstation.

Education

BS, Civil Engineering, Bradley University, Peoria, Illinois, 2020

Licensing, Certifications + Memberships

Documentation of Contract Quantities, IDOT #21-18208 (2025)

Industry Experience

2 years

Intersection Design Study for IL 53 at Normantown Road, Will County, IL
The intersection improvement project objective is to reduce crashes by adding northbound dual left turn lanes. Scope included completing the safety analysis of the IL 53 and Normantown Road intersection evaluating existing conditions and fully completing the Intersection Design Study for the proposed improvements that included widening to the east side of IL 53 to avoid major utility confiicts.

Various Safety Assessment Projects for Illinois Dept. of Transportation, District One
As Stafi Engineer, Mr. Duran is providing preliminary design services for Various Safety Assessment projects across District One, Illinois. Scope of work includes preparation of trafi c engineering studies and crash studies. Work includes collection of field data, trafi c count data, crash analysis, trafi c signal warrant studies, barrier warrant analysis, and safety improvements. Task orders include:

- **US 30 and 47th Street, TO 5** | Mr. Duran provided crash analysis of 2700 crashes; including crash diagrams and intersection and segment tables. SINGH provided crash reports, crash summaries, collision diagrams and project administration for design. Scope includes reviewing and summarizing all crash reports within the project limits.

Lincoln Yards North + South Infrastructure for Sterling Bay
SINGH provided trafi c signal engineering for 17 new intersections and trafi c signal modernization for 14 intersections. Services have included: capacity analysis for proposed AM + PM peak hours using Synchro, trafi c signal concept design and Final PS+E, temporary trafi c signal PS+E for each construction stage, temporary + Final trafi c signal interconnect PS+E. The project scope consisted of concept lighting design including photometric computations and luminaire performance, voltage drop computations, Final PS+E for lighting removal, temporary and permanent lighting, underground conduit and foundation profile, low and medium voltage power service and distribution as well as details for non-standard light poles, light fixtures, bridge mounted poles, junction boxes, conduit transition, wiring diagrams, and underpass/tunnel mounted lighting.

Various Safety Assessments, Various Routes, Various Counties for Ohio Dept. of Transportation
Mr. Duran, as Civil Engineer, analyzed intersection crashes in order to identify problematic areas, varying in configurations and signaling. SINGH was responsible for providing a crash analysis of 60 intersections which currently have trombone mast arms to determine their eligibility for HSIP funding for a modernization.

Various Safety Studies 2021-5 for Ohio Dept. of Transportation
As Civil Engineer, Mr. Duran provided safety analysis services for the Safety Studies task order contract statewide across Ohio. SINGH provided preliminary safety studies services for various task orders. Task orders include:

- **James H. McGee at Third Street, MOT-230; PID 113190** | SINGH developed a draft reports, provided countermeasures, analyzed crash reports, and provided capacity analysis.

Kitty Chen, EIT, TRAFFIC ENGINEER

Kitty Chen is a skilled design engineer in Primera's Transportation Division. Her expertise includes design of geometric highway facilities, transportation engineering, traffic engineering, hydraulic design, and water resources engineering . Kitty has prepared contract plans, specifications, and estimates (PS&Es) for Phase I and Phase II transportation projects. She has prepared location drainage studies (LDS) and drainage plans for stormwater and water quality compliance. She has also reviewed plans for QA/QC; and prepared supporting calculation spreadsheets for drainage submittals such as inlet spacing, channel design and detention/storage volumes. Kitty is proficient in MicroStation, GeoPak, Hydraflow, AutoCAD, Hydraulic Toolbox, and

Kitty's Credentials

- **Bachelor of Science,** Civil Engineering, University of Illinois at Chicago, 2019
- **Bachelor of Science,** Environmental Studies, York University, Toronto - Specialization in Urban and Regional Environments (Urban Planning concentration), 2012
- **Engineer in Training**, *Illinois*

Project Experience

Tiffin Traffic Impact Study, Commercial Edge Construction, *Tiffin, Iowa*
Project engineer for a traffic impact study project for the installation of a new gas station with convenience store. Primera's role was to collect existing traffic and crash dates, evaluate the traffic impact to the adjacent roadway network (Ireland Avenue) by estimating traffic growth brought on by the proposed site improvements. Primera performed a traffic impact analysis that identified recommendations for the surrounding roadways and intersections. Primera collected available traffic, pedestrian, and bicycle volume data in the vicinity of the proposed sites. Primera also conducted field investigations to establish existing conditions including street geometrics, traffic controls, pedestrian systems, bicycle accommodations and transit amenities, and developed a trip generation profile during the peak hours of traffic activity.

S. Woodland Avenue Crash Analysis Study, City of Michigan City, *LaPorte County, Indiana.*
Project Manager for the development of a Crash Analysis Report complete with exhibits for 7 years of data from 2016 through 2022. The limits of the study found along S. Woodland Avenue were from US Highway 20 to the south to E. Michigan Boulevard to the north. The crash report identified several recommendations for improving the roadway and intersections within the project area to mitigate the major crash types.

Traffic Operations Engineering Services for 170th Street Bridge Over Thorn Creek
CCDOTH, *Cook County, Illinois*.
Project Manager for a preliminary engineering project as a sub to HDR for the client Cook County Department of Transportation and Highways. Primera's role for this project was to develop a traffic operations memo of the existing E 170th Street between I-94 and Paxton Avenue. The traffic memo utilized online traffic resources and methodology from ITE's trip generation manuals to evaluate the strain on E 170th Street during typical traffic operations. This memos were shared with CCDOTH for review and approval and folded into the Preliminary Engineering Report.

IL 120 West of IL 83 to East of US 45 Environmental Assessment, Phase I Engineering Project, Illinois Department of Transportation, *Lake County, Illinois.*
Primera is a subconsultant to HDR for the proposed work components for the Planning Environmental Linkages (PEL) Report, Environmental Assessment (EA) and Phase I engineering of the IL 120 Study located in Lake County,

Kathleen Caboor, EIT TRAFFIC ENGINEER

Kathleen Caboor is a one of Primera's transportation engineers that specializes in the study and design of municipal projects. Her experience includes parking, traffic, and pedestrian studies as well as the design of roadway, streetscape, drainage, sidewalk, and trail projects. Kathleen has prepared ADA ramp designs, sidewalk and roadway geometric design, traffic impact studies, road diet feasibility studies, streetscape plans, TV inspection studies, and preliminary environmental site assessment reports. She is well versed in MicroStation, Civil 3D, HCS 7, and Synchro 11 software.

Kathleen's Credentials

- **Bachelor of Science,** Civil and Environmental Engineering, University of Illinois at Urbana-Champaign, 2021
- **Engineer in Training**, *Illinois*

Project Experience

Deerpath Road Traffic and Planning Study, City of Lake Forest, *Lake County, Illinois*
Project engineeer to provide a traffic and parking planning study for the Deerpath Middle School and the Deerpath Turf Field renovation project in City of Lake Forest. Proposed improvements are anticipated to bring an influx of new traffic for programmed events at the brand-new turf fields found behind the middle school. With the increase in traffic, Primera evaluated the existing traffic operating conditions and recommend a multitude of improvement recommendations to improve traffic operations and safety for all modes of travel (vehicular, bicycle, and pedestrian). Primera conducted field investigations to establish existing conditions including street geometrics, traffic controls, pedestrian systems, parking utilization, bicycle accommodations and transit amenities, and performed traffic counts to develop a trip generation profile during the peak hours of traffic activity. The existing traffic operations were modeled, evaluated, and summarized. Primera completed an analysis of existing parking space availability and utilization within the turf field area.

Traffic Operations Engineering Services for 170th Street Bridge Over Thorn Creek
CCDOTH, *Cook County, Illinois*.
Project Manager for a preliminary engineering project as a sub to HDR for the client Cook County Department of Transportation and Highways. Primera's role for this project was to develop a traffic operations memo of the existing E 170th Street between I-94 and Paxton Avenue. The traffic memo utilized online traffic resources and methodology from ITE's trip generation manuals to evaluate the strain on E 170th Street during typical traffic operations. This memos were shared with CCDOTH for review and approval and folded into the Preliminary Engineering Report.

Tiffin Traffic Impact Study, Commercial Edge Construction, *Tiffin, Iowa*
Project engineer for a traffic impact study project for the installation of a new gas station with convenience store. Primera's role was to collect existing traffic and crash dates, evaluate the traffic impact to the adjacent roadway network (Ireland Avenue) by estimating traffic growth brought on by the proposed site improvements. Primera performed a traffic impact analysis that identified recommendations for the surrounding roadways and intersections. Primera collected available traffic, pedestrian, and bicycle volume data in the vicinity of the proposed sites. Primera also conducted field investigations to establish existing conditions including street geometrics, traffic controls, pedestrian systems, bicycle accommodations and transit amenities, and developed a trip generation profile during the peak hours of traffic activity.

STAFF EXPERIENCE MATRIX

STAFF EXPERIENCE MATRIX								
NAME	Kathleen Caboor, EIT	Kitty Chen, EIT	Eddie Choi, PE, PTOE	Chad Dillavou, PE, PTOE	Arnoldo Duran	Greg Gedemer, PE, PTOE	Jillyn O'Shea, PE	Tugi Shinezorig, PE
YEARS WITH FIRM	1	2	9	9	2	1	2	4

STAFF PROFESSIONAL LICENSES

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
062.062156

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER

GREGORY J GEDEMER
274 ASPEN LN
AURORA, IL 60504-5154

MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

16879723

Transportation Professional Certification Board Inc.

certifies that

Gregory Gedemer

has met all of the requirements established by the Certification Board to use the title of

PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

unless withdrawn by the Certification Board and subject to the provisions for renewal.

Certificate number 2829 issued in Washington, D.C. U.S.A.

April 14, 2010

Steven D. Hofener
Chair

PTOE
PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

Executive Director

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
062.064582

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER

CHAD M DILLAVOU
5410 BENT TREE COURT
CEDAR RAPIDS, IA 52411

MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

16317670

Transportation Professional Certification Board Inc.

certifies that

Chad M. Dillavou

has met all of the requirements established by the Certification Board to use the title of

PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 3514 issued in Washington, D.C., U.S.A.
March 24, 2014

Chair

PTOE
PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

Executive Director

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
062.069424

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER

EDDIE E CHOI
125 S GREEN ST
APT 707A
CHICAGO, IL 60607-3719

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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

16313272

Transportation Professional Certification Board, Inc.

certifies that

Eddie Eunseok Choi

has met all of the requirements established by the Certification Board to use the title of

Professional Traffic Operations Engineer

unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 4850 issued in Washington, D.C., U.S.A.

08/26/2020

PTOE

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
062.054974

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER

JILLYN K O'SHEA
4212 N LEAVITT ST 1
CHICAGO, IL 60618

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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

16248474

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
062.071304

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER

TUGULDUR SHINEZORIG
TUGULDUR SHINEZORIG
39 N PAULINA ST
UNIT 1
CHICAGO, IL 60612

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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

16295525

Cut on Dotted Line

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
061.040684

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

EXPIRES:

ENROLLED PROFESSIONAL ENGINEER
INTERN

KITTY CHEN
177 S PINECREST RD
BOLINGBROOK, IL 60440-3017

MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

14307647

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
061.042086

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

EXPIRES:

ENROLLED PROFESSIONAL ENGINEER
INTERN

KATHLEEN MARIE CABOOR
223 MONSON CT
SCHAUMBURG, IL 60173-2113

MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

17604014

TECHNICAL COMPETENCE

KEY PERSONNEL			
Project Name:	Governor's Highway at University Parkway		
Project Location:	Cook County, IL		
Project Client:	Illinois Department of Transportation		
Project Contact:	Thomas Borges, Bloom Companies		
Role on Project:	Lead Traffic Engineer	Prime ☐	Sub-consultant ☒
Approximate SQ. FT. of Site	NA		
Employees on Project	Greg Gedemer, PE, PTOE, Eddie Choie, PE, PTOE, Tugi Shinezorig, PE		
Days in Field	NA		
Non-PBC Type::			
Industrial ☐ Residential ☐ Commercial ☒ Other (explain): DOT			
Total Contract Value:	NA	Your Firm's Contract Amount:	$65,197
Project Start Date:	August 2022	Project Completion Date:	August 2022
(Dates must be provided or project will be deemed non-responsive)			
Description of Project (Detailed project description must be provided or project will be deemed non-responsive):			
As Lead Traffic Engineer, Mr. Gedemer completed the Signalized Capacity Analysis, capacity analysis, traffic analysis, traffic signal warrant analysis, and design and control vehicle turning movement templates. The project will also include capacity analysis for the Metra parking lot entrances along the west side of Governor's Highway, north of the intersection with University Parkway. Phase I engineering services included preparation of preliminary engineering and environmental studies for intersection improvements and associates railroad crossing signal interconnects to meet 2050 travel demand.			

TECHNICAL COMPETENCE

KEY PERSONNEL			
Project Name:	Various Phase II Projects		
Project Location:	Cook County		
Project Client:	Illinois Department of Transportation		
Project Contact:	James Mitchell, WSP		
Role on Project: Lead Traffic Engineer		Prime ☐	Sub-consultant ☒
Approximate SQ. FT. of Site	NA		
Employees on Project	Greg Gedemer, PE, PTOE		
Days in Field	NA		
Non-PBC Type::			
Industrial ☐ Residential ☐ Commercial ☒ Other (explain): Highway			
Total Contract Value:	$223,082	Your Firm's Contract Amount:	$111,793
Project Start Date:	July 2022	Project Completion Date:	February 2023
(Dates must be provided or project will be deemed non-responsive)			
Description of Project (Detailed project description must be provided or project will be deemed non-responsive):			
SINGH prepared one detour report to summarize temporary traffic operational impacts and potential mitigation. The detour report will provide temporary traffic signal timings and schedules to mitigate the additional delay resulting from the Kennedy Expressway ramp closures required to complete the construction. Scope includes performing vehicle movement counts at major intersections, capacity analysis, and traffic modeling. Coordination is required with the City of Chicago and IDOT. Design was completed for City of Chicago and IDOT standards and guidelines.			

TECHNICAL COMPETENCE

KEY PERSONNEL			
Project Name:	LaSalle Street Bridge Rehabilitation		
Project Location:	Chicago, IL		
Project Client:	Chicago Department of Transportation		
Project Contact:	Abraham Emmanuel, CDOT		
Role on Project: Traffic Engineer		Prime ☐	Sub-consultant ☒
Approximate SQ. FT. of Site	NA		
Employees on Project	Greg Gedemer, PE, PTOE		
Days in Field	NA		
Non-PBC Type::			
Industrial ☐ Residential ☐ Commercial ☒ Other (explain): DOT			
Total Contract Value:	NA	Your Firm's Contract Amount:	NA
Project Start Date:	NA	Project Completion Date:	NA
(Dates must be provided or project will be deemed non-responsive)			
Description of Project (Detailed project description must be provided or project will be deemed non-responsive):			
As Lead Traffic Engineer, Mr. Gedemer was responsible for the preparation of the traffic signal warrant analysis, crash analysis, and MOT/detour routes for the LaSalle Street Bridge in Chicago. Mr. Gedemer performed a traffic analysis of alternate route traffic using Synchro and prepared temporary CDOT timing scheduling plan for the alternate route. Work included preparation of traffic signal warrant analysis for the mid-block crosswalk immediately north of the LaSalle Street Bridge and providing a written report and exhibits summarizing a crash analysis with recommendations regarding counter-measures. Mr. Gedemer prepared a memorandum recommending the MOT and detour routes during bridge construction.			

*This project was completed prior to joining SINGH**

TECHNICAL COMPETENCE

KEY PERSONNEL			
Project Name:	Red Line Extension Traffic Analysis		
Project Location:	Chicago, IL		
Project Client:	Chicago Transit Authority		
Project Contact:	Robert Gorski, TY Lin		
Role on Project: Lead Traffic Engineer		Prime ☐	Sub-consultant ☒
Approximate SQ. FT. of Site	NA		
Employees on Project	Greg Gedemer, PE, PTOE		
Days in Field	NA		
Non-PBC Type::			
Industrial ☐ Residential ☐ Commercial ☒ Other (explain): Transit			
Total Contract Value:	NA	Your Firm's Contract Amount:	NA
Project Start Date:	January 2020	Project Completion Date:	August 2022
(Dates must be provided or project will be deemed non-responsive)			
Description of Project (Detailed project description must be provided or project will be deemed non-responsive):			
As Lead Traffic Engineer, Mr. Gedemer led the traffic analysis tasks for the project including performing a Synchro analysis of the project study area, preparing memorandums summarizing the traffic analysis for impacted agency approvals, preparing the transportation section and addenda for the Final Environmental Impact Statement, preparing the Intersection Design Studies, and preparing the Traffic Signal Requirements drawings. The proposed extension of the Red Line is from the existing terminal at 95th and Dan Ryan to 130th Street. The proposed 5.6 mile extension includes four new stations and multi-modal connections at each station, including bus, bike, pedestrian, and park and ride facilities. This project is one part of the Red Ahead Program to extend and enhance the entire Red Line.			

*This project was completed prior to joining SINGH**

TECHNICAL COMPETENCE

KEY PERSONNEL			
Project Name:	Central Avenue at the Belt Railway Company Crossing - Phase I		
Project Location:	Chicago, IL		
Project Client:	Illinois Department of Transportation		
Project Contact:	NA		
Role on Project:	Traffic Engineer	Prime ☐	Sub-consultant ☒
Approximate SQ. FT. of Site	NA		
Employees on Project	Greg Gedemer, PE, PTOE		
Days in Field	NA		
Non-PBC Type::			
Industrial ☐ Residential ☐ Commercial ☒ Other (explain): DOT			
Total Contract Value:	NA	Your Firm's Contract Amount:	NA
Project Start Date:	NA	Project Completion Date:	NA
(Dates must be provided or project will be deemed non-responsive)			
Description of Project (Detailed project description must be provided or project will be deemed non-responsive):			
As Traffic Engineer, Mr. Gedemer was responsible for summarizing the traffic counts and performing a capacity analysis using			
HCS and Synchro software based on proposed geometry for the Preferred Alternative. The project involved a Phase I study			
for the Central Avenue BRC Crossing in Chicago, IL. Major deliverables included a Combined Design Report, Location			
Drainage Study, and an abbreviated environmental assessment. A stepped approach was undertaken to identify possible			
alternatives. Options included realignment of the railroad and roadway.			

*This project was completed prior to joining SINGH**

TECHNICAL COMPETENCE

KEY PERSONNEL			
Project Name:	In-House Traffic Engineering Services		
Project Location:	Chicago, IL		
Project Client:	Chicago Dept. of Transportation		
Project Contact:	Abraham Emmanuel		
Role on Project:	Traffic Engineer	Prime ☐ Sub-consultant ☒	
Approximate SQ. FT. of Site	NA		
Employees on Project	Greg Gedemer, PE, PTOE		
Days in Field	NA		
Non-PBC Type::			
Industrial ☐ Residential ☐ Commercial ☒ Other (explain): Various			
Total Contract Value:	$300,000	Your Firm's Contract Amount:	$300,000
Project Start Date:	January 2020	Project Completion Date:	October 2022
(Dates must be provided or project will be deemed non-responsive)			
Description of Project (Detailed project description must be provided or project will be deemed non-responsive):			
As Traffic Engineer, Mr. Gedemer provided traffic engineering services to the CDOT Traffic Safety Division in Chicago, IL. Work included performing reviews of traffic signal requirement (TSR) drawings and traffic signal timing and schedules. He also responded to citizen and aldermanic complaints for traffic signal inquiries within the City of Chicago, which included performing field observations, traffic analyses using Synchro, and preparing timing schedules.			

*This project was completed prior to joining SINGH**

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Singh and Associates

I. LEGAL ACTIONS

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

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	☐	☒
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?	☐	☒
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	☐	☒
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?	☐	☒
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?	☐	☒
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	☐	☒
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)?	☐	☒
Has the firm or venture ever failed to complete any work awarded to it?	☐	☒

ATTACHMENT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Harvind Singh (Name), as President (Title)

and on behalf of Singh and Associates
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Singh and Associates, Inc.		
Address:	230 W. Monroe Street, Suite 1400		
City/State/Zip:	Chicago, IL, 60606		
Telephone:	31.629.0240	**Facsimile:**	
FEIN:	36-3580306	**SSN:**	
Email:	hkaur@singhinc.com		
Nature of Transaction:			

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

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- ■ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Not-for-profit Corporation
- ☐ Other: _____

ATTACHMENT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:	Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:	☐ Yes ☐ No
City/State/ZIP:	Chicago, IL, 60606
Telephone:	312.629.0240

Identify the names of all officers and directors of the business entity.
(Please attach list if necessary.)

Name	Title
Harvind Singh	President / Director

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

Name	Address	Ownership Interest Percentage
Harvind Singh	3440 Lake Knoll Drive, Northbrook, IL 60062	94 %
		%
		%

LLC's only, indicate Management Type and Name:

☐ Member-managed	☐ Manager-managed	**Name:**	

Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?	☒ Yes ☒ No

If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	☐ Yes ☐ No

If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.
Name of Principal(s)
NA

If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	**Address**
NA	

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

    a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

    b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

    c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

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

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

    b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

    d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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

Signature of Authorized Officer

Harvind Singh

Name of Authorized Officer (Print or Type)

President

Title

312.629.0240

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 17th day of July, 2023 by Harvind Singh (Name) as President (Title) of Singh & associates, Inc. (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

OFFICIAL SEAL
MARISSA L. MODESTO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 07, 2023

ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Traffic Study Services (PS3084)

Description or goods or services to be provided under Contract:

Traffic study services

Name of Consultant: Singh and Associates, Inc.

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

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	July 6, 2023 Date
Harvind Singh Name (Type or Print)	President Title

Subscribed and sworn to before me

this 6th day of July 20 23

Notary Public

OFFICIAL SEAL
MARISSA L. MODESTO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 07, 2023

ATTACHMENT D

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

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

1. Policy Statement

   a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.

   b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

   c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

   a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.

   b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.

   c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..

   d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

   a. For purposes of this Special Condition, the following definitions applies:

      (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

      (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

      (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.

      (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

      (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

      (6) "Established Business" means a person or entity granted certification by the City of Chicago.

      (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.

      (8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.

(11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.

(12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

b. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

c. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.

d. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

(1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

(2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

e. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity

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

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

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

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

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

6. Evaluation of Compliance Proposals

a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.

c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by

7. Request for Waiver

a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

b. Good Faith efforts to achieve participation include but are not limited to:

(1) Attendance at the Pre-bid conference;

(2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.

(3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;

(4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;

(5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;

(6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;

(7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;

(8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;

(9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.

(10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:

i. The name, address and telephone number of MBE and WBE firms contacted;

ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and

iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

(11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;

(12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;

(13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.

(15) General efforts made to assist MBE and WBE firms to overcome participation barriers.

c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:

(1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

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

a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:

(1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;

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

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

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

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

9. Failure To Achieve Goals

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

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

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

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

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

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

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

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

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

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

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

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

10. Reporting and Record-Keeping Requirements

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

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

b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

(1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.

(2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.

(3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified

due to unforeseen circumstances.

(4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.

(5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.

ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

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

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SCHEDULE B
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

SCHEDULE B

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

_____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

_____

_____

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

   _____

   _____

   _____

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

   _____

   _____

   _____

E. Nature of joint venture's business

_____

_____

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

   _____

   _____

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

   _____
   _____

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

1. Financial decisions _____

2. Management decisions such as:

   a. Estimating _____

   b. Marketing and Sales _____

   c. Hiring and firing of management personnel _____

   d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

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

   _____
   _____

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

   _____
   _____

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

_____
_____

SCHEDULE B

Joint Venture Affidavit (3 of 3)

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

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

_____ Name of Joint Venturer	_____ 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___ before me appeared (Name)	On this ____ day of _____, 20_____ before me appeared (Name)
_____, to me personally known, who, being duly sworn,	_____, to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state
that he or she was properly authorized by	that he or she was properly authorized by
(Name of Joint Venture)	(Name of Joint Venture)
_____ to execute the affidavit and did so as his or her	_____ to execute the affidavit and did so as his or her
free act and deed.	free act and deed.
_____ Notary Public	_____ Notary Public
Commission expires: (SEAL)	Commission expires: (SEAL)

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

(SCHEDULE FOLLOWS)

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

Name of Project: _____

Project Number: _____

FROM:

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

TO:

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

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

_____

_____

_____

_____

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

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

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

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

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

BY:

_____ _____
Name of MBE/WBE Firm (Print) Signature

_____ _____
Date Name (Print)

_____
Phone

IF APPLICABLE:
BY:

_____ _____
Joint Venture Partner (Print) Signature

_____ _____
Date Name (Print)
_____ MBE ____ WBE ____ Non-MBE/WBE ___
Phone

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

(SCHEDULE FOLLOWS)

SCHEDULE D

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

Name of Project: Master Service Agreement/PBC

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

President/CEO

Title and duly authorized representative of

SINGH + Associates, Inc.

Name of Professional Service Provider whose address is

230 W. Monroe, Suite 1400

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

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

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

SCHEDULE D

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

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

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

BY:

SINGH + Associates, Inc.	Harvind Singh
Name of Contractor (Print)	Signature
09/3-/2024	Harvind Singh
Date	Name (Print)
312.629.0240	
Phone	

IF APPLICABLE:

BY:

Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE ____ WBE ____ Non-MBE/WBE ___