

 <p>PUBLIC BUILDING COMMISSION OF CHICAGO www.pbcchicago.com</p>	<p>REQUEST FOR QUALIFICATIONS</p> <p>FOR</p> <p>GEOTECHNICAL SERVICES – PS2062</p> <p>ISSUED: APRIL 6, 2015</p>
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Responses must be submitted in sealed envelope(s) or package(s). The outside of each must clearly indicate the name of your firm and the name of the Submittal.

- Submit 1 signed, single-sided, bound ORIGINAL (marked as such)
- Submit 1 double-sided, unbound paper copy
- Submit 3 double-sided, bound paper copies
- Submit 2 single-sided, bound copies of Financial Statements*
- Submit 2 electronic copies on Compact Discs or USB Flash Drives**

TO

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

SUBMISSION DEADLINE: THURSDAY, MAY 14, 2015 BY 11:00AM CST

RESPONDENT:	
CONTACT NAME:	
CONTACT TELEPHONE:	
CONTACT EMAIL:	
ADDRESS:	

Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

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**SECTION I
SUBMISSION CHECKLIST**

Please review your firm's submission and ensure all applicable forms are completed and additional required documentation is attached. Also, please ensure your firm's electronic and hard copy submissions are organized as noted below. The transmittal letter must be signed by an authorized officer of the firm.

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SECTION II KEY INFORMATION

The Public Building Commission of Chicago ("Commission" or "PBC") has issued a Request for Qualifications (RFQ) from qualified firms seeking to be pre-qualified to provide Geotechnical Services to the Commission. It is the intention of the Commission to create a pre-qualified pool of firms to complete the required services.

Firms seeking to be prequalified ("Respondent") to provide the requested services are required to submit evidence of successful previous experience in the field, financial capability, and possession of requisite licensing/certifications and otherwise meet all qualifications requirements as outlined herein.

1. **RESPONDENT CONTACT WITH THE PBC:** The PBC has selected the Contract Officer identified below as the *sole point of contact* regarding this Pre-Qualification from the date of issuance until selection of the successful Respondent(s). Respondent's communication with the PBC concerning this Pre-Qualification must be exclusively with:

Raven A. DeVaughn, Contract Officer
Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, Illinois 60602
Fax (312) 744-8005
raven.devaughn@cityofchicago.org

2. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the PBC reserves the right to change the dates.

- Issue RFQApril 6, 2015
- Pre-Submission Conference April 22, 2015 at 2:00 PM CST
- Questions Deadline April 28, 2015 at 11:00 AM CST
- Submission DeadlineMay 14, 2015 at 11:00 AM CST

3. **RFQ AVAILABILITY:** Hard copies of the Request for Qualifications are available at the Richard J. Daley Center, 50 West Washington Street, Room 200, Chicago, IL 60602, at the Reception Desk. Our office hours are from 9:00 AM to 5:00 PM, Monday through Friday or you may download it online by going to the following link: www.pbcchicago.com. Any addenda that are issued will only be posted to the above listed website link. Respondent must acknowledge any addenda issued and posted to the PBC website www.pbcchicago.com, in the Cover Letter. The Commission is not responsible for a Consultant's failure to obtain or download any addenda issued for a RFQ.

4. **QUESTIONS:** Please direct all questions (and requests for American Disabilities Act accommodations), in writing, to the RFQ Contact. Questions may be answered at the discretion of the PBC. If questions are answered, it will be answered via an Addenda posted to the PBC's website, which may be viewed at www.pbcchicago.com.

5. **NUMBER OF COPIES:**

Submit 1 signed, single-sided, bound ORIGINAL (marked as such)

Submit 1 double-sided, unbound paper copy

Submit 3 double-sided, bound paper copies

Submit 2 single-sided, bound copies of Financial Statements*

Submit 2 electronic copies on Compact Discs or USB Flash Drives**

* Financial Statements will be immediately destroyed after the Commission's review.

** Electronic copies must be in a single, searchable pdf document.

6. **SUBMISSION DIRECTIONS:** Submissions must be tendered to the Commission in a sealed envelope or container that clearly indicates the title of the RFQ and the Contract Officer's information prior to the submission deadline. If submitting to more than one RFQ, each RFQ response must have its own envelope/container. Responses must be submitted to:

Raven A. DeVaughn, Contract Officer
Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, Illinois 60602

7. **CONFIDENTIALITY:** Respondent may designate those portions of the Proposal, which contain trade secrets or other information the Respondent deems as proprietary or privileged (including financial information) as confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the PBC except for evaluation purposes, the Respondent must clearly demarcate the bottom of each page containing confidential information as "CONFIDENTIAL."
8. **FALSE STATEMENTS:** Any false statement(s) made by the Respondent (s) will void the response and eliminate the Respondent(s) from further consideration.
9. **RIGHT TO CANCEL:** The PBC reserves the right to cancel this procurement process whenever the best interest of the PBC is served. The PBC shall not be liable for costs incurred by Consultants associated with this procurement process.

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SECTION III DEFINITIONS

3.1 Definitions

Throughout this Request for Qualifications these terms have the following meanings:

- a. **PBC or Commission** means the Public Building Commission of Chicago.
- b. **Agreement** means the contract for Environmental Planning, Design and Construction Oversight Services for various projects that is to be entered into between the PBC and the selected Respondent pursuant to this RFQ.
- c. **Authorized Commission Representative** means one or more persons designated in writing by the Executive Director for the purposes of assisting the PBC in managing the Project. As specifically directed by the PBC, the Authorized Commission Representative will act on behalf of the PBC.
- d. **Respondent** means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit responses pursuant to this RFQ.
- e. **Selected Respondent** means the individual, partnership, corporation or joint venture that the PBC selects for award of a contract pursuant to the RFQ.
- f. **Services** mean all the tasks for which the PBC engages the Selected Respondent.
- g. **Sub-consultant** means individual(s), partnership(s), corporation(s), or joint venture(s) that the Respondent engages to provide specialized services required by the Agreement.
- h. **Submittal or Submission** means all materials provided in response to this RFQ.
- i. **Task Order** means a document issued by the Commission to the Consultant 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. Issuance of Task order does not authorize work to commence. Should Consultant commence work prior to the issuance of a Notice to Proceed, the PBC will not be responsible for costs incurred for work not authorized to proceed.
- j. **Notice to Proceed** is a document issued either with or after the Task Order authorizing the consultant to proceed with the tasks as described in the Task Order.

3.2 Interpretations

- A. Any headings in this RFQ are for convenience of reference only and do not define, limit, control or affect the meaning of the RFQ's provisions. In this RFQ, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFQ refer to this RFQ. All section references, unless otherwise expressly indicated, are to sections of this RFQ. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFQ and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFQ.

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SECTION IV SCOPE OF SERVICES

4.1 Permits, Subcontracts, and Health & Safety

The Consultant will not be working off-site; however, the Consultant is responsible for procuring all permits necessary to complete the scope of work. Prior to initiating investigation activities, the Consultant and its selected drilling subcontractor shall contact DIGGER to mark underground utilities in public rights-of-way. The Consultant shall also retain a private utility locator service to identify all utilities in the project area. The Consultant shall subcontract a qualified driller and a geotechnical laboratory as necessary. The Consultant shall also prepare and submit to the PBC a "Health and Safety Plan", ten (10) working days prior to the start of fieldwork.

4.2 Benchmark

The Consultant shall establish a temporary benchmark on or near the project area with a description and elevation to the nearest 0.01 feet and reference its elevation to the official Chicago City Datum (CCD) and shall provide a drawing describing and locating the benchmark or include its location and description on the final boring plan.

4.3 Borings Location Plan

The Consultant shall utilize a boring location plan based on the site characteristics, proposed improvements and the recommended minimum requirements contained in this RFP along with the attached proposed boring location plan when provided by the PBC. The locations and depth of proposed borings shall be indicated on a sketch accompanying the geotechnical engineer's proposal. If the geotechnical engineer finds it necessary to change the locations and depths of any of the proposed borings, the PBC Project Manager or the PBC field representative shall be notified and a new location or depth shall be agreed upon between the PBC Project Manager or PBC field representative and the geotechnical engineer, prior to the start of work. Also since the improvements are presently conceptual, the locations of all soil borings are tentative and the final locations may be changed as directed by the PBC prior to or during the field investigation activities to suit a revised site layout prior to starting the drilling which may include additional contingency work.

4.4. Soil Borings

The following are suggested guidelines for the number and depth of soil borings; however, the consultant is responsible for developing/recommending changes to the proposed PBC plan or shall provide their own plan subject to PBC approval:

1. Number and Location of Soil Borings:

Drill at locations as directed by the PBC and as verified by the Consultant such that adequate soil sampling is measured for the types of proposed improvements.

As per the CDOT "Geotechnical Review Checklist", provide an adequate number of borings to cover the entire building site (a minimum of two borings for the first 10,000 square feet of the building footprint and one boring for every 10,000 square feet thereafter, or fraction thereof):

2. Depths of Soil Borings for base bid shall be:
 1. One boring at 15' below ground surface.
 2. One boring at 50' below ground surface.
 3. Two borings at 10' below ground surface
 4. Two borings at 30' below ground surface.

As per the CDOT "Geotechnical Review Checklist", provide adequate depth of boring, defined to be a minimum dimension below bearing elevation either two times the footing width for spread footings or two times the maximum bell diameter for caissons (drilled shafts)

The geotechnical investigation work performed under this Task Order shall be performed in accordance with the ASTM International (ASTM) Standard D-420 where applicable to the scope of work as well as any other ASTM Standards or Guidelines as they may apply.

Soil borings shall be drilled in accordance with ASTM Standard D-1586, Penetration Test and Split-Barrel Sampling of Soils. Soil borings shall not be terminated in loose and/or soft soils; consult with the PBC Project Manager or PBC field representative prior to the termination of soil borings to ensure that the available data collected will provide adequate design information. If cohesive soils are encountered, undisturbed soil samples shall be obtained with a Shelby Tube sampler in accordance with ASTM Standard D-1587, Thin-Walled Tube Sampling of Soils. Obtain one undisturbed sample for each 10 feet of cohesive soil encountered. Samples shall be handled in accordance with ASTM D4220, Standard Practices for Preserving and Transporting Soil Samples, as applicable to the scope of work. Record groundwater level measurements during, at completion of boring, and 24 hours following the completion of the boring, as applicable. The geotechnical engineer shall advise the PBC Project Manager or PBC field representative immediately as to any further exploration and testing required to obtain information that the geotechnical engineer may require for a professional interpretation of subsoil conditions at the building site. If the Consultant fails to properly advise the PBC that further exploration or testing is required and must return to the site or in the case where inadequate procedures or care has occurred during the field activities, the Consultant will not be paid any additional mobilization/demobilization costs to return to the site for rework or any contingency work as further described in Section 9, entitled Additional Contingency Work. The Consultant shall also stake out all the boring locations and accurately establish, by engineer's level or transit, the ground surface elevation in Chicago City Datum of each boring and include along with location dimensions on a final boring location plan and shall show all elevations on the boring logs.

4.5 Percolation Tests

The Consultant may be directed by the PBC to perform or increase the number of percolation tests prior to or during field investigation activities and shall utilize a percolation test plan based on the site characteristics, proposed improvements and requirements of the test location plan where provided by the PBC. For proposal cost estimation purposes, assume that a minimum of four percolation tests at a strata depth of 4' below ground surface will be required as directed by the PBC—actual depth of test shall be determined upon findings of borings; however, the Consultant is responsible for recommending an adequate number of percolation test locations if additional testing is required. The proposed test locations shall be indicated on a sketch accompanying the Consultant's proposal where applicable. The percolation tests shall refer to guidelines for BMPs in the City of Chicago Stormwater Management Ordinance Manual. Tests will generally be located at proposed parking lots, playgrounds and detention areas. Include all proposed percolation test procedures.

4.6 Drilling and Sampling Methods

The Consultant shall perform drilling and sampling in accordance with ASTM Standards D-1586 and D-1587, as applicable. Standard Penetration Test (SPT) N values shall be recorded, as a minimum at 2.5, 5.0, 7.5, 10.0, 12.5 and 15.0 foot depths and at 5.0 foot intervals thereafter as applicable. Soil samples shall be classified in accordance with

ASTM Standards D-2487 and D-2488. Soil samples shall be preserved and field logs prepared by either a geotechnical engineer or an experienced soils technician under the supervision of a geotechnical engineer. The final depth of the soil borings are to be determined by the geotechnical engineer based on the anticipated loads and the expected soil profile in the area. Unconfined compressive strength values of cohesive soil samples, using a pocket penetrometer or soil strength classifier, shall be obtained in the field and recorded on the field logs as applicable.

4.7 Laboratory Testing Requirements

Soil and Rock Core Samples: As a minimum, assume one representative soil sample from each soil layer encountered in each soil boring for laboratory testing as follows where applicable:

Cohesionless (granular) Soils: Particle size distribution in accordance with ASTM D-422 and Unified Soil Classification (USCS) in accordance with ASTM D-2487/D-2488;

Cohesive (clayey) Soils: #200 Sieve Size in accordance with ASTM D-1140, Atterberg Limits (Liquid Limit and Plastic Limit) in accordance with ASTM D-4318, USCS in accordance with ASTM D-2487/D-2488, Unconfined Compressive Strength of Cohesive Soils in accordance with ASTM D-2166 (minimum of one test per boring), and One-Dimensional Consolidation Properties of Soils in accordance with ASTM D-2435 (up to 2 tests for the entire project depending on the soil types encountered and as directed by the PBC);

Rock Core Samples: Determination of rock quality designation (RQD) in accordance with ASTM Standard D6032 and Determination of unconfined compressive strength in accordance with ASTM Standard D7012 where applicable; and

The Consultant shall also provide pressuremeter tests for bearing capacities greater than 21 ksf (minimum two borings) and Vane Shear tests in soft clays for Earth Retention System (ERS) design and/or to check for caisson squeeze (minimum of two borings).

The Consultant shall also determine the need for optional CBR testing in accordance with ASTM D-1883 or ASTM D-4429 based on the proposed work and site characteristics and shall include such recommendation, if deemed appropriate, in the proposal. The recommendation shall include the recommended number of tests as well as a recommended procedure and need basis for the testing.

4.8 Field Measurements

In case of the presence of cohesive soils, pocket penetrometer values or values from a soil strength classifier shall be obtained to record the unconfined compressive strength values; and groundwater levels during, at completion of boring, and 24 hours following the completion of the boring (if feasible) shall be obtained, as applicable.

4.9 Additional Contingency Work

The requirements of the geotechnical investigation and report scope of work specifically provide that soil borings shall not be terminated in loose or soft soils or soils that are determined during field investigation activities to be weak and are therefore deemed inadequate for proper support of the proposed improvements based on properties and anticipated loads for the improvements. In such cases, the Consultant, at the direction of the PBC shall continue soil borings beyond initial planned depths. Where drilling depths are increased beyond initial planned depths, and suitable soil support strata are not encountered or are beyond a reasonable depth to be of any practical benefit for adequate bearing of the proposed improvements, then drilling shall continue to bedrock for selected or all soil borings as directed by the PBC. Where drilling continues to bedrock, a ten (10) foot rock core shall be obtained when directed by the PBC in accordance with ASTM Standards D2113 and D5079. The rock cores shall be classified and evaluated in accordance with the requirements outlined in Section 7, Entitled Laboratory Requirements as are applicable to rock core samples.

In the event that the determined field RQD is classified as poor rock quality, additional rock coring samples will be advanced at the direction of the PBC.

In order to provide for such additional work, contingency funds are included in the Task Order and the Schedule of Costs includes pricing for optional task items which can be included in the scope of work when so directed by the PBC prior to or during field investigation activities. All such additional work shall be paid for out of the Task Order contingency amount. The PBC also reserves the right to increase the contingency amount of the Task Order at any time to address additional work needs prior to or during field investigation activities and the Consultant will not be entitled to any increase or adjustment to any of the Task Order proposed unit prices or individual cost items. The Consultant will also only be paid for one (1) mobilization/demobilization which will be applicable and cover all work activities performed under the Task Order including all directed additional contingency work.

The Consultant or their drilling subcontractor shall have all the necessary equipment and tooling required to perform all the activities included in the Scope of Work and such equipment shall be immediately available or readily accessible so as not to unreasonably delay the progress of the work which shall include any additional contingency work. Equipment and tooling shall include an adequate number of auger sections and drill rods for drilling to bedrock, tooling for obtaining and recovering rock cores, rock core storage/transport containers, percolation test rings, bentonite chips or plug, patching materials and any other equipment, tooling or materials necessary to adequately complete the work.

4.10 Protection/Restoration of Property

The consultant shall contact the PBC Project Manager and all utility companies for information regarding buried utilities and structures, shall take all reasonable precautions to prevent damage to property both visible and concealed, and shall restore the site to the conditions existing prior to site entry. The consultant shall remove all soil cuttings, spoil, drilling mud and other debris produced by their activities from the work site and legally dispose of those at no additional cost to the PBC unless otherwise approved or as directed by the PBC. Site cleanup shall be accomplished immediately upon completion of sitework and spoil removal shall be accomplished as soon as possible where classification is required prior to transporting the material. Any spoil left on site pending classification shall be stored in sealed secure drums and placed in a location acceptable to the PBC.

Utilize existing spoils to restore borings and excavations; hand tamp/compact spoils in lifts to prevent future settlement of disturbed area. In landscape areas, a 2'x2' area of sod is to be cut away prior to drilling and replaced with new sod upon completion of work. In pavement areas, hand tamp/compact spoils as subbase and fill with concrete, 5" Thick (minimum), set flush with adjacent paving. Restore all lawn surfaces disturbed during exploratory digging with sod. Infill gaps with topsoil and seed.

4.11 Field and Laboratory Reporting Requirements

Prepare reports in accordance with, but not limited to, the following items:

- a. Record all data in accordance with the latest applicable ASTM standards;
- b. Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
- c. Identify the ASTM standards utilized;
- d. Provide a site plan giving dimensioned locations of test borings and percolation tests;
- e. Provide vertical sections for each boring plotted and graphically presented showing the number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot, and depth and elevation of ground water. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions;

- f. Soil Profile Sheets (including site plan and sections with CCD, foundation elevations in CCD, boring logs all test results (Penetrometer, SPT, Vane Shear, Water contents, Pressuremeter, RQD, Soil Descriptions, Stratigraphy, Water Table, etc)) shall be provided for projects requiring deep foundations in accordance with OUC requirements. In addition the boring log site plan should include the cross sections locations and show the proposed foundation.
- g. Describe the existing surface conditions, and provide a figure showing the generalized subsurface as well as summarize the subsurface conditions;
- h. Include all laboratory testing data as an appendix and include a table summarizing the laboratory test results, e.g., boring number, soil sample number/type, depth (from/to), #4, #10, #40, #100, #200, LL, PI, Q_u (pocket penetrometer, soil strength classifier, lab values), consolidation test results (C_c and C_R), rock core RQD, unconfined compressive strength of rock core samples, etc.;
- i. Report results of percolation tests in MPI (minutes per inch); and
- j. Results of all additional contingency work as directed by the PBC such as:

Disposition of Samples: Retain samples at the geotechnical engineer's office until foundation installation is complete, and then legally dispose of remaining soil samples as required.

4.12 Foundation Engineering Evaluation and Recommendations

Design Loads: As provided by the PBC or estimate maximum anticipated loads based on the project description of proposed improvements, concept plan or other plans provided.

Evaluation and Recommendations: The geotechnical engineer shall analyze the information developed from the investigation and submit a professional evaluation and recommendations for the necessary areas of consideration, including, but not limited to, the following:

- a. Foundation support for proposed structures, playground posts, and slabs, including allowable bearing capacity, recommended foundation depths/elevations, foundation design recommendations (shallow and/or deep foundations) and anticipated settlements;
- b. If deep foundation design is needed, include recommended depth, foundation types, e.g., pile, pier/caisson, etc., and vertical/lateral capacities, etc.) and all necessary geotechnical parameters, e.g., saturated and submerged soil densities, angle of internal friction, cohesion, adhesion, wall friction as applicable, horizontal subgrade modulus, RQD values, etc.;
- c. Anticipation of, and management of, groundwater for design of structures, pavements and utilities. Even if the groundwater is not encountered at the site, include recommendations to manage the groundwater during any excavation and long term groundwater conditions, or assess that no groundwater conditions will adversely affect the proposed improvements. Provide a design groundwater elevation in City of Chicago Datum.
- d. Provide recommendations for excavation and backfilling slopes, material (gradation requirements), and compaction (modified or standard proctor tests) requirements for structural fill, backfill, and for the support of structures and pavements;
- e. Vertical sub-grade modulus for design of pavements or slabs;
- f. Provide recommendations for soil preparation of pavement areas, including permeable pavement systems, artificial turf, flexible pavement systems, and rigid pavement systems.
- g. Discuss the feasibility of reusing excavated native soils as fill under structure and pavement (flexible and rigid) and artificial turf athletic fields.
- h. Discuss considerations of the use of permeable surface materials (i.e. artificial turf or concrete unit pavers) as it relates to saturation of fill and native soils under the permeable surface.
- i. Horizontal subgrade modulus for calculation of lateral load capacity of deep foundations; and
- j. Include all detailed calculations, including hand written calculations, when used to develop estimates, findings or

recommendations contained in the report.

4.13 Presence at Meetings

The geotechnical Consultant shall be available for a meeting(s), if requested by the PBC to discuss the investigation results to the PBC Project Manager and assigned Engineering and/or Architectural team members.

4.14 Deliverables

The Consultant shall provide, for each site: one electronic copy in PDF format of a "Draft Report" to the PBC for review and comment. The Consultant shall be prepared to discuss and implement revisions to the document. The Consultant shall then provide one electronic copy in PDF format of an "Interim Final Report" – incorporating the comments on the "Draft Report" - to the PBC for review and comment. The Consultant shall then provide five bound printed copies and an electronic copy in PDF format of a "Final Report" reflecting all PBC comments on a CD to the PBC.

4.15 Time

Within 8 calendar days upon Notice of Award, the Consultant shall provide a project schedule outlining sequence and duration of the tasks to be conducted in part of the scope of work. Schedule shall include, at minimum, information regarding utility locate service, field testing, laboratory testing, installation/construction of temporary measures (if any), restoration of conditions, and submission of draft report. Update the schedule throughout the duration of the project, as applicable.

The Consultant shall commence field testing operations within 7 calendar days upon Notice to Proceed (NTP). The Consultant shall provide a draft report (inclusive of lab results) within 14 calendar days upon completion of field work for PBC review. The Consultant shall provide the final report within 14 calendar days of receipt of comments / coordination items resulting from the review of the draft report.

4.16 Access to Property

The Consultant shall contact the PBC Project Manager for information regarding access to the site. A Right-of-Entry (ROE) will be required. The PBC shall assist with obtaining the ROE.

4.17 Use of Report

The Public Building Commission of Chicago and the user agency or department may reproduce the report without modifications and distribute the report in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant.

4.18 Qualifications/Personnel

All work shall be performed by qualified personnel under the supervision of an Illinois Licensed Professional Engineer and the document submitted shall bear the engineer's seal and certification.

4.19 Proposal Content

Provide a proposal that includes, but is not limited to, the following:

- a. A detailed description of the proposed geotechnical investigation scope of work and an accurate and full understanding of the services requested;
 - b. Project managers and key personnel who will be responsible for providing the services necessary for the geotechnical investigation and report preparation stated above, including those who will perform the work in the field and review the quality of the report. The proposal must state their roles and areas of responsibility/activities;
 - c. Copies of current licenses for all project managers and key personnel;
 - d. Designation of a quality control/assurance individual to review formatting and content prior to distributing the report to the PBC;
 - e. Date when geotechnical investigations will commence (such as within 7 calendar days upon receipt of NTP) and the number of consecutive calendar days required to complete the work; and
- Completed and signed Schedule of Costs – Attachment B and any other pertinent information deemed appropriate to evaluate the Consultants proposal.

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SECTION V TASK ORDER PROCESS

5.1 Task Order Process (Rotation and Request)

Pre-qualified Consultants must perform the ordered and required Services in a satisfactory manner consistent with the standard of performance stated in Attachment F – Form of Agreement Section 3.b. Such Services will be determined on an as-needed basis and as described in a Task Order Services Request. Pre-Qualified Consultants will be responsible for the professional and technical accuracy and completeness of all work or materials furnished.

A. Task Order Rotation

1. The PBC has the discretion to issue a task order to the Pre-Qualified Consultants in one of the following manners:
 - a. Rotational Basis: In an effort to ensure equitable distribution of the task orders, the PBC may opt to assign the work on a rotational basis.
 - b. Solicit competition for a limited number of Consultants: In an effort to ensure competition, the PBC reserves the right to solicit pricing from a subset of the pre-qualified pool of Consultants on a rotational basis.
 - c. Directed Source: The PBC reserves the right to award a task order to a Pre-Qualified Consultant. A Directed Source assignment may be the option of choice when:
 1. The project requires specific expertise, knowledge, and/or past experience
 2. The PBC is attempting to meet aspirational goals designed to eradicate the effects of inherent competitive disadvantages in the award of contracts.
 3. Performed similar services on the site in the past.
 4. The emergency nature of the assignment.

B. Task Order Request

1. The PBC will issue a Task Order Services Request, via e-mail, describing the project, scope of services required, special conditions (if applicable), required completion date, and all pertinent information to the pre-qualified Consultant (s).
2. Consultant(s) will have a specified number of days to respond to all items found within the Task Order Request which include Consultant's proposed MBE/WBE Plan. Consultant(s) may seek clarification on the Request prior to the submission deadline. Failure to respond to the PBC's Request in a timely fashion may result in the PBC moving on to the next available Consultant(s).

Please Note: Costs associated with the response to Task Order Requests are not compensable under the Agreement and the PBC is not liable for any costs that may be incurred in response to such Requests.

5.2 Task Order Acceptance and Issuance

A. Task Order Acceptance

1. The Commission reserves the right to request a scope review meeting prior to or after Acceptance of Consultant's proposal, to ensure all scope and logistical items have been appropriately planned for by the Consultant.
2. Upon acceptance of Pre-Qualified Consultant's response to the Task Order Services Request, the PBC will, by written Task Order signed by the Executive Director (or designee), authorize the Pre-Qualified Consultant to perform the Task Order Services (see Exhibit 2 – Sample Authorized Task Order Packet).
3. The Authorized Task Order Packet will be distributed to the Consultant once Consultant has provided all requisite information. However, issuance of an Authorized Task Order Packet **does not** authorize Consultant to commence work.

5.3 Task Order Notice to Proceed

A. Notice to Proceed

1. Contemporaneously with or after the Authorized Task Order Packet is issued, the Commission's Authorized Representative will issue a Notice to Proceed for the required Services. Only after receipt of both documents should Consultant's commence working. The PBC is not liable for any costs incurred by Consultant who commences work without the proper approved documentation as described above.

5.4 Typical Task Order Timeline

Task	Responsible Party	Time (calendar days)
Issue Task Order Request	PBC-Procurement	Day 1
Respond to Request	Consultant	Day 8
Review Proposal/Conduct Scope Review Meeting/Recommend Award	PBC-PM	Day 15
Cure any Packet Deficiencies (if necessary)	PBC-PM/Consultant	Day 18
Issue Authorized Task Order Packet	PBC-Procurement	Day 21
Issue Notice to Proceed	PBC-PM	when ready

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SECTION VI SUBMISSION REQUIREMENTS

6.1. GENERAL INSTRUCTIONS:

- A. These instructions describe the format and content of the submission. These directions are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect evaluation and may result in disqualification of the submission. The PBC expressly reserves the right to reject or accept submissions at the Commission's discretion.
- B. Submissions should be bound on the long side and prepared on standard 8½" x 11" letter size paper. Separate each section by labeled tabs and organize in accordance with submission checklist as described previously in this document. Expensive papers and bindings are discouraged as no materials will be returned to respondent.

Submit 1 signed, single-sided, bound ORIGINAL (marked as such)

Submit 1 double-sided, unbound paper copy

Submit 3 double-sided, bound paper copies

Submit 2 single-sided, bound copies of Financial Statements*

Submit 2 electronic copies on Compact Discs or USB Flash Drives**

* Financial Statements will be immediately destroyed after the Commission's review.

** Electronic copies must be in a single, searchable pdf document.

If submitting to more than one RFQ, each RFQ response must have its own envelope/container. Failure to submit the required number of copies may prevent the Submission from being evaluated within the allotted time.

- C. The PBC reserves the right to seek clarification of information submitted in response to this RFQ during the evaluation and selection process. The Evaluation Committee (EC) may solicit relevant information concerning the firm's record of past performance from previous clients (including the PBC, the City of Chicago, other government agencies, or any other available sources).
- D. Attachments must be referenced in the Submission.
- E. Failure to submit the required documents may deem your firm non-responsive
- F. The outside of each envelope or package and each Response must be labeled:

REQUEST FOR QUALIFICATIONS FOR

GEOTECHNICAL SERVICES—PS2062

(Name of Respondent)

Package __of__

The outside of each envelope or package must be addressed and returned to:

Public Building Commission of Chicago

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

Attention: Raven A. DeVaughn - Contract Officer

- 6.2. **SUBMISSION REQUIREMENTS:** The following documents and responses must be included in your submission and tabbed as described in this document.

INTRODUCTORY INFORMATION — TAB 1

1. **COVER LETTER:** An individual authorized to legally bind the Respondent must sign the cover letter. The person who signs the cover letter will be considered the contact person for all matters pertaining to the Submission unless the Respondent designates another person in writing. The letter must include the Respondent's mailing address, e-mail address, fax number and telephone number.

Any requests for confidential treatment of information must be included and the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The request must also contain the name, address, and telephone number of the individual authorized to respond to the Commission about the confidential nature of the information

The Cover Letter must identify all firms in the project team composition, as well as must indicate the Respondent is prepared to enter into an agreement in similar form to Attachment F – Form of Agreement which contains the Commission's standard Terms and Conditions.

Respondent must also acknowledge any addenda issued and posted to the PBC website www.pbcchicago.com in the Cover Letter.

2. **TABLE OF CONTENTS:** The Respondent must include a table of contents in its Submission. Submissions must be page numbered sequentially from front to back.
3. **EXECUTIVE SUMMARY:** The Respondent must prepare an Executive Summary and overview of the services it is proposing including all of the following information:
 - A. Demonstrate that the Respondent has a clear understanding of the services as specified in the Scope of Services located herein. Please limit to no more than two pages.
 - B. Project Approach. Describe your approach to managing a typical project. Please limit to no more than two pages.
 - C. Provide an explanation of how the Respondent satisfies the evaluation criteria. Please limit to one page.
 - D. Provide a statement regarding the Respondent's understanding and commitment to comply with all Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises on assigned Task Orders as may be required. Respondent should highlight previous successful MBE and WBE previous projects (both PBC and non-PBC). Please limit to one page.
4. **ORGANIZATION CHART:** Provide an organization chart illustrating, the structure of the respondent's proposed team. This would include senior management, executives, project managers, project engineers, staff scientists, geologists, administrative assistants, CADD operators and other professionals that are employed by the firm who are being proposed as part of the team who would be assigned to work on pbc projects.
5. **PROJECT FLOW CHART:** Provide a Project Flow Chart including proposed management and personnel structure illustrating how the Respondent proposes to handle tasks assigned to the firm by the PBC.

FIRM AND PERSONNEL EXPERIENCE — TAB 2

1. QUALIFICATION OF THE FIRM(S)

- B. Provide examples of the Respondent's experience, within the last two (2) years, for projects located in the Illinois-Chicago Metropolitan area, capabilities and resources, at both the corporate and individual levels, of Construction Material Testing and Inspection services of municipal or education facilities.
- C. Include a Project Profile with project name, location, client, total contract amount, day-to-day technical project manager, your firm's primary role on the project, key staff, date completed, brief narrative description for each project identified and described above. No more than two pages per project.
- D. The Respondent must present their proposed project managers to be assigned for Public Building Commission work.
 - 1. Provide a one page table for each project manager that demonstrates ten (10) local projects. For each project please provide the following information:
 - a. Project Manager (The lead Project Manager Only)
 - b. Project Name
 - c. Project Location
 - d. Project Type: Industrial, Commercial or Residential
 - e. Brief description of the project
 - f. Value of Contract
 - g. Date of CompletionInclude client, total contract amount, day-to-day technical project manager, your firm's primary role on the project, key staff, brief narrative description for each project identified and described above.
- E. Copies of current licenses and resumes for the on staff Professional Engineers, all project managers and key personnel to be assigned to PBC projects.
- F. A description of how the Respondent has implemented cost savings measures on previous projects and how they propose to save the PBC on project costs.
- G. The Respondent must provide evidence of accreditation by a nationally recognized authority (AASHTO ,NVLAP, etc.) that they are accredited to:
 - 1. ASTM E329
 - 2. ASTM C1077
 - 3. ASTM C1093
- H. The Respondent must provide evidence from the appropriate national authority (CCRL, AMRL) that they participate in the concrete and soils excavation and proficiency programs.
- I. The Respondent must provide evidence of accreditation to AASHTO R18 or PBC approved equal.
- J. Provide copies of the following:
 - 1. A copy of the latest AMRL inspection report.
 - 2. A copy of the latest CCRL inspection report.

2. KEY PERSONNEL & LICENSES

- A. Demonstrate the ability and strengths of personnel and staffing to be dedicated to the services requested
- B. Provide resumes of key personnel (limit two-pages per resume).
 - 1. Demonstrate the availability and strengths of personnel and staffing to be dedicated to the services requested.

2. Provide no less than six (6) resumes of local key personnel that will be working on PBC projects.
 3. Provide a summary list of the individuals for which résumés have been provided, and the years that those individuals have been with their current firms.
 4. Copies of current licenses for the on-staff geotechnical consultants, project managers and key personnel.
- C. Provide a summary list of the individuals for which résumés have been provided, and the years that those individuals have been with their current firms.
- D. Provide a copy of all applicable licenses as required to perform the described services.

3. TECHNICAL COMPETENCE

- A. Complete Exhibit 1 Form-Relevant Project Experience – Project Managers Experience for all project managers being proposed to work on PBC projects by the Respondent. The Respondent shall demonstrate only project managers with a minimum of seven (7) successful projects in the past seven (7) years.

COMPLIANCE/INSURANCE — TAB 3

1. MBE/WBE CERTIFICATION

- a. If applicable, Respondent must furnish a copy of its most current M/WBE Certification Letter from the City of Chicago or Cook County (the only two Certifications accepted by the Commission).
- b. SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

Respondent is encouraged submit at least 5 previous projects (public or private—though public is preferred) where respondent met or exceeded the set MBE/WBE goals (must include goal and actual achievement). The PBC affirmative action requirements are set forth with particularity in Attachment D, “Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises”. The Respondent is required to make a statement of understanding and commitment to comply with the aforementioned Special Conditions on assigned task orders. The attachment includes various affidavits, certifications and other reporting forms, for the Respondent’s review.

2. INSURANCE

- a. Provide proof firm can attain insurance requirements as described in Attachment E.

3. JOINT VENTURE CERTIFICATION

If applicable, Respondent must furnish a copy of its Joint Venture Operating Agreement.

FINANCIAL STATEMENTS — TAB 4

The Respondent shall furnish financial statements including notes, such as but not limited to balance sheets and/or profit and loss statements, for the last three (3) years demonstrating the Respondent has the financial viability and ability to perform the Services. In the event Respondent does not have an audited financial statement, Respondent may submit a review or compilation prepared by an outside accountant with the notes. The Commission, however, reserves the right to request additional information. The Respondent shall also submit annual reports and a written disclosure advising of any pending litigation against the Respondent that may have a material effect in Respondent ability to provide the Services.

REQUIRED FORMS — TAB 5

1. **ATTACHMENT A – LEGAL ACTIONS** (attach additional information as necessary)
2. **ATTACHMENT B – DISCLOSURE AFFIDAVIT**
3. **ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES**

REQUIRED FORMS — TAB 6

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN

The Respondent must specifically describe its QA/QC process for reviewing all reports prior to submission to the PBC. A general statement that the Respondent has a QA/QC process is not acceptable, the Respondent shall demonstrate their QA/QC protocols within their firm. (Two page limit)

REJECTION OF SUBMISSIONS

Submissions that do not comply with the submission requirements of the RFQ or that contain omissions, erasures, alterations that are irregular in any way, may be rejected as informal and insufficient. The PBC, however, reserves the right to waive any or all informalities when it considers a waiver to be in its and the public's best interest.

OWNERSHIP OF SUBMISSION

The PBC owns all submitted materials. Submissions will not be returned to Respondents. During the evaluation and selection period and after the Selected Respondent(s) sign the Agreement(s), all Submittals remain the property of the PBC. The PBC shall not be responsible for expenses incurred in preparing and submitting the submission. Such costs must not be included in the submission.

IMPROPER PRACTICES

The Respondent must not offer any gratuities, favors, or anything of monetary value to any member of the Board of Commissioners of the PBC, official, or employee of the PBC for the purpose of influencing consideration of the Submittal. The Respondent must not collude in any manner or engage in any practices with any other Respondent(s) or potential Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondents' response to this RFQ to be rejected by the PBC. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subcontracts.

COMPLIANCE WITH LAWS

The Selected Respondent(s) must comply with all laws, statutes, ordinances and regulations of any and all governmental body, including the PBC and Federal, state, local and city governments. Respondents' attention is directed to the provisions of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (as amended), but Consultants must comply with any other provisions that apply to or in any manner affect any Services performed under the Agreement.

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SECTION VII EVALUATION CRITERIA

7.1 SELECTION PROCESS

An Evaluation Committee (EC) will review the Respondent's qualifications in accordance with submission requirements and evaluation criteria set forth in this document. The EC will render a recommendation to the Executive Director who will make a final determination and request approval from PBC Board of Commissioners to select the most highly qualified Consultants for inclusion in the Geotechnical Services pre-qualified pool. **The Commission expects to award up to 5 contracts to respondents to complete the services described herein.**

The PBC reserves the right to seek clarification of information submitted in response to this RFQ and/or request additional information during the evaluation process. The PBC reserves the right to accept or reject any or all qualifications and selections when it is determined, at the sole discretion of the Executive Director, to be in the best interest of the PBC.

7.2 EVALUATION CRITERIA

The Respondent will be evaluated on the depth, breadth and relevance of their firm's recent experience, capabilities and resources, at the individual and corporate levels, in:

A. FIRM EXPERIENCE AND PAST PERFORMANCE (20%)

1. The depth, breadth and relevance of Respondent's recent experience (within the past 2 years for projects located in the Illinois-Chicago Metropolitan area), capabilities and resources, at both the corporate and individual levels, in: (i) Field services including available equipment and type of studies, (ii) Analysis services including quantity, type and adequacy of equipment, type of studies, technicians and quality control, (iii) services including testing analysis, inspection procedures, and resource management and (iv) general knowledge of testing and inspection standards, as evidenced by the documents furnished, including, but not limited to, the Executive Summary and Exhibit 1 - Relevant Experience.
2. Respondent's demonstrated ability in meeting reporting, analysis and schedule parameters in its prior engagements, as evidenced by the documents furnished, including, but not limited to, the Executive Summary and Exhibit 1 – Relevant Experience.
3. Evidence of Respondent's current and valid business and professional licenses as evidenced by the documents furnished in response to this document.

B. QUALIFICATIONS AND RELEVANT EXPERIENCE OF KEY PERSONNEL (40%)

1. Qualifications of key staff, including education, training, job performance in similar capacities on comparable projects and previous experience in providing services, including field services, analysis services as evidenced by the Executive Summary and Exhibit 1 - Relevant Experience.
2. Respondent's demonstrated understanding of the services required and ability to identify appropriate personnel for the services required as evidenced by an organization chart indicating key personnel who will be assigned to the PBC's project and the responsibility each will have in the performance of the services and the Executive Summary.
3. Respondent's description of their approach to managing the needs of a typical project as evidenced by the Executive Summary.

C. TECHNICAL COMPETENCE OF FIRM (25%)

The Respondent shall be evaluated on having the following qualified staff members (on staff) or through joint-venture in order to be deemed qualified to perform work under this RFQ. The Respondent shall identify in a matrix the proposed individual(s) for each of the following positions and include their resume in the Resume section demonstrating that each individual meets the requirements set forth below:

1. Qualifications of key staff, including education, training, job performance in similar capacities on comparable projects and previous experience in providing services, including field services, public right of way amendments, and drafting services as evidenced by the Executive Summary.
2. Respondent's demonstrated understanding of the services required as evidenced by the Executive Summary and ability to identify appropriate personnel for the services required as evidenced by an organization chart indicating key personnel who will be assigned to the PBC's project and the responsibility each will have in the performance of the services.
3. Respondent's description of their approach to managing the needs of a typical project as evidenced by the Executive Summary.

D. MBE/WBE UTILIZATION (15%)

The quality of the Respondent's statement of understanding and commitment to comply with the PBC's Special Conditions found in Attachment D as evidenced in the Executive Summary. In addition, the PBC will evaluate the Respondent's past performance in meeting and/or exceeding the MBE and WBE goals on PBC and Non-PBC projects as indicated in Attachment D. Respondents are encouraged to provide data on meeting and/or exceeding MBE and WBE goals on PBC and None-PBC projects.

7.3 OTHER EVALUATION CONSIDERATIONS

A. PROJECT ORGANIZATION CHART

The quality of the Respondent's proposed management and personnel structure for a typical project as depicted in the Project Organization Chart.

B. FINANCIAL STRENGTH

The PBC will evaluate the Respondent's demonstrated financial stability, as evidenced in the documents and references provided in Respondent's submission.

C. CONTRACT TERMS AND CONDITIONS

Evidence of the Respondent's understanding of the PBC's standard terms and conditions found in Attachment F, "Form of Agreement" to this RFQ. These terms and conditions are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

D. RFQ COMPLIANCE / RESPONSIVENESS

PBC will review the quality, completeness and comprehensiveness of response to this RFQ and compliance with each of the submission requirements.

E. QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN

The PBC will assess each Respondent's understanding of quality assurance and quality control, and their demonstrated ability to provide effective quality assurance and quality control services as evidenced by the QA/QC Plan as related to these services.

EXHIBIT 1 RELEVANT EXPERIENCE

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT 1 FORM
Geotechnical Services

For each proposed key personnel identified in the Key Personnel Matrix, requested in the RFQ, please provide examples of experience for projects investigated in the Illinois-Chicago Metropolitan area. The consulting firm must only present their proposed key personnel to be assigned for Public Building Commission geotechnical work.

Complete Exhibit 1 Form for each proposed Key Personnel. Project Managers assigned to PBC projects must provide evidence supporting a minimum of four (4) successful projects in the past five (5) years. Projects must be completed within the last five (5) years to be deemed responsive. **No more than two (2) projects are to be PBC projects.**

KEY PERSONNEL			
Project Name:			
Project Location:			
Project Client:			
Project Contact:			
Role on Project:		Prime <input type="checkbox"/>	Sub-consultant <input type="checkbox"/>
Approximate SQFT. of Site			
Amount of Borings			
Soil Conditions			
Non-PBC Type:	Industrial <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other (explain): _____		
Total Contract Value:		Your Firm's Contract Amount:	
Project Start Date:		Project Completion Date:	
(Dates must be provided or project will be deemed non-responsive)			
Description of Project (Detailed project description must be provided or project will be deemed non-responsive):			

EXHIBIT 2

SAMPLE AUTHORIZED TASK ORDER PACKET

(ATTACHED HERETO AND INCORPORATED HEREIN)



Richard J. Daley Center
50 West Washington Street
Room 200
Chicago, Illinois 60602
(312)744-3090
Fax (312)744-8005
www.pbcchicago.com

Chairman
RAHM EMANUEL
Mayor
City of Chicago

Executive Director
ERIN LAVIN CABONARGI

August 20, 2014

John Doe
ABC Limited
4343 N. Randolph, Suite 4343
Chicago, IL 60661

Re: Task Order / Notice to Award
Contract Number: PS3443B
Task Order Number: 05750-PS3443B-001
Project Name: Cauty Elementary School Annex
Services: Geotechnical Investigation and Reporting Services
User Agency: Board of Education of the City of Chicago

Dear John Doe:

The Public Building Commission of Chicago accepts ABC Limited Task Order Proposal dated July 23, 2014 as described in Attachment B for the Not-To-Exceed amount. The value of the task order is stated below.

Cauty Elementary School Annex - Geotechnical Investigation and Reporting Services

\$21,571.00 Not-To-Exceed Fee for Basic Services as described in Attachment B - Schedule of Cost

\$7,549.85 Not-To-Exceed Contingency to be authorized in writing by the Public Building Commission of Chicago

The value of the task order is for a total not-to-exceed amount of \$29,120.85. This project is subject to the terms and conditions in Contract # PS3443B. The following Commission Representative will be issuing a Notice to Proceed:

- Project Manager Name: Jane Doe
- Project Manager Telephone #: (312) 744-3090

The Notice to Proceed authorizes ABC Limited to proceed with the Scope of Services described in Attachment A.

The above referenced services have been approved by the Executive Director of the Public Building Commission of Chicago.

Raven A. DeVaughn, Director of Procurement

Date

Lori A. Lypson, Chief Operating Officer

Date

ATTACHMENT B

**SCHEDULE OF COST
 GEOTECHNICAL INVESTIGATION AND REPORTING
 Project Name: Arthur Canty Elementary School
 PBC Project Number: 05750**

Complete the following table for various Scope of Work costs. Please include and add all materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables and any other costs incurred in preparation and submittal of deliverables. Project management under Task I includes all costs for the management and administrative time to control and administer all of the projects resources, time, costs and scope through final completion of the project.

Task Item	Quantity	Unit	Unit Cost	Subtotal	Total
Task I - Geotechnical Investigation:					
Project Management - Complete for entire project duration	1	L/S	\$ -	\$ -	
Meetings attended as requested by PBC	1	Each	\$ -	\$ -	
Mobilization/Demobilization - Complete for entire project including clean up and spoil disposal - one per project including if any contingency work is directed by the PBC	1	L/S	\$ -	\$ -	
Prepare and submit Health and Safety Plan	1	L/S	\$ -	\$ -	
Locate and mark underground utilities: In public ROW and onsite	1	L/S	\$ -	\$ -	
Drill Rig with Operator: Unit price per day	0	Day	\$ -	\$ -	
Drilling per ASTM D1586 and D4220: Unit price per foot to planned depth	220	Foot	\$ -	\$ -	
Drilling per ASTM D1586: Unit price per foot beyond planned depth when directed by the PBC	**	Foot	\$ -	**	
Surveying: Benchmark, coordinates, elevations, etc.	1	L/S	\$ -	\$ -	
Undisturbed Sampling per ASTM D1587: Unit price per sample	5	Each	\$ -	\$ -	
Rock Coring with core recovery Per ASTM D2113 and D5079: Unit price per foot when directed by the PBC	**	Foot	\$ -	**	
Percolation Tests: Unit price per test when directed by the PBC	2	Each	\$ -	**	
Subtotal 1 - Geotechnical Investigation:				\$ -	
Task 1 - Geotechnical Analysis:					
Grain Size per ASTM D422	8	Each	\$ -	\$ -	
Grain Size per ASTM D1140	8	Each	\$ -	\$ -	
Atterberg Limits per ASTM D4318	12	Each	\$ -	\$ -	
Soil Classification per ASTM D2487 and ASTM D2488	84	Each	\$ -	\$ -	
Unconfined Compressive Strength of Soil Sample per ASTM D2166	8	Each	\$ -	\$ -	
One-Dimensional Consolidation Testing per ASTM D2435	1	Each	\$ -	\$ -	
Moisture Content per ASTM D2216	84	Each	\$ -	\$ -	
Determination of Rock Quality Designation (RQD) of Rock Core Sample per ASTM D6032 when directed by the PBC	**	Each	\$ -	**	
Unconfined Compressive Strength of Rock Core Sample per ASTM D7012 when directed by the PBC	**	Each	\$ -	**	
Subtotal 2 - Geotechnical Analysis:				\$ -	
Task I - Expenses:					
Equipment Rental:					
1)				\$ -	
2)				\$ -	
Subtotal 3 - Equipment Rental:				\$ -	
Supplies:					
1)				\$ -	
2)				\$ -	
Subtotal 4 - Supplies:				\$ -	
Other Relevant Costs:					
1)				\$ -	
2)				\$ -	
Subtotal 5 - Other Relevant Costs:				\$ -	
Total Task I: Sum of Subtotals 1 through 5:					\$ -
Task II - Deliverables (Fixed Fee):					
Draft, Interim and Final Geotechnical Reports	1	L/S	\$ -	\$ -	
Total Task II:					\$ -
Subtotal: Sum of Total Task I and Total Task II:					\$ -
Contingency: 35% of Subtotal Sum of Total Task I and Total Task II:					\$ -
Total Project Cost Amount Not to Exceed:					\$ -

Notes: ** Provide unit prices only for task items indicated for pricing of optional work which can be included in the Scope of Work as determined during field investigation activities and as so directed by the PBC. All such work directed by the PBC will be paid for out of the Task Order contingency amount. The PBC also reserves the right to increase the contingency amount of the Task Order at any time to address additional work needs determined during the course of field investigation activities and the Contractor will not be entitled to any increase in proposed unit prices. The Contractor will also only be paid for one (1) Mobilization/Demobilization which will be applicable to and cover all the work performed under the Task Order including all additional or contingency work.

[Firm Name] _____ agrees to provide the Geotechnical Investigation and Reporting Services at _____ as Detailed in the Scope of Work (Attachment A) - Specification for the specified amount indicated above.

 Signature

 Printed Name and Title

Date: _____

ATTACHMENT A

**Scope of Work for
GEOTECHNICAL INVESTIGATION AND REPORTING**

SCOPE OF WORK:

Project Name: Arthur Canty Elementary School and Renovations
PBC Project Number: 05750

The Public Building Commission of Chicago (PBC) is seeking proposals from geotechnical consultants (hereafter referred to as "Consultant") to provide proposals for conducting a geotechnical investigation and reporting for the following location:

Site Name	Site Address	PBC Project Number	Attachments #
Arthur Canty Elementary School	3740 N. Panama Avenue PIN#s 12-23-221-001-0000	05750	4

Project Description:

The Project location is at the existing Arthur Canty Elementary School site, 3740 N. Panama Avenue, Chicago, IL 60634. The subject property currently contains existing school buildings with adjoining playground, modular classrooms, sidewalks, asphalt paved surfaces, grassed ground surfaces, landscaping, trash enclosure, fences and other appurtenances. The site generally lies to the north of Waveland Avenue and west of Panama Avenue in the City of Chicago.

The project will consist of construction of a new two (2) story addition to the existing school building including tie-in to the existing school building, site preparation, site development and renovations to the existing building. The new building annex is expected to include an elevator and will likely have an elevator pit. Site development will also include a new playground. Payment will be made only for actual work requested and completed to the satisfaction of the PBC.

There are presently no known environmental issues on the project site; however a Phase I Environmental Site Assessment (ESA) and/or other procedures to identify any Recognized Environmental Conditions (RECs) may be requested by the PBC from a separate contractor. Information obtained during the ESA will be provided to the geotechnical consultant if and when it becomes available, but it is not guaranteed to be available prior to the required initiation of geotechnical investigation activities.

Documents:

The following documents are attached for the Consultant's review and use:

- 1) Aerial photograph of the site depicting existing improvements and layout,

- 2) Sidwell map highlighting parcels and PIN number(s),
- 3) Preliminary site plan where available,
- 4) Plan indicating proposed locations of soil borings and percolation tests where applicable.

1. Permits, Subcontracts, and Health & Safety

The Consultant will not be working off-site; however, the Consultant is responsible for procuring all permits necessary to complete the scope of work. Prior to initiating investigation activities, the Consultant and its selected drilling subcontractor shall contact DIGGER to mark underground utilities in public rights-of-way. The Consultant shall also retain a private utility locator service to identify all utilities in the project area. The Consultant shall subcontract a qualified driller and a geotechnical laboratory as necessary. The Consultant shall also prepare and submit to the PBC a "Health and Safety Plan", ten (10) working days prior to the start of fieldwork.

2. Benchmark

The Consultant shall establish a temporary benchmark on or near the project area with a description and elevation to the nearest 0.01 feet and reference its elevation to the official Chicago City Datum (CCD) and shall provide a drawing describing and locating the benchmark or include its location and description on the final boring plan.

3. Borings Location Plan

The Consultant shall utilize a boring location plan based on the site characteristics, proposed improvements and the recommended minimum requirements contained in this RFP along with the attached proposed boring location plan when provided by the PBC. The locations and depth of proposed borings shall be indicated on a sketch accompanying the geotechnical engineer's proposal. If the geotechnical engineer finds it necessary to change the locations and depths of any of the proposed borings, the PBC Project Manager or the PBC field representative shall be notified and a new location or depth shall be agreed upon between the PBC Project Manager or PBC field representative and the geotechnical engineer, prior to the start of work. Also since the improvements are presently conceptual, the locations of all soil borings are tentative and the final locations may be changed as directed by the PBC prior to or during the field investigation activities to suit a revised site layout prior to starting the drilling which may include additional contingency work.

4. Soil Borings

The following are suggested guidelines for the number and depth of soil borings; however, the consultant is responsible for developing/recommending changes to the proposed PBC plan or shall provide their own plan subject to PBC approval:

1. Number and Location of Soil Borings:

Drill at locations determined by Consultant and as directed by the PBC such that adequate soil sampling is measured for the types of proposed improvements.

2. Depths of Soil Borings:

Depths of borings are contemplated as follows: Within building limits, 1 @ 50' and 7 @ 30' below ground surface; Parking lot, 2 @ 10' below ground surface or as otherwise directed by the PBC

The geotechnical investigation work performed under this Task Order shall be performed in accordance with the ASTM International (ASTM) Standard D-420 where applicable to the scope of work as well as any other ASTM Standards or Guidelines as they may apply.

Soil borings shall be drilled in accordance with ASTM Standard D-1586, Penetration Test and Split-Barrel Sampling of Soils. Soil borings shall not be terminated in loose and/or soft soils; consult with the PBC Project Manager or PBC field representative prior to the termination of soil borings to ensure that the available data collected will provide adequate design information. If cohesive soils are encountered, undisturbed soil samples shall be obtained with a Shelby Tube sampler in accordance with ASTM Standard D-1587, Thin-Walled Tube Sampling of Soils. Obtain one undisturbed sample for each 10 feet of cohesive soil encountered. Samples shall be handled in accordance with ASTM D4220, Standard Practices for Preserving and Transporting Soil Samples, as applicable to the scope of work. Record groundwater level measurements during, at completion of boring, and 24 hours following the completion of the boring, as applicable. The geotechnical engineer shall advise the PBC Project Manager or PBC field representative immediately as to any further exploration and testing required to obtain information that the geotechnical engineer may require for a professional interpretation of subsoil conditions at the building site. If the Consultant fails to properly advise the PBC that further exploration or testing is required and must return to the site or in the case where inadequate procedures or care has occurred during the field activities, the Consultant will not be paid any additional mobilization/demobilization costs to return to the site for rework or any contingency work as further described in Section 9, entitled Additional Contingency Work. The Consultant shall also stake out all the boring locations and accurately establish, by engineer's level or transit, the ground surface elevation in Chicago City Datum of each boring and include along with location dimensions on a final boring location plan and shall show all elevations on the boring logs.

5. Percolation Tests

The Consultant may be directed by the PBC to perform or increase the number of percolation tests prior to or during field investigation activities and shall utilize a percolation test plan based on the site characteristics, proposed improvements and requirements of the test location plan where provided by the PBC. For proposal cost estimation purposes, assume that a minimum of two percolation tests will generally be required if so directed by the PBC; however, the Consultant is responsible for recommending an adequate number of percolation test locations if required. The proposed test locations shall be indicated on a sketch accompanying the Consultant's proposal where applicable. The percolation tests shall refer to guidelines for BMPs in the City of Chicago Stormwater Management Ordinance Manual. Tests will generally be located at proposed parking lots, playgrounds and detention areas. Include all proposed percolation test procedures.

6. Drilling and Sampling Methods

The Consultant shall perform drilling and sampling in accordance with ASTM Standards D-1586 and D-1587, as applicable. Standard Penetration Test (SPT) N values shall be recorded, as a minimum at 2.5, 5.0, 7.5, 10.0, 12.5 and 15.0 foot depths and at 5.0 foot intervals thereafter. Soil samples shall be

classified in accordance with ASTM Standards D-2487 and D-2488. Soil samples shall be preserved and field logs prepared by either a geotechnical engineer or an experienced soils technician under the supervision of a geotechnical engineer. The final depth of the soil borings are to be determined by the geotechnical engineer based on the anticipated loads and the expected soil profile in the area. Unconfined compressive strength values of cohesive soil samples, using a pocket penetrometer or soil strength classifier, shall be obtained in the field and recorded on the field logs as applicable.

7. Laboratory Testing Requirements

Soil and Rock Core Samples: As a minimum, assume one representative soil sample from each soil layer encountered in each soil boring for laboratory testing as follows where applicable:

- a. Cohesionless (granular) Soils: Particle size distribution in accordance with ASTM D-422 and Unified Soil Classification (USCS) in accordance with ASTM D-2487/D-2488;
- b. Cohesive (clayey) Soils: #200 Sieve Size in accordance with ASTM D-1140, Atterberg Limits (Liquid Limit and Plastic Limit) in accordance with ASTM D-4318, USCS in accordance with ASTM D-2487/D-2488, Unconfined Compressive Strength of Cohesive Soils in accordance with ASTM D-2166 (minimum of one test per boring), and One-Dimensional Consolidation Properties of Soils in accordance with ASTM D-2435 (up to 2 tests for the entire project depending on the soil types encountered and as directed by the PBC);
- c. Rock Core Samples: Determination of rock quality designation (ROD) in accordance with ASTM Standard D6032 and Determination of unconfined compressive strength in accordance with ASTM Standard D7012 where applicable; and
- d. The Consultant shall also determine the need for optional CBR testing in accordance with ASTM D-1883 or ASTM D-4429 based on the proposed work and site characteristics and shall include such recommendation, if deemed appropriate, in the proposal. The recommendation shall include the recommended number of tests as well as a recommended procedure and need basis for the testing.

8. Field Measurements

In case of the presence of cohesive soils, pocket penetrometer values or values from a soil strength classifier shall be obtained to record the unconfined compressive strength values; and groundwater levels during, at completion of boring, and 24 hours following the completion of the boring (if feasible) shall be obtained, as applicable.

9. Additional Contingency Work

The requirements of the geotechnical investigation and report scope of work specifically provide that soil borings shall not be terminated in loose or soft soils or soils that are determined during field investigation activities to be weak and are therefore deemed inadequate for proper support of the proposed improvements based on properties and anticipated loads for the improvements. In such cases, the Consultant, at the direction of the PBC shall continue soil borings beyond initial planned depths. Where drilling depths are increased beyond initial planned depths, and suitable soil support strata are not

encountered or are beyond a reasonable depth to be of any practical benefit for adequate bearing of the proposed improvements, then drilling shall continue to bedrock for selected or all soil borings as directed by the PBC. Where drilling continues to bedrock, a ten (10) foot rock core shall be obtained when directed by the PBC in accordance with ASTM Standards D2113 and D5079. The rock cores shall be classified and evaluated in accordance with the requirements outlined in Section 7, Entitled Laboratory Requirements as are applicable to rock core samples.

In order to provide for such additional work, contingency funds are included in the Task Order and the Schedule of Costs includes pricing for optional task items which can be included in the scope of work when so directed by the PBC prior to or during field investigation activities. All such additional work shall be paid for out of the Task Order contingency amount. The PBC also reserves the right to increase the contingency amount of the Task Order at any time to address additional work needs prior to or during field investigation activities and the Consultant will not be entitled to any increase or adjustment to any of the Task Order proposed unit prices or individual cost items. The Consultant will also only be paid for one (1) mobilization/demobilization which will be applicable and cover all work activities performed under the Task Order including all directed additional contingency work.

The Consultant or their drilling subcontractor shall have all the necessary equipment and tooling required to perform all the activities included in the Scope of Work and such equipment shall be immediately available or readily accessible so as not to unreasonably delay the progress of the work which shall include any additional contingency work. Equipment and tooling shall include an adequate number of auger sections and drill rods for drilling to bedrock, tooling for obtaining and recovering rock cores, rock core storage/transport containers, percolation test rings, bentonite chips or plug, asphalt patching materials and any other equipment, tooling or materials necessary to adequately complete the work.

10. Protection of Property

The consultant shall contact the PBC Project Manager and all utility companies for information regarding buried utilities and structures, shall take all reasonable precautions to prevent damage to property both visible and concealed, and shall restore the site to the conditions existing prior to site entry. The consultant shall remove all soil cuttings, spoil, drilling mud and other debris produced by their activities from the work site and legally dispose of those at no additional cost to the PBC unless otherwise approved or as directed by the PBC. Site cleanup shall be accomplished immediately upon completion of sitework and spoil removal shall be accomplished as soon as possible where classification is required prior to transporting the material. Any spoil left on site pending classification shall be stored in sealed secure drums and placed in a location acceptable to the PBC.

11. Field and Laboratory Reporting Requirements

Prepare reports in accordance with, but not limited to, the following items:

- a. Record all data in accordance with the latest applicable ASTM standards;
- b. Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
- c. Identify the ASTM standards utilized;
- d. Provide a site plan giving dimensioned locations of test borings and percolation tests;
- e. Provide vertical sections for each boring plotted and graphically presented showing the number of

- borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot, and depth and elevation of ground water. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions;
- f. Describe the existing surface conditions, and provide a figure showing the generalized subsurface as well as summarize the subsurface conditions;
- g. Include all laboratory testing data as an appendix and include a table summarizing the laboratory test results, e.g., boring number, soil sample number/type, depth (from/to), #4, #10, #40, #100, #200, LL, PI, Q_u (pocket penetrometer, soil strength classifier, lab values), consolidation test results (C_c and C_R), rock core ROD, unconfined compressive strength of rock core samples, etc.;
- h. Report results of percolation tests in MPI (minutes per inch); and
- i. Results of all additional contingency work as directed by the PBC

Disposition of Samples: Retain samples at the geotechnical engineer's office until foundation installation is complete, and then legally dispose of remaining soil samples as required.

12. Foundation Engineering Evaluation and Recommendations

Design Loads: As provided by the PBC or estimate maximum anticipated loads based on the project description of proposed improvements, concept plan or other plans provided.

Evaluation and Recommendations: The geotechnical engineer shall analyze the information developed from the investigation and submit a professional evaluation and recommendations for the necessary areas of consideration, including, but not limited to, the following:

- a. Foundation support of the structure and slabs, including allowable bearing capacity, recommended foundation depths/elevations, foundation design recommendations (shallow and/or deep foundations) and anticipated settlements;
- b. If deep foundation design is needed, include recommended depth, foundation types, e.g., pile, pier/caisson, etc., and vertical/lateral capacities, etc.) and all necessary geotechnical parameters, e.g., saturated and submerged soil densities, angle of internal friction, cohesion, adhesion, wall friction as applicable, horizontal subgrade modulus, etc.;
- c. Anticipation of, and management of, groundwater for design of structures, pavements and utilities. Even if the groundwater is not encountered at the site, include recommendations to manage the groundwater during any excavation and long term groundwater conditions. Provide anticipated elevation for groundwater and approximate fluctuation levels, if present.
- d. Provide recommendations for excavation and backfilling slopes, material (gradation requirements), and compaction (modified or standard proctor tests) requirements for structural fill, backfill, and for the support of structures and pavements;
- e. Vertical sub-grade modulus for design of pavements or slabs;
- f. Provide recommendations for soil preparation of pavement areas, including permeable concrete unit paving, artificial turf, concrete and asphalt paving.
- g. Horizontal subgrade modulus for calculation of lateral load capacity of deep foundations; and
- h. Include all detailed calculations, including hand written calculations, when used to develop estimates, findings or recommendations contained in the report.

13. Presence at Meetings

The geotechnical Consultant shall be available for a meeting(s), if requested by the PBC to discuss the investigation results to the PBC Project Manager and assigned Civil Engineering and/or Architectural team members.

14. Deliverables

The Consultant shall provide, for each site: two printed copies and one electronic copy in PDF format of a "Draft Report" to the PBC for review and comment. The Consultant shall be prepared to discuss and implement revisions to the document. The Consultant shall then provide one electronic copy in PDF format of an "Interim Final Report" – incorporating the comments on the "Draft Report" - to the PBC for review and comment. The Consultant shall then provide five bound printed copies and an electronic copy in PDF format of a "Final Report" reflecting all PBC comments on a CD to the PBC.

15. Time

The geotechnical investigation shall be completed and the report shall be delivered to the PBC Project Manager within ten (10) business days after written authorization to proceed or one week after receiving comments on the draft report.

16. Access to Property

The Consultant shall contact the PBC Project Manager for information regarding access to the site. A Right-of-Entry (ROE) will be required. The PBC shall assist with obtaining the ROE.

17. Use of Report

The Public Building Commission of Chicago and the user agency or department may reproduce the report without modifications and distribute the report in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant.

18. Qualifications/Personnel

All work shall be performed by qualified personnel under the supervision of an Illinois Licensed Professional Engineer and the document submitted shall bear the engineer's seal and certification.

19. Proposal Content

Provide a proposal that includes, but is not limited to, the following:

- a. A detailed description of the proposed geotechnical investigation scope of work and an accurate and full understanding of the services requested;
- b. Project managers and key personnel who will be responsible for providing the services necessary for the geotechnical investigation and report preparation stated above, including those who will perform the work in the field and review the quality of the report. The proposal must state their roles and areas of responsibility/activities;
- c. Copies of current licenses for all project managers and key personnel;

- d. Designation of a quality control/assurance individual to review formatting and content prior to distributing the report to the PBC;
- e. Date when geotechnical investigations can commence (such as within a week after a written authorization) and the number of consecutive calendar days required to complete the work; and
- f. Completed and signed Schedule of Costs – Attachment B and any other pertinent information deemed appropriate to evaluate the Consultants proposal.

End of Attachment A

SAMPLE

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: _____

Project Number: _____

FROM:

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

TO:

_____ and Public Building Commission of Chicago
(Name of Professional Service Provider)

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

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

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

By:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE _____ WBE _____ Non-MBE/WBE _____

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

Name of Project: _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Title
and duly authorized representative of

Name of Professional Service Provider
whose address is

in the City of _____, State of _____

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

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

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

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

(2 of 2)

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% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

Name of Professional Service Provider (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE _____ WBE _____ Non-MBE/WBE _____

DESCRIPTIONS (Continued from Page 1)

Chicago are included as an Additional Insured on all policies on a primary and non contributory basis except Worker's Compensation.

30 Days prior written notice of cancellation (10 days notice for non-payment of premium)

Waiver of subrogation is granted in favor of the parties listed above as required by written contract.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Attached to and forming part of:

Auto / Garage
Policy Number

All Other
Policy Number ENP 021

Effective Date
of Endorsement 12-01-2013

Issued to ABC Limited

Agent THE ANDERSEN INSURANCE GROUP 45-108
CENTREVILLE, VA

Endorsement # 1

PREMIUM INFORMATION

Additional Premium Due at Endorsement Effective Date 100

Subsequent Annual Installments Increased by

\$

Revised Annual Installment Payment(s)

\$

It is agreed that the policy is amended as indicated by

Policy Installment Premium Amended to:

Annual

Semi-Annual

Quarterly

Named Insured

Mailing Address

Form(s) Added

CG2010 07/04

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

CG2037 07/04

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS

Form(s) Deleted

All Other Reason for Change

AMENDING TO INCLUDE OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION AND OWNERS, LESSEES OR CONTRACTORS - COMPLETED
OPERATIONS PER REVISED GA532

Auto / Garage Reason for Change

01-08-2014 10:53

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	ANY LOCATION AT WHICH WORK OR OPERATIONS WERE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**Waiver of Our Right to Recover
From Others Endorsement**



Policy Number
42 WN

Named Insured and Address

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

ABC Limited

Effective Date 12/01/2013	Effective hour is the same as stated in the Declarations of the policy.
------------------------------	--

Endt. No. 7

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

SAMPLE

EXHIBIT 3

SAMPLE NOTICE TO PROCEED

(ATTACHED HERETO AND INCORPORATED HEREIN)



Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
www.pbcchicago.com

Chairman
RAHM EMANUEL
Mayor
City of Chicago

Executive Director
ERIN LAVIN CABONARGI

Date

Contact Name
Firm
Address
Address

RE: NOTICE TO PROCEED
Project: Number and Name
Task Order: Number

Dear Contact:

This is a Notice to Proceed in response to your proposal dated date for description of services for Project Name.

(If applicable) Please complete the Site Access Requests sent to your attention for User Agency Name review and approval.

Sincerely,

Name
Project Manager

File Code: File Path

cc: Terri Haymaker, PBC
Ivan Hansen, PBC
Raven DeVaughn, PBC

ATTACHMENT A

Legal Actions

(ATTACHED HERETO AND INCORPORATED HEREIN)

**ATTACHMENT A
LEGAL ACTIONS**

FIRM NAME: _____

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

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

ATTACHMENT B

Disclosure Affidavit

(ATTACHED HERETO AND INCORPORATED HEREIN)

**ATTACHMENT B
DISCLOSURE AFFIDAVIT**

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

The undersigned _____, as _____
Name Title

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

Name of Firm:			
Address:			
Telephone:		Fax:	
FEIN:		SSN:	

1. _____
2. _____
3. _____
4. _____

5. Nature of transaction (check the appropriate box):

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

6. Disclosure of Ownership Interests

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

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other: _____ |

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: _____

2. Authorized to conduct business in the State of Illinois: Yes No

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

Name	Title

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

Name	Address	Ownership Interest Percentage

5. LLC's ONLY, indicate management type and name:

- Member-managed
- Manager-managed

Name: _____

6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

- Yes
- No

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PARTNERSHIPS

1. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name	Ownership Interest Percentage

SOLE PROPRIETORSHIP

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

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

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

Name(s) of Principal(s)

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

Name	Address

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.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct

described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.

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

C. STATE TAX DELINQUENCIES

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

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

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

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

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

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

INCORPORATION INTO CONTRACT AND COMPLIANCE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this _____ day of _____, 20____ by

_____ (Name) as _____ (Title) of

_____ (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

ATTACHMENT C

Disclosure of Retained Parties

(ATTACHED HERETO AND INCORPORATED HEREIN)

**ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

Date

Name (Type or Print)

Title

Subscribed and sworn to before me

this _____ day of _____ 20__

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the Consultant agrees to make best efforts to attain the aspirational goals to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - a. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - b. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - c. "Professional Service Contract" means a contract for professional services of any type.
 - d. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

- e. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
- f. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.
- g. "Good faith efforts" means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- h. "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.
- i. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible Joint Venture equal to the percentage of the ownership and control of the MBE or WBE partner in the Joint Venture. A Joint Venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A Joint Venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the Joint Venture:
 - a. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
 - b. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Consultant subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Consultant may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
 - i. Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or the County of Cook must be submitted.
 - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the Joint Venture agreement proposed among the parties. The Schedule B and the Joint Venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of

business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - a. Attendance at the Pre-bid conference;
 - b. 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;
 - c. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
 - d. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
 - e. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - a. The name, address and telephone number of MBE and WBE firms contacted;
 - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - f. 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.

- g. 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.
 - h. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - i. 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:
- a. 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;
 - b. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
 - a. 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.
 - b. 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.
 - c. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
 - d. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - e. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

- f. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - g. 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.
 - h. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
 - i. 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
 - j. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

9. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

- a. The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
- b. The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

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

- c. The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.
- d. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

- e. Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

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

14. Severability

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

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of Joint Venture _____
2. Address of Joint Venture _____
3. Phone number of Joint Venture _____
4. Identify the firms that comprise the Joint Venture
 - A. Describe the role(s) of the MBE/WBE firm(s) in the Joint Venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
 - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.
5. Nature of Joint Venture's business
6. Provide a copy of the Joint Venture agreement.
7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? _____%
8. Specify as to:
 - A. Profit and loss sharing _____%
 - B. Capital contributions, including equipment _____%
 - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
 - D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions: _____

B. Management decisions such as:

1. Estimating: _____

2. Marketing/Sales: _____

C. Hiring and firing of management personnel: _____

D. Purchasing of major items or supplies: _____

E. Supervision of field operations: _____

F. Supervision of office personnel: _____

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

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

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

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

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

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

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

Name of Project: _____

Project Number: _____

Name of Firm: _____

Name of MBE or WBE Firm: _____

Check the appropriate box: MBE or WBE

TO:

_____ and Public Building Commission of Chicago
Name of Professional Service Provider

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

Sole Proprietor

Corporation

Partnership

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 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

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

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 Exhibit, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE WBE Non-MBE/WBE

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a Joint Venture equal to the percentage of the ownership and control of the MBE/WBE partner.

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% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE WBE Non-MBE/WBE

ATTACHMENT E

Insurance Requirements

(ATTACHED HERETO AND INCORPORATED HEREIN)

**ATTACHMENT E
INSURANCE REQUIREMENTS
GEOTECHNICAL SERVICES—PS2062**

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.

E.1. INSURANCE TO BE PROVIDED:

E.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.

E.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 municipal facilities insuring bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

E.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 \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners must be named as Additional Insured on a primary, non-contributory basis.

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

E.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.

E.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

E.1.6. Valuable Papers

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

E.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 of Chicago, the City of Chicago and the User Agency and Owners as Additional Insured on a primary and non-contributory basis for on going and completed operations.

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

E.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 subconsultants 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.

E.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 policy has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission prior to Agreement award. 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 insurance. 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. Nonfulfillment 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 coverage is substantially changed, canceled, or non-renewed.

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

The Consultant thereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago and the User Agency, their respective Board members, employees, elected officials, or representatives, and/or the property owner designated in the scope of the work.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago and the User Agency 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.

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 desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Consultant must submit the following:

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

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

ATTACHMENT F

Form of Agreement

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT F
FORM OF AGREEMENT
EXECUTION PAGE
GEOTECHNICAL SERVICES – PS2062

THIS AGREEMENT effective as of January 1, 2016, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and _____ with offices at _____ (the "**Consultant**").

Address

City

State

Zip

Recitals:

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

WHEREAS, the Commission requires certain professional services as described in Section IV the Request for Qualifications of the Agreement (the "Services") 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 the Request for Qualifications response, 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

GEOTECHNICAL SERVICES – PS2062

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Rahm Emmanuel
Chairman
Date: _____

ATTEST:

Lori Ann Lypson
Secretary
Date: _____

Approved as to form and legality:

Neal & Leroy, LLC
Date: _____

CONSULTANT: _____

President
Date: _____

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: _____

State of: _____

Subscribed and sworn to before me by _____ and _____
on behalf of Consultant this _____ day of _____, 20____.

Notary Public
My Commission expires: _____
(SEAL OF NOTARY)

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **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.

3. **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.

4. **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.

5. **Duties and Obligations of Consultant.**

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

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

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

c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at www.pbcchicago.com/pdf/RES_PBC_ecl_CodeofEthicsConsolApril%202013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

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

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

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

g. **CW System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit

progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.

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

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

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

6. 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.

7. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$900,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

8. **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.

9. **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.

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

11. **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.

12. **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.

13. **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.

14. **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.]

15. **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.

16. **Miscellaneous.**

a. **Counterparts.** This Agreement may be executed in any number of counterparts,

any of which shall be deemed an original.

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

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

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

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

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

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

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

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

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