



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

PROFESSIONAL SERVICES AGREEMENT

TRAFFIC STUDY SERVICES (PS3084H)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

V3 COMPANIES, LTD.

FOR

TRAFFIC STUDY SERVICES (PS3084H)

Public Building Commission of Chicago

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

FIRM NAME:	V3 Companies, Ltd.
CONTACT NAME:	Peter W. Reinhofer
CONTACT TELEPHONE:	773-715-2947
CONTACT EMAIL:	preinhofer@v3co.com
ADDRESS:	7325 Janes Avenue Woodridge, Illinois 60517

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
TRAFFIC STUDY SERVICES – PS3084H

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 **V3 Companies, Ltd.** with offices at 7325 Janes Avenue, Woodridge, Illinois 60517 (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- PS3084H

PUBLIC BUILDING COMMISSION OF CHICAGO


Mayor Brandon Johnson
Chairman

Date:

1/29/2024

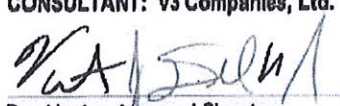
ATTEST:


Mary Pat Witry
Secretary

Date:

1/29/2024

CONSULTANT: V3 Companies, Ltd.


President or Approved Signatory

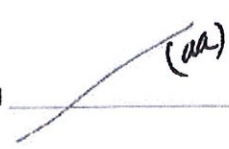
Date:

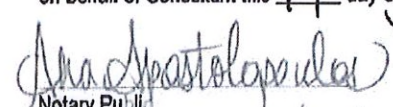
1/17/24

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: DuPage Co.

State of: Illinois

Subscribed and sworn to before me by Vince Del Medico and  (aa)
on behalf of Consultant this 17 day of Jun, 2024


Notary Public

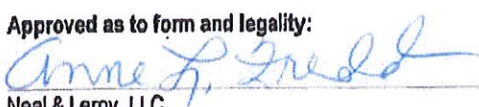
My Commission expires:

5/30/2026

(SEAL OF NOTARY)



Approved as to form and legality:


Neal & Leroy, LLC

Date:

1/23/2024

**SCHEDULE A
TERMS AND CONDITIONS**

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

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

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

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

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

7. **Term.**

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

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

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

- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
- b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
- c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
- d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
- e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
- f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
- g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

- h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.
11. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in SCHEDULE D.
12. **Default.**
- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
- i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
 - ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
 - iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
 - iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
 - v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.
- b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
- c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by

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

14. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.
15. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]
16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
17. **Miscellaneous.**
 - a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
 - b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
 - c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
 - d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
 - e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
 - f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
 - g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
 - i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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SCHEDULE B SCOPE OF SERVICES

4.1 Intent

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

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

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

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

4.2.1. Data Collection:

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

4.2.2. Field Investigation:

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

4.2.3. Trip Generation and Traffic Assignment

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

4.2.4. Analysis and Recommendation

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

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

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

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

4.2.5. Documentation

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

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

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

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

4.2.6. Additional Studies (if needed)

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

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

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

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

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

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1. CONSULTANT'S FEE

- C.1.1. The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount specified in each Task Order (Fee). However, the Commission reserves the right to request hourly rates from the firm to serve as the informational basis for the calculation of the lump sum fee or not-to-exceed fee.
- C.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.
- C.1.3. Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement, in writing.
- C.1.4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.
- C.1.5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.

C.2. METHOD OF PAYMENT

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

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

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

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SCHEDULE D

INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

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

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

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

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

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

D.1.5 Property

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

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

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

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

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

D.1.8 Railroad Protective Liability

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

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

D.2. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company (CNA) A, XV	20443
	INSURER B : Continental Insurance Company A(XV)	35289
	INSURER C : Transportation Insurance Company A(XV)	20494
	INSURER D : Berkshire Hathaway Specialty Insurance Company (A++XV)	22276
	INSURER E :	
	INSURER F :	

INSURED

V3 Companies, Ltd
7325 Janes Ave
Woodridge, IL 60517--2350

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	X	7063878169	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	7063881315	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	X 7063881542	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			47EPP32600102	1/1/2024	1/1/2025	Per Claim 5,000,000
D	& Pollution Liab			47EPP32600102	1/1/2024	1/1/2025	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

RE: Project Number: 230554, Traffic Study Services Agreement. 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 shall be included as additional insured with respects to General and Umbrella Liability where required by written contract. General and Umbrella Liability is Primary and Non-contributory where required per written contract. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

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

APPROVED
JLB

1/26/2025

COI_V3Companies_TrafficStudySvc PS3084H_JLB_20250101

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

Jared Maxwell



CERTIFICATE OF LIABILITY INSURANCE

Page 2 of 6

DATE (MM/DD/YYYY)

01/10/2024

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E Golf Rd Ste 650 Suite 650 Schaumburg IL 60173	CONTACT NAME: Marie Vera PHONE (A/C, No, Ext): (847) 934-6100 E-MAIL ADDRESS: mvera@dspins.com FAX (A/C, No): (847) 934-6186
INSURED V3 Companies Ltd., V3 Companies of Illinois Ltd. 7325 Janes Avenue, Suite 100 Suite 100 Woodridge IL 60517	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Ins Co of Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20478

COVERAGES **MV** **CERTIFICATE NUMBER:** Cert ID 40684 **(544)** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BUA7011433078	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: V3 Project #230554

The following are included as Additional Insured on a primary and non-contributory basis, according to policy terms, conditions and exclusions, when required by written contract to the Auto 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.

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission of Chicago 50 W. Washington Room 200 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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COI_V3Companies_TrafficStudySvc PS3084H_JLB_20250101

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ACORD 25 (201603) TrafficStudySvc_20240101

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE
A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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60606

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL

60606

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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)



KEY PERSONNEL MATRIX

RESPONDENT STAFF	TYPES OF TRAFFIC CONDITIONS	LOCAL TO CHICAGOLAND AREA	YEARS WITH FIRM	YEARS IN INDUSTRY	TYPE OF LICENSE
Tim Doron	Private developments, institutions, municipalities, and regional facilities	Yes	3	30	N/A
Manuel Flores-Martinez	Residential (single family, multi-family, student), industrial, warehouse, lodging, elementary school, high school, office, medical office, retail, shopping center, pharmacy, restaurant, coffee/donut shop, gas station	Yes	2	2	N/A
Elora Hsu, P.E.	Residential, industrial, warehouse, lodging, elementary school, high school, office, medical office, retail, shopping center, restaurant	Yes	16	16	P.E.
Aimme Muro	Residential (single family, multi-family), industrial, warehouse, elementary school, office, medical office, retail, shopping center, restaurant	Yes	3	3	N/A
Mike Rechterik, P.E., PTOE	Residential (single family, multi-family), industrial, lodging, elementary school, high school, college, office, medical office, retail, shopping center, restaurant, coffee shop, gas station	Yes	18	30	P.E., PTOE
Peter Reinhofer, P.E.	Residential (single family, multi-family, student), industrial (light, heavy, warehouse), lodging, recreational, institutional (elementary school, high school, college, charter school, church, day care), office, medical office, retail, shopping center, pharmacy, bank, restaurant, coffee/donut shop, gas station	Yes	11	25	P.E.

RESUMES HAVE BEEN PROVIDED FOR:

- Tim Doron | 3 years with Fish Transportation Group
- Manuel Flores-Martinez | 2 years with V3
- Elora Hsu, P.E. | 16 years with V3
- Aimme Muro | 3 years with V3
- Mike Rechterik, P.E., PTOE | 18 years with V3
- Peter Reinhofer, P.E. | 11 years with V3



Education

Master of Public
Administration
Roosevelt University

Bachelor of Arts - Urban
Studies
Loyola University

Affiliations

Institute of Transportation
Engineers

Lambda Alpha
International

Near South Planning Board

Village of Glenview:
Trustee (2021 – present)

Plan Commission,
Chairman (1992-2000)

BACKGROUND

Tim Doron brings over 25 years of experience serving the needs of private and public sector clients. As Senior Traffic Consultant, Tim oversees FTG's traffic projects that require engineering analysis and public testimony addressing all phases of traffic engineering analyses and transportation planning, yielding creative yet implementable transportation solutions. Mr. Doron draws his expertise from years of study, public service as Chairman of the Glenview Plan Commission, detailed analyses of transportation projects, listening to client's needs, and recommending workable solutions.

Tim's experience includes traffic and transportation studies for private developments, institutions, municipalities, and regional facilities. His specific experience includes detailed site traffic impact studies for all sizes of developments, transportation master plans, parking demand analyses, traffic management plans, and access studies. Additionally, and perhaps most important, is Tim's ability to present and explain complex traffic engineering analysis to public bodies and audiences. As traffic analyses have become much more technical using modelling and a focus on total mobility considering both vehicular and non-vehicular modes of travel, presenting complex data and concepts clearly is a specialized skill.

PROJECT EXPERIENCE

Private Sector Traffic & Parking Studies

Bally's Casino, Permanent and Temporary Sites, Chicago, Illinois
Black Ensemble Theater Free To BE Village, Chicago, Illinois
The River District Master Plan, Chicago, Illinois
Spoke, 733 N. Carpenter Street, Chicago, Illinois
The Avenir, 730 N. Milwaukee Avenue, Chicago, Illinois
Ogden Commons, 2700 W. Ogden Avenue, Chicago, Illinois
Starbucks Parking Analysis, Nags Head, North Carolina
Residential Development, Central & Elston Avenues, Chicago, Illinois
Bennet Day School, Grand Avenue and Morgan Street, Chicago, Illinois

Transportation Planning Studies

West Bartlett Road Truck Corridor Study, Bartlett, Illinois
W. 79th Street Corridor Study, Chicago, Illinois
Itasca Downtown Strategic Plan, Itasca, Illinois
Orland Park 2040 Transportation Plan, Orland Park, Illinois
University of Illinois at Chicago Campus Master Plan, Chicago, Illinois
Advocate Illinois Masonic Medical Center, Chicago, Illinois
95th Street Corridor Study, Oak Lawn, Illinois
Dempster Street Station Area Plan, Skokie, Illinois

MANUEL FLORES-MARTINEZ

PROJECT ENGINEER



Manuel is a Design Engineer with experience in traffic engineering, roadway design, infrastructure improvements, and utility design and coordination. He is proficient in OpenRoads Designer, Microstation, Synchro Studio, and HCS.



YEARS OF EXPERIENCE

V3: 2 | Total: 2



EDUCATION

Bachelor of Science, Civil Engineering,
University of Illinois Chicago



LANGUAGES

Spanish

Bally's Chicago Casino, Bally's Chicago Operating Company, LLC – Chicago, Illinois

| Design Engineer for this land-based urban casino, a hotel tower, a 3000-seat theater, and 1,300 feet of new riverwalk along the 30 acre property including a riverfront park. Manuel was responsible for the traffic simulation, capacity analysis, as well as summary of mitigations.

River Forest Green Alley Improvements, Village of River Forest – River Forest, Illinois

| Design Engineer for Phase II design to reconstruct 15 alleys throughout the Village with a "green alleys" cross section including volume control storage. Permeable pavers and underdrain were proposed for each alley to collect stormwater runoff and tie into the existing combined sewer structures. Coordination with the Village and Metropolitan Water Reclamation District of Greater Chicago was required to establish volume control banking sites. Manuel was responsible for plan preparation and summary of quantities as well as cost estimates.

Oak Park Task Order 22-1E, Village of Oak Park – Oak Park, Illinois

| Design Engineer for the design of 2,554 feet of combined sewer main replacement and roadway reconstruction along three separate streets. A key challenge of this project was deciphering whether existing utilities, including water, sanitary, and gas services, were abandoned or still functional in this older community. Ancillary improvements included curb and gutter replacements, ADA updates, and driveway access enhancement. Utility coordination and permitting was required through MWRD. Manuel was responsible for plan preparation, maintenance of traffic, and summary of quantities as well as cost estimates.

Hainesville Road, Lake County DOT – Round Lake Beach, Illinois

| Design Engineer providing Phase I and II engineering services for this 1.5-mile corridor widening of Hainesville Road from Washington Street to Rollins Roads. Key challenges associated with the project included providing pedestrian connectivity, minimizing impacts to wetlands, and right-of-way as well as developing a closed drainage system for the roadway. Manuel was responsible for utility coordination, gathering of property owner information, summary of quantities, cost estimates, and plan preparation as well as OpenRoads modeling.

MANUEL FLORES-MARTINEZ

PROJECT ENGINEER



Cedar Road Reconstruction, Will County DOT – New Lenox, Illinois | Design Engineer for this 1,600-foot, complete roadway reconstruction with intersection improvements at Cedar Road and Francis Road. Project included a complete replacement of the existing box culvert, modernization of traffic signals, and new sidewalk along the east side of Cedar Road. To improve the level of service, an additional left turn storage lane and new right turn lanes for additional intersection capacity. Manuel was responsible for plan preparation, maintenance of traffic, and summary of quantities as well as cost estimates.

Naperville Road Improvements from Ogden Avenue to Reagan Memorial Tollway (I-88), DuPage County DOT – Naperville, Illinois | Design Engineer for Phase II engineering for widening and resurfacing of approximately one-half mile of roadway to include a third northbound through lane to the eastbound tollway entrance ramp as well as a third southbound through lane to Naperville-Wheaton Road. Additional improvements include the addition of auxiliary lanes at intersections to enhance traffic flow as well as full modernization and interconnection at two signaled intersections with new sidewalk, ADA ramps, and crosswalks. The development of a comprehensive traffic staging plan was a key project component. Manuel was responsible for plan preparation and summary of quantities as well as cost estimates.

On-Call Stormwater Services, DuPage County Stormwater Management – DuPage County, Illinois | Design Engineer performing on-call stormwater inspections as well as engineering and stormwater management design services for the County. Manuel was responsible for plan preparation and summary of quantities as well as cost estimates.

Fernway Subdivision Drainage & Roadway Improvements, Village of Orland Park – Orland Park, Illinois | Design Engineer for the design of 2.2 miles of roadway reconstruction, storm sewer improvements, ditch regrading, and bike path patching in this residential subdivision. Services included ADA updates, aerial and traditional survey, and 3D modeling software for the roadway and storm sewer. Improvements to ditch slopes were designed to result in no adverse impacts to the multiple connecting streets or the 12 acres of grassy areas outside of the corridor. Manuel was responsible for plan preparation and summary of quantities as well as cost estimates.

IL Route 171 & New Avenue Feasibility Study & Phase I, City of Lockport – Lockport, Illinois | Design Engineer for the feasibility study to address the safety and capacity issues at the unsignalized, three-leg intersection of IL Route 171 (State Street) and New Avenue located north of downtown Lockport. V3 was hired to complete Phase I preliminary engineering and environmental studies processed through IDOT Bureau of Local Roads and Streets. The Phase I process involves preparation of a full report state categorical exclusion. V3 also identified funding options for the improvements and assisted the City with the preparation of application materials for State Transportation Program - Local Roads grants. Manuel was responsible for design of intersection layout alternatives. He also completed traffic simulation based on the final layout. Manuel prepared the Phase I final engineering report as well as the intersection design study, summary of quantities, and cost estimates.

Residences at Fox Meadows, Cunat, Inc – McHenry County, Illinois | Lead Traffic Engineer for the development of a 23-acre multi-family apartment complex with a total of 540 apartments in eighteen buildings, 1,156 parking spaces, including 210 garage parking spaces, two playground areas with basketball and tennis courts, and a community center with indoor and outdoor swimming pool. Manuel was responsible for the traffic impact study which included determining if there is potential impact to the intersections.

Duerr Preserve Improvements, Forest Preserve District of Kane County – South Elgin, Illinois | Design Engineer for the initial concept design for a parking lot and boat launch layout. Manuel completed full design and full set plan preparation as well as ADA grading.



Elora is a Senior Project Engineer working on a wide range of projects including roadway, urban redevelopment, streetscape, educational facilities, traffic studies, and bicycle and pedestrian facilities. Her experience includes preparation of Phase I studies, intersection design studies, geometric design, capacity and operational analyses, and preparation of contract documents, specifications, and cost estimates serving numerous state agencies, county, and local municipal clients. Most recently, Elora has specialized in providing transportation related services to municipalities throughout the Chicagoland area.

YEARS OF EXPERIENCE

V3: 16 | Total: 16

EDUCATION

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

REGISTRATIONS

Professional Engineer: Illinois,
#062-063684, 2011

ASSOCIATIONS

American Society of Civil Engineers

Lincoln Yards Development, Sterling Bay – Chicago, Illinois

| Project Engineer for the design of new roadways for this 53-acre, mixed-use development along the North Branch of the Chicago River. Project consisted of infrastructure improvements to establish 'pad-ready' lots, Riverwalk extension, and multiple park spaces. The team worked closely with the Chicago DOT for the design and permitting of new roadways using complete street and green infrastructure principals, streetscape on existing and new streets, new traffic signals/modifications, ADA ramps, and new duct packages for wet and dry utilities including power, gas, water, sewer, junction structures, and stormwater. Elora assisted with preparing plans and specifications as well as coordination with multiple subconsultants, CDOT, and the Client.

Metcalf Federal Building Stone Paver Resetting, General Services Administration – Chicago, Illinois

| Project Engineer for the redesign of non-compliant alley and intersection crossings at Clark Street and Jackson Boulevard and Clark Street and Van Buren Street in the City of Chicago. Project included removal and resetting of stone paver sidewalks to meet ADA requirements, roadway variable

milling and resurfacing, installation of steel plated curb, drainage structures, and pavement marking. Elora was responsible for the preparation of the contract plans. Elora secured the completion of the Office of Underground Coordination process through the City of Chicago.

Department of Water Management Task Order Design Requests, City of Chicago Department of Water Management – Chicago, Illinois

| Design Engineer for in-house, term, and private contract sewer design. In addition to the sewer design, work included topographic surveys, geotechnical and laboratory testing work, clean construction demolition and debris, Phase I and Phase II services, structural design, utility coordination, IDOT permitting, maintenance of traffic, roadway restoration, ADA ramp designs, and the preparation of contract documents. V3 has been awarded eight task order requests (TOR) resulting in 47 separate projects totaling more than 19 miles of sewer design. Elora's project included:

- TOR #15-3 (Seven projects/2.21 miles)



153rd Street & Ravinia Avenue Intersection Improvements, Village of Orland Park – Orland Park, Illinois

| Project Manager providing Phase I services evaluating two alternatives to improve this accident-prone intersection. The Village elected to move forward with the proposed roundabout. In addition, a queue analysis was conducted by simulating the future traffic volumes along the 153rd Street corridor. V3 led the federal funding application process and successfully obtained STP-L funding for the Phase II design and Phase III construction.

9th Street Multi-Use Path, City of Lockport – Lockport, Illinois

| Project Engineer for the preparation of a Phase I study and design of a nearly four-mile path along Renwick Road/9th Street that will connect the Village of Romeoville and the Lewis University campus to the I&M Canal Trail. Project included a traffic impact study, an intersection design study, a location drainage study, and a hydraulic report. Design elements included two pedestrian bridges, the addition of a pedestrian crossing on an existing bridge, and a street-level crossing.

IL Route 171 & New Avenue Feasibility Study & Phase I, City of Lockport – City of Lockport

| Project Manager for the feasibility study to address the safety and capacity issues at the unsignalized, three-leg intersection of IL Route 171 (State Street) and New Avenue located north of downtown Lockport. V3 was hired to complete Phase I preliminary engineering and environmental studies processed through IDOT Bureau of Local Roads and Streets. The Phase I process involves preparation of a full report state categorical exclusion. V3 also identified funding options for the improvements and assisted the City with the preparation of application materials for State Transportation Program - Local Roads grants.

Hainesville Road Phase I, Lake County DOT – Round Lake Beach, Illinois

| Project Engineer providing Phase I engineering services for this 1.5-mile corridor widening of Hainesville Road from Washington Street to Rollins Roads. The design will consider updates to pedestrian connectivity and safety including sidewalks and multi-use paths. Key challenges associated with the wider roadway section includes minimizing impacts to right-of-way, utility conflicts and resolutions, culvert extensions, and potential wetland and environmental impacts.

167th Street Multi-Use Path, Village of Orland Park – Orland Park, Illinois

| Project Engineer for this Phase I study for a new, one-mile, multi-use path along 167th Street. Improvements included sidewalk removal, new asphalt path, earth excavation and embankment, retaining wall, grading and reshaping of existing ditches, new storm sewer, and pedestrian signals at railroad and roadway intersections. V3 performed a wetland delineation within the Marley Creek floodway/floodplain, a Waters of the U.S., and emergent wetland.

Theodore Street Corridor Improvements, City of Joliet – Joliet, Illinois

| Project Engineer for the Phase I engineering of the one-mile roadway widening. Currently this segment of roadway experiences a number of crashes due to the lack of a center turn lane. The project will add a center turn lane as well as two additional traffic signals along the corridor. Phase I engineering is utilizing MFT funds and the City will apply for future construction funding once the Phase I is complete. Elora lead the public involvement process which included stakeholder mailings, public letters, fliers and exhibits for the City website and social media sites as well as presentations at public meetings.

Five Structures over Waterways in District 3, IDOT – Various Counties, Illinois

| Project Engineer for the field survey, bridge inspection and hydraulic analysis of five different structures for IDOT District 3. Upon completion of the field survey and bridge inspection V3 prepared the bridge condition report, type, size, and location drawing as well as the hydraulic report in accordance to IDOT's Standards. Elora led roadway design and was responsible leading the packaging of the Phase I documents.

US Route 45 from Washington Street to IL Route 132, IDOT – Lake County, Illinois

| Project Manager for the Phase I study for this along US Route 45 from Washington Street to Illinois Route 132. Proposed improvements include widening the roadway and improvements to three intersections. Elora prepared the complete streets evaluation and assisted with the intersection design studies.

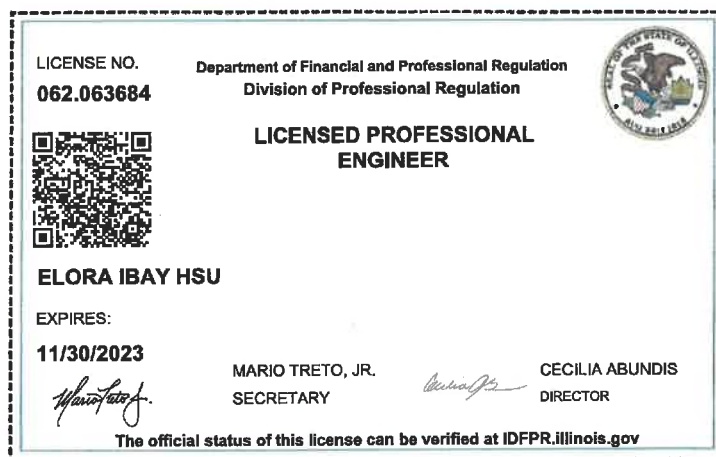
47th Street at East Avenue Phase I Study, IDOT – LaGrange, Brookfield & McCook, Illinois

| Project Engineer for a Phase I study to evaluate improvements to this unsignalized intersection with three sets of IHB Railroad tracks crossing the west and south legs at-grade. In addition to evaluating intersection improvements, V3 evaluated the feasibility of grade separating the roadway and IHB tracks. The improvements ultimately proposed in the project report consisted of the installation of new traffic signals, railroad crossing upgrades, new sidewalks and pavement reconstruction to accommodate the upsizing of the existing storm sewer system. Elora was responsible for leading the team in the completion of geometric studies and the project report.



Cut on Dotted Line

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 1802383



Cut on Dotted Line



Aimme is a Design Engineer with experience in roadway design, infrastructure improvements, and utility design and coordination. Prior to graduating from University of Illinois at Chicago and joining V3 full-time, Aimme spent a summer interning at ComEd's Transmission and Substation Engineering department working in both the field and office. Aimme is proficient in AutoCAD, RISA 3D, and Solidworks.

YEARS OF EXPERIENCE

V3: 3 | Total: 3

EDUCATION

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

LANGUAGES

English
Spanish

Morton Salt Offsite Improvements, Blue Star Properties – Chicago, Illinois | Design Engineer for offsite improvements associated with the adaptive reuse of a four-acre site that was previously used for industrial/office space. Project included the reconstruction of Blackhawk Street to be one lane in each direction with on-street, parallel parking as well as reconstruction of Magnolia Avenue to include a drop-off/parallel parking lane. Aimme was responsible for layout geometry for Blackhawk Street reconstruction, Magnolia Avenue widening, and new proposed sidewalks for each corner of Elston Avenue.

Department of Water Management Task Order Design Requests, City of Chicago Department of Water Management – Chicago, Illinois | Design Engineer for in-house, term and private contract sewer design. In addition to the sewer design, work included topographic surveys, geotechnical and laboratory testing work, clean construction demolition and debris, Phase I and Phase II services, structural design, utility coordination, IDOT permitting, maintenance of traffic, roadway restoration, ADA ramp designs, and the preparation of contract documents. V3 has been awarded ten task order requests (TOR) resulting in 49 separate projects totaling more than 20 miles of sewer design. Aimme's projects include:

- TOR #21-2 (Six projects/3.19 miles)
- TOR #22-3 (Six projects/2.34 miles)

Naperville Road Improvements from Ogden Avenue to Reagan Memorial Tollway (I-88), DuPage County DOT – Naperville, Illinois | Design Engineer for Phase II engineering for widening and resurfacing of approximately one-half mile of roadway to include a third northbound through lane to the eastbound tollway entrance ramp as well as a third southbound through lane to Naperville-Wheaton Road. Additional improvements include the addition of auxiliary lanes at intersections to enhance traffic flow as well as full modernization and interconnection at two signaled intersections with new sidewalk, ADA ramps, and crosswalks. The development of a comprehensive traffic staging plan was a key project component. Aimme was responsible for traffic signal design.

Hainesville Road Phase I, Lake County DOT – Round Lake Beach, Illinois | Design Engineer providing Phase I engineering services for this 1.5-mile corridor widening of Hainesville Road from Washington Street to Rollins Roads. Key challenges associated with the project included providing pedestrian connectivity, minimizing impacts to wetlands, and right-of-way as well as developing a closed drainage system for the roadway. Aimme was responsible for traffic signal design.



Costco Wholesale North East Naperville Location, Costco Wholesale Corporation – Naperville, Illinois | Design Engineer for civil design services of this 18.95-acre, 161,203-square-foot warehouse and gasoline facility. Project included a due diligence report and preliminary plans, a traffic impact study, capacity analysis of 11 intersections as well as coordination for the design of a proposed electric duct bank with the City of Naperville. Traffic mitigation alternatives were developed at Ogden Avenue and Iroquois Avenue and the preferred alternative will be approved and permitted through IDOT. Aimme was responsible for traffic signal improvements at the intersections.

153rd Street & Ravinia Avenue Intersection Improvements, Village of Orland Park – Orland Park, Illinois | Design Engineer providing Phase I services evaluating two alternatives to improve this accident-prone intersection. The Village elected to move forward with the proposed roundabout. In addition, a queue analysis was conducted by simulating the future traffic volumes along the 153rd Street corridor. V3 led the federal funding application process and successfully obtained STP-L funding for the Phase II design and Phase III construction.

9th Street Multi-Use Path, City of Lockport – Lockport, Illinois | Design Engineer for the preparation of a Phase I study and design of a nearly four-mile path along Renwick Road/9th Street that will connect the Village of Romeoville and the Lewis University campus to the I&M Canal Trail. Project included a traffic impact study, an intersection design study, a location drainage study, and a hydraulic report. Design elements included two pedestrian bridges, the addition of a pedestrian crossing on an existing bridge, and a street-level crossing.

Sidewalk Feasibility Study for Forest Hills, Village of Western Springs – Western Springs, Illinois | Design Engineer responsible for the preparation of a sidewalk feasibility study for the Forest Hills area which is approximately 250 acres with seven miles of internal roadway. Lots with missing sidewalk were evaluated for possible conflicts with trees, landscaping, grading issues, driveways, accessibility concerns, drainage issues, and utility conflicts. Aimme compiled data to determine cost estimates and also prepared exhibits based on anticipated tree impacts for each site with proposed versus existing sidewalk conditions.

Brookmont Boulevard Viaduct, City of Kankakee – Kankakee, Illinois | Design Engineer for Phase II design services for the replacement of a bridge that carries seven sets of CN Railroad tracks over Brookmont Boulevard. The proposed new bridge will be a 78-foot-long, single-span structure featuring a 92.5-foot-wide superstructure carrying six tracks and a 122.5-foot-wide substructure. Aimme was responsible for designing drive access for the pump station as well as a warehouse near the site. She also prepared typical sections.

Theodore Street Corridor Improvements, City of Joliet – Joliet, Illinois | Design Engineer for the Phase I engineering of the one-mile roadway widening. Currently this segment of roadway experiences a number of crashes due to the lack of a center turn lane. The project will add a center turn lane as well as two additional traffic signals along the corridor. Phase I engineering is utilizing MFT funds and the City will apply for future construction funding once the Phase I is complete. Aimme complied crash data for the corridor and was responsible for traffic signal design.

City of Lockport Downtown Revitalization, City of Lockport – Lockport, Illinois | Design Engineer providing feasibility, planning, design and construction management support services for streetscape improvements along State Street in downtown historic Lockport. Enhancements included various hardscape and streetscape elements including brick paver sidewalks, limestone outcroppings and planters, bicycle racks and benches, ADA design, and rehabilitation of existing pedestrian lighting. Project was designed and permitted by IDOT and construction of the streetscape elements were coordinated with an on-going IDOT roadway rehabilitation project along IL Route 171 and IL Route 7. Project was awarded the APWA Public Works 2020 Project of the Year: Southwest Branch for transportation projects in the \$5- to \$25-million range. Aimme was responsible for site grading plans of 9th and State Street as well as contract quantities.

Tri-State Tollway (I-294) Widening & Rehabilitation, Illinois Tollway – Franklin Park & Schiller Park, Illinois | Design Engineer providing Phase II design engineering services for the widening and rehabilitation of nearly two miles of I-294 from the new Elgin-O'Hare/Western Access system interchange to the O'Hare Oasis. The stormwater design included detention for the additional fifth travel lane in each direction, floodplain modeling and compensatory storage for Silver Creek crossing I-294, and roadway design to avoid impacts to regulatory floodway along each of the oasis ramps. Aimme assisted with contract document preparation as well as contract quantities.



Mike is a Senior Project Manager with expertise in the areas of intersection and roadway improvements, geometric design, streetscape design, lighting design, traffic studies, design, and traffic signal operations. His experience includes a wide range of planning and design projects for the Tollway, state and county transportation agencies, local municipalities, and private developers. Mike's responsibilities include management of public improvement and transportation projects and project quality assurance and quality control.

YEARS OF EXPERIENCE

V3: 18 | Total: 30

EDUCATION

Master of Science, Engineering,
University of South Florida

Bachelor of Science, Mathematics,
University of Tampa

CONTINUING EDUCATION

IDOT:

- *Region 1 Local Roads Seminar for Federally Funded Projects*
- *QBS Selection*
- *Local Roads Process*
- *Geometrics*
- *Traffic Signals*
- *Highway Lighting*

Illinois Tollway: Intelligent Traffic Systems

REGISTRATIONS

Professional Engineer:

- *Illinois, #062-058827, 2006*
- *Indiana, #10607220, 2006*
- *Ohio, #PE.87274, 2021*

Professional Traffic Operations Engineer: #1353, 2004

ASSOCIATIONS

Institute of Transportation Engineers

American Public Works Association

Lincoln Yards Development, Sterling Bay – Chicago, Illinois | Project Engineer for the design of new roadways for this 53-acre, mixed-use development along the North Branch of the Chicago River. Project consisted of infrastructure improvements to establish 'pad-ready' lots, Riverwalk extension, and multiple park spaces. The team worked closely with the Chicago DOT for the design and permitting of new roadways using complete street and green infrastructure principals, streetscape on existing and new streets, new traffic signals/modifications, ADA ramps and new duct packages for wet and dry utilities including power, gas, water, sewer, junction structures and stormwater.

Morton Salt Offsite Improvements, Blue Star Properties – Chicago, Illinois | Project Manager for offsite improvements associated with the adaptive reuse of a four-acre site that was previously used for industrial/office space. Project included the reconstruction of Blackhawk Street to be one lane in each direction with on-street, parallel parking as well as reconstruction of Magnolia Avenue to include a drop-off/parallel parking lane. A new cul-de-sac with a crash wall is proposed for Blackhawk Street and bump outs will provide space for installing traffic signal equipment and ADA ramps while also improving pedestrian safety by minimizing the crossing distance at the intersection.

Triangle Square, The Lamar Johnson Collaborative, LLC – Chicago, Illinois | Project Engineer for the development of a 300-unit apartment building with ground-level retail on three acres. The majority of the existing property was a greenfield which resulted in above-average stormwater detention requirements as well as unique grading and coordination challenges due to the site's close proximity to CDOT right-of-way and Metra tracks. Mike was responsible for CDOT coordination as well as development of traffic signal plans and pavement markings along Elston Avenue.

Willis Tower Repositioning, Gensler – Chicago, Illinois | Project Engineer for the repositioning of the existing iconic tower. Improvements included wrapping the base of the building with a podium of entertainment and restaurant space which included rooftop parks. Close coordination was required with the design team to set the streetscape, relocate light poles and traffic signals, relocate existing utilities and assist with the coordination of the Homeland Security mandated bollards. Mike was responsible for overseeing the preparation of temporary traffic signal and lighting plans, permanent traffic signal and lighting plans as well as permitting through CDOT.



BMO Tower, Riverside Investment & Development & Goettsch Partners – Chicago, Illinois | Project Engineer for this 46-story office tower on two-acres associated with the Union Station redevelopment. Project included rerouting an IDOT storm sewer which discharged into the Chicago River, design of a new bulkhead to block potential flooding within a 1910 trolley tunnel, removal and reconstruction of an Amtrak pedway and two stormwater detention chambers as well as traffic signal design at two intersections. Mike was responsible for overseeing the preparation of temporary traffic signal and lighting plans, permanent traffic signal and lighting plans as well as permitting through CDOT.

905 W. Eastman Street, R2 Companies & CRTKL Architects – Chicago, Illinois | Project Engineer for the renovation of an existing commercial building into a new REI retail space adjacent to Chicago's "Wild Mile" initiative. Proposed improvements included the complete design of West Eastman Street, as well as new utility services and design of a new section of riverwalk along the west face of the existing structure which will include pedestrian access and a kayak launch to the Chicago River North Branch Canal.

Jane Addams Memorial Tollway (I-90) East Design Corridor Active Traffic Management, Illinois Tollway – Chicago, Illinois | Project Engineer on the Design Corridor Management (DCM) Intelligent Transportation Systems (ITS) team for developing immediate and long term deployment strategies for the 25-mile east corridor. The report addressed those items to be constructed within the "Move Illinois" program, and included DMS Type I and II signs, closed circuit television cameras, non-intrusive detection devices, ramp queue detection, ramp counting devices, road weather information system, weigh-in motion, ITS communication and power and IT and G4S fiber backbone conduits. Mike's responsibilities included assisting in the preparation of the east corridor ITS design report, ITS plans and specifications.

Forest Boulevard Improvements, Village of Park Forest – Park Forest, Illinois | Project Manager for Phase I and II engineering of this one-mile roadway reconstruction, multi-use path construction, and intersection improvements. Project goals include elimination of a traffic signal in favor of a stop controlled intersection along with a road diet to better utilize public right-of-way for the path and provide a linear park along the Village's retail district. Phase I engineering is utilizing local and Cook County Invest in Cook funds and being processed through IDOT Local Roads. Project also includes topographic survey, data collection, intersection evaluation, preliminary engineering, environmental studies, drainage studies, and potentially applying for FAU route designation.

Division Street over I-57 Interchange Reconstruction, IDOT – Manteno, Illinois | Project Manager for Phase II engineering services to replace the structure carrying County Highway 9 (Division Street) over I-57 as well as reconstructing the interchange ramps, County Highway 9 and an existing frontage road. The design includes hydraulic analysis, 3D modeling and additional through lanes, turn lanes, median and a shared-use path. Interchange ramps and the frontage road will be realigned to accommodate proposed improvements.

IL Route 171 & New Avenue Feasibility Study & Phase I, City of Lockport – Lockport, Illinois | Quality Assurance and Quality Control for the feasibility study to address the safety and capacity issues at the unsignalized, three-leg intersection of IL Route 171 (State Street) and New Avenue located north of downtown Lockport. V3 was hired to complete Phase I preliminary engineering and environmental studies processed through IDOT Bureau of Local Roads and Streets. The Phase I process involves preparation of a full report state categorical exclusion. Mike was responsible for the oversight of the traffic modeling and projections, crash analyses, roundabout alignment and intersection layout.

Randall Road Route 529 Bus Service, Kane County DOT – Kane County, Illinois | Project Manager for preparing Phase II engineering plans for new ADA sidewalk and ramps, bus pads, pedestrian crossings and traffic signal modifications at 18 locations along Randall Road, including 13 signalized intersections. Location and design of the bus pads followed PACE guidelines and the traffic signal modifications followed County standards.



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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 957933



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From: info@ite.org <info@ite.org>
Sent: Wednesday, September 14, 2022 11:11 AM
To: Mike Rechterik <mrechterik@v3co.com>
Subject: TPCB Renewal Approval Notice

CAUTION: This email originated from outside of V3. Do not click links or open attachments unless you trust the sender.

Transportation Professional Certification Board Inc.

1627 Eye Street, NW • Suite 550 • Washington, DC 20006 USA • Tel: 202-785-0060 • www.tpcb.org



Michael J. Rechterik, P.E., PTOE
V3 Companies

Thank you for renewing your certification as a Professional Traffic Operations Engineer® (PTOE). The Transportation Professional Certification Board (TPCB) congratulates you for your continued commitment to your profession. As a PTOE you will be recognized as one of a specialized group of professional Traffic Operations Engineers with the set of skills and expertise needed to build better communities.

Your certification is renewed through 8/17/2025.

You will not be receiving a new certificate as the one sent to you does not indicate an expiration date and can be displayed as long as you are a certified PTOE. Note that your certificate shows your original certification date.

At the end of the three-year period, your certification will be renewed without examination provided you have met the continuing education requirements described in the enclosed attachment.

Prior to the expiration of your PTOE, you will be notified of your renewal deadline. Additional examinations are not required if you renew within three-months of your expiration date 8/17/2025. Failure to renew within the 3-month grace period will result in a certified inactive letter and penalty fees for renewal. Visit our website for more information. <http://www.tpcb.org/PTOE/feeschedule.asp>

TPCB seeks to maintain the highest level of quality for its certification programs. Since its inception, the TPCB has required its certificants to maintain records with regard fulfillment of continuing education requirements. Please be advised that as of January 1, 2018, TPCB is phasing in a policy in which 20% of certificant renewals will be randomly selected for audit and the certificant will be required to provide documentation (certificates of completion, course syllabus, meeting agenda/registration, etc.) to demonstration fulfillment of continuing education requirements. The professional record-keeping system available from ITE, provides a resource to record the dates of completion of continuing education and maintain the necessary supporting documentation.

The TPCB continues its efforts to grow and enhance the value of the PTOE and its other certifications. In 2019 the TPCB web site was redesigned and a new certification – the Road Safety Professional – was launched. Going forward the TPCB is committed to expanding the awareness of its certification programs, encouraging jurisdictions to give preference to certificants and growing the number of certified professionals.

The TPCB distributes a quarterly newsletter and highlights the value of the its certification programs through the tpcb.org website. If you would like to contribute to the newsletter or website, please send any items of interest to: certification@tpcb.org.

Thank you for your continued PTOE certification and best wishes in the coming years.

Sincerely,

Deborah L. Snyder, P.E., PTOE

Chair, Transportation Professional Certification Board Inc.

PETER REINHOFER, P.E.

PROJECT MANAGER



Peter is a Senior Project Manager with experience in transportation engineering, urban planning, traffic engineering and transportation planning working with both public and private sector clients. Through his work on numerous projects at the state and regional level mixed with local community and private development studies Peter has been a leader in creating a balanced approach to transportation planning that serves transit, pedestrians, bicyclists, and motorists while creating a safe and comfortable environment for all users.



YEARS OF EXPERIENCE

V3: 14 | Total: 25



EDUCATION

Bachelor of Science, Civil Engineering,
Marquette University



CONTINUING EDUCATION

ACEC Illinois: IDOT Phase I Training

PSMJ: Project Manager Bootcamp

Northwestern University: Highway
Capacity Workshop

University of Wisconsin: Timing Traffic
Signals

Wisconsin DOT: Paramics Training



REGISTRATIONS

Professional Engineer: Illinois,
#062-056323, 2003



ASSOCIATIONS

American Public Works Association

Institute of Transportation Engineers

Waters Elementary School, Public Building Commission – Chicago, Illinois

| Project Manager for traffic study related to proposed expansion to accommodate an additional 250 students and 30 faculty members. The traffic impact study analyzed neighborhood intersections and roadways around the school including pedestrian, bicycle, bus and vehicle traffic and routes as well as curbside activity around the school to determine drop off/pick up locations. Recommendations included developing a drop off/pick up procedure and designated curbside location to minimize pedestrian street crossings, shifting the school bus loading zone and on-street parking restrictions.

Decatur Classical School, Public Building Commission – Chicago, Illinois

| Project Manager for the proposed expansion to accommodate an additional 350 students and 30 faculty members while adding several grade levels to the existing neighborhood school. As part of the traffic impact study, existing vehicle, pedestrian and bicycle data was collected and analyzed as well as curbside activity along the school frontage. Future analysis aided in developing a traffic management plan with recommendations for new, off-street drop off/pick up operations to improve pedestrian safety and traffic flow in addition to proposed crosswalks and additional signage and striping.

Daley College Advanced Manufacturing Center, Public Building Commission – Chicago, Illinois

| Project Manager for the traffic impact study to analyze the impacts of constructing a 50,000-square-foot expansion at Daley College which was estimated to increase enrollment by 1,000 students. Existing and future conditions analyzed pedestrian and vehicle operations as well as transit and parking impacts with the expansion. Recommendations included modifying traffic lanes, signal retiming, crosswalks to accommodate CTA bus users, additional bicycle facilities and signage.

210 North Stetson Avenue Mixed-Use High Rise, Hanover R.S. Limited Partnership – Chicago, Illinois

| Traffic Engineer for a proposed 41-story high rise with residential and ground floor commercial with underground parking and access to multiple levels of roadways. A traffic impact study was conducted to determine the impacts of new vehicle, pedestrian, bicycle and transit trips to the Lakeshore East neighborhood. Recommendations included traffic control modifications, additional signage for the drop off/pick up area and parking garage, on-street parking restrictions and pedestrian safety enhancements.



LPC Distribution Facility at Elston & Division, Logistics Property Company

– *Chicago, Illinois* | Traffic Engineer for this multi-level, speculative distribution facility with multi-story truck docks on an 11-acre site. V3 performed a traffic study and prepared traffic signal modification plan. Detention was provided in multiple StormTrap systems and discharge was sent to two different City streets. Grading for the various ramps to get to the different levels was critical to maintain clear head heights and close proximity to the UP railroad along the property line resulted in the design of a retaining wall. The project is seeking LEED certification.

BMO Tower, Riverside Investment & Development & Goettsch Partners

– *Chicago, Illinois* | Traffic Engineer for this 46-story office tower on two-acres and associated with the Union Station redevelopment. Project included traffic signal design at two intersections. Peter coordinated with CDOT for approval of the traffic signal requirement and traffic signal plans.

Macy's Redevelopment at Northbrook Court, Brookfield Properties

Retail – *Northbrook, Illinois* | Traffic Engineer for the proposed mixed-use redevelopment of 15 acres within the mall for the construction of retail/restaurants, a grocery store, and a new multi-family building. A traffic impact study was completed to analyze the impacts of the new trips generated by the proposed development taking into account the reduction in traffic due to the demolition of the existing Macy's building. Additionally, an assessment of the Ring Road was conducted which included as assessment of rerouting the internal circulation to improve the internal operations of the mall.

Various Transportation Studies – Illinois & Indiana | Project Manager/Engineer for numerous traffic engineering studies. The scope of work for the traffic studies included data collection, existing and future intersection capacity analyses, traffic signal warrant analysis, development of alternatives to mitigate impacts, and feasibility analyses of alternatives. Submittal to local villages, towns, cities, counties and IDOT was required. Provided below is a representative list of completed traffic impact studies:

- *IL Route 83 Widening & Improvements at 10 N. Main Street – Mount Prospect, Illinois*
- *Greater Chicago Food Depository TIS – Chicago, Illinois*
- *Oak Brook Medical Office TIS – Oak Brook, Illinois*
- *7-Eleven Fuel Store TIS – Downers Grove, Illinois*
- *7-Eleven Fuel Store TIS – Alsip, Illinois*
- *Northbrook Court Macy's Redevelopment TIS – Northbrook, Illinois*
- *IBLP Redevelopment TIS – Hinsdale, Illinois*
- *Downtown Highwood Mixed-Use Redevelopment TIS – Highwood, Illinois*
- *Pulte Kildeer Development Roadway Design – Kildeer, Illinois*
- *IL Route 47 Warehouse Development TIS – Morris, Illinois*
- *Deer Crossing of Joliet TIS – Joliet, Illinois*
- *Authentix Residential Development TIS – McHenry, Illinois*
- *Authentix Residential Development TIS – Cottage Grove, Wisconsin*
- *Downtown Elmhurst Multi-Family Redevelopment TIS – Elmhurst, Illinois*
- *1241 W. Division Street Redevelopment TIS – Chicago, Illinois*
- *Molto Properties 75th Street Redevelopment TIS – Woodridge, Illinois*
- *Kroger Fuel Site TIS – Findlay, Ohio*
- *Christ Church of Oak Brook TIS – Oak Brook, Illinois*
- *Central DuPage Hospital Traffic Analysis – Winfield, Illinois*
- *YRC Freight Truck Terminal TIS – Chicago Ridge, Illinois*
- *King Abdulaziz City for Science & Technology – Riyadh, Saudi Arabia*
- *Lisle Transitional Care TIS – Lisle, Illinois*
- *ITW David Speer Academy High School TIS – Chicago, Illinois*
- *Industrial Redevelopment TIS & Roadway/Signal Plans, IL Route 53 – Romeoville, Illinois*
- *Main Street Village TIS & Traffic Signal Plans – Lisle, Illinois*
- *American Academy of Pediatrics TIS – Itasca, Illinois*
- *Pedestrian Signal Modifications – Mount Prospect, Illinois*
- *Children's Learning Academy TIS – Aurora, Illinois*
- *Weber & Normantown Retail Center – Romeoville, Illinois*



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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 954176



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ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME V3 Companies, Ltd.

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 Vincent J. Del Medico, as Vice President
Name Title

and on behalf of V3 Companies, Ltd.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	V3 Companies, Ltd.		
Address:	7325 Janes Avenue		
City/State/Zip:	Woodridge, IL 60517		
Telephone:	630.724.9200	Facsimile:	630.724.9202
FEIN:	36-3252440	SSN:	
Email:	vdelmedico@v3co.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	☐ Limited Liability Company
☐ Partnership	☐ Limited Liability Partnership
☐ Sole Proprietorship	☐ Not-for-profit Corporation
☐ Joint Venture	☐ 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:		
Telephone:		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
See attached list		
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
N/A		%
		%
		%
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
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	☐ 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)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

ATTACHMENT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

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

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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



Signature of Authorized Officer

Vincent J. Del Medico

Name of Authorized Officer (Print or Type)

Vice President

Title

773.456.8531

Telephone Number



State of Illinois
County of DuPage

Signed and sworn to before me on this 19 day of July, 2023 by
Vincent Del Medico (Name) as Vice President (Title) of
13 Companies (Bidder/Proposer/Respondent or Contractor)

Ana Apostolopoulos
Notary Public Signature and Seal



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ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

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

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


Signature

Vincent J. Del Medico
Name (Type or Print)

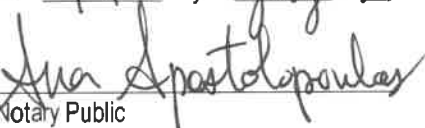
July 19, 2023

Date

Vice President

Title

Subscribed and sworn to before me

this 19 day of July 2023

Notary Public



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

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

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

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

4. Determining MBE/WBE Utilization

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

5. Submission of Proposals

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

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

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

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

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

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

6. Evaluation of Compliance Proposals

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

7. Request for Waiver

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

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

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

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

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

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

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

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

9. Failure To Achieve Goals

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

- (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
- (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
- (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
- (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
- (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
- (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
- (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
- (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
- (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
- (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

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

10. Reporting and Record-Keeping Requirements

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

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

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

11. Disqualification of MBE or WBE

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

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

due to unforeseen circumstances.

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

14. Non-Compliance

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

15. Severability

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

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SCHEDULE B
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

SCHEDULE B

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

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

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

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

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

1. Financial decisions _____

2. Management decisions such as:

a. Estimating _____

b. Marketing and Sales _____

c. Hiring and firing of management personnel _____

d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

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

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

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

SCHEDULE B

Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

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

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

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

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

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

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

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

Notary Public

Commission expires:
(SEAL)

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

(SCHEDULE FOLLOWS)

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

Name of Project: _____

Project Number: _____

FROM:

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

TO:

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

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

_____ a Sole Proprietor
_____ a Partnership

_____ a Corporation
_____ a Joint Venture

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

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

(SCHEDULE FOLLOWS)

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

Name of Project: TBD

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

Vincent J. Del Medico Vice President, Illinois Transportation Leader

Title and duly authorized representative of

V3 Companies, Ltd.

Name of Professional Service Provider whose address is

7325 Janes Avenue

in the City of Woodridge, State of Illinois

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

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

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

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

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

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

BY:

V3 Companies, Ltd.

Name of Contractor (Print)

09/24/2024

Date

(630) 724-9200

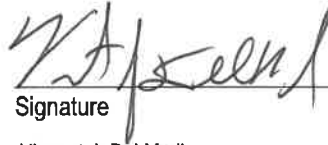
Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date



Signature

Vincent J. Del Medico

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____