

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**SUPPLEMENTAL REQUEST FOR QUALIFICATIONS  
FOR  
TRAFFIC STUDY SERVICES - PS1853  
FOR  
VARIOUS PROJECT SITES**

**Issued on Monday, November 1, 2010  
RESPONSES ARE DUE ON Monday, November 15, 2010**

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 ONE (1) ORIGINAL AND SIX (6) COPIES (4 PAPER COPIES, 1 UNBOUND COPY AND 1 CD-ROM COPY)  
OF THE SUBMITTAL**

**TO:**

**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

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**Mayor Richard M. Daley**  
**Chairman**

**Erin Lavin Cabonargi**  
**Executive Director**

## I. SUBMISSION CHECKLIST

Please review submission and ascertain that all applicable forms are complete and additional required documentation is attached. The submission must be signed by an authorized officer of the firm.

1. \_\_\_\_\_ Transmittal Letter
2. \_\_\_\_\_ Table of Contents
3. \_\_\_\_\_ Executive Summary
4. \_\_\_\_\_ Copy of Joint Venture Agreement (if applicable)
5. \_\_\_\_\_ Project Flow Chart
6. \_\_\_\_\_ Detailed Organization Chart
7. \_\_\_\_\_ Key Personnel (Attach Resumes of Key Personnel)
8. \_\_\_\_\_ Copy of Each Applicable License
9. \_\_\_\_\_ Financial Statements
10. \_\_\_\_\_ Copy of Current MBE/WBE Certification Letter (if applicable)
11. \_\_\_\_\_ Quality Assurance/Quality Control Plan
12. \_\_\_\_\_ ATTACHMENT A-General Information/Disclosure Affidavit
13. \_\_\_\_\_ ATTACHMENT B- Relevant Experience
14. \_\_\_\_\_ ATTACHMENT C-Legal Actions (Attach additional information as necessary)
15. \_\_\_\_\_ ATTACHMENT D-MBE/WBE Certification Report Form
16. \_\_\_\_\_ ATTACHMENT E-Insurance (Provide proof of Insurance)
17. \_\_\_\_\_ ATTACHMENT F-Disclosure of Retained Parties

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II. KEY INFORMATION ABOUT THIS RFQ

1. **RFQ CONTACT:** The RFQ Contact, identified below, is the sole point of contact regarding the RFQ from the date of issuance until selection of the successful Consultant.  
Contract Officer  
Ingrid Worrell  
**Public Building Commission of Chicago**  
50 West Washington, Room 200  
Chicago, Illinois 60602  
Fax (312) 742-4712  
[Ingrid.worrell@cityofchicago.org](mailto:Ingrid.worrell@cityofchicago.org)
  
2. **SUPPLEMENTAL RFQ:** This RFQ is being issued to supplement the existing pool of pre-qualified firms providing Traffic Study services in connection with various public/capital projects over the next three years. Traffic Study Consultants currently in possession of a three-year term contract with the PBC are *not required* to respond to this Supplemental RFQ.
  
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](http://www.pbcchicago.com)**.  
Any addenda that are issued will only be posted to the above listed website link.  
The Commission will not be liable for a Consultant's failure to obtain or download any addenda issued for a request for qualifications.
  
4. **QUESTIONS:** Please direct all written questions (and requests for American Disabilities Act accommodations) to the RFQ Contact. Questions received after Monday, November 8, 2010 may be answered at the discretion of the Public Building Commission ("PBC"). We will post the answer on the PBC website, which may be viewed at [www.pbcchicago.com](http://www.pbcchicago.com).
  
5. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the Public Building Commission reserves the right to change the dates. Notice of any changes will be provided via addendum.  
Issue RFQ.....November 1, 2010  
Due Date and Time for Submissions.....November 15, 2010 at 2:00 PM Local Time
  
6. **NUMBER OF COPIES:** Submit a signed original copy, four (4) copies, plus one (1) unbound copy and one (1) compact disk (CD-ROM) copy of the electronic Submission in a sealed envelope or container.

7. **SUBMIT QUALIFICATIONS TO:**

Ingrid Worrell, Contract Officer  
Public Building Commission of Chicago  
50 West Washington Street, Room 200  
Chicago, Illinois 60602

8. **CONFIDENTIALITY:** Respondent may designate those portions of the Proposal, which contain trade secrets or other proprietary data that must remain 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:

A. Mark the title page as follows: "This RFP proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside the PBC and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in sheets (insert page numbers or other identification)." The PBC, for purposes of this provision, will include any consultants assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the PBC has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the PBC's right to use information contained in the data if it is obtained from another source without restriction.

B. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal." All submissions are subject to the Freedom of Information Act.

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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III. DEFINITIONS

3.1 Definitions

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

**"Commission" or "PBC"** means the Public Building Commission of Chicago.

**"Agreement"** means the contract for Environmental Consultant that is to be entered into between the PBC and the selected Respondent pursuant to this RFQ.

**"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.

**"Include."** Whenever the term "include" (in any of its forms) is used, it means "include, without limitation."

**"Respondent"** means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit responses pursuant to this RFQ.

**"Supplemental RFQ"** means this Request for Qualifications, including all Exhibits and Addenda.

**"Selected Respondent" or "Consultant"** means the individual, partnership, corporation or joint venture that the PBC selects for award of a contract pursuant to the RFQ.

**"Services"** means all the tasks for which the PBC engages the Selected Respondent.

**"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.

**"Submittal"** means all materials submitted in response to this RFQ.

**"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.

3.2 Interpretations

- 3.2.1. 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.

- 3.2.2. Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFQ mean that requirements, directions of and permission of the Executive Director are intended; similarly, the words "approved," "acceptable," "satisfactory" or words of like import mean "approved by," "acceptable to" or "satisfactory to" the Executive Director. Words such as "necessary," "proper" or words of like import mean that the Services must be performed in a manner or be of character which is "necessary" or "proper" in the sole opinion of the PBC.
- 3.2.3. Unless a contrary meaning is specifically noted elsewhere, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory" or words of like effect and import used in the RFQ means reasonable, suitable, acceptable, proper or satisfactory in the sole judgment of the PBC.

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**VI. NATURE OF SERVICES**

**4.1. Intent**

In February, 2010, the Public Building Commission of Chicago (PBC) awarded three-year term contracts to a pool of pre-qualified Traffic Study Consultants. The PBC is currently soliciting qualifications from firms or teams (the "Respondents") to supplement the existing pool of pre-qualified Traffic Study, services in connection with various public/capital projects over the next three years. Traffic Study consultants currently in possession of a three-year term contract are not required to respond to this Supplemental RFQ. The PBC will select the most qualified Traffic Study consultants for inclusion in the existing pool of pre-qualified firms to perform on a Task Order basis as Traffic Study consultants on potential public projects developed through the PBC. The task order assignment process to be followed is delineated in Section IV., Subpart 4.3.

**4.2. General Scope of Services – Traffic Study Consultant**

The Traffic Study Consultant will enter into a task order agreement with the PBC. Consultants will provide all Services required to complete the traffic study of the assigned project or projects during the planning or design phases. The Traffic Study Consultant is to complete a study on the traffic-related impacts of locating the proposed facility at the project site. The PBC would like to understand any traffic-related issues; both existing and that might be created by the development, in order to assess any traffic-related impacts that the development may have on the community. The term of this Agreement will terminate when all Services required have been completed to the reasonable satisfaction of the Commission. The Traffic Study Consultant contract will be executed in a Lump Sum Format, on a project by project basis.

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

**4.2.1. Data Collection:**

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



#### 4.2.2. Field Investigation:

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

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

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

#### 4.2.3. Trip Generation and Traffic Assignment

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

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

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

#### 4.2.4. Analysis and Recommendation

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

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

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

#### 4.2.5. Documentation

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

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

- a. Exhibits depicting existing conditions aerial
- b. Existing traffic
- c. Bicycle and pedestrian volumes
- d. Site generated traffic and pedestrian volumes
- e. Total traffic and pedestrian volumes
- f. Aerial exhibit identifying locations of recommended improvements

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

#### 4.2.6. Additional Studies (if needed)

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

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

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

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

### 4.3 Task Order Services Request and Award Process

Pre-Qualified Consultants must perform the ordered and required Services in a satisfactory manner consistent with the standard of performance stated in Attachment G – 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. Issuance of Task Orders

1. All Services must be authorized by a written Task Order. Pre-Qualified Consultants acknowledge and agree that the PBC is under no obligation to issue any Task Orders for Services.
2. The PBC may issue a Task Order Request specifically referencing the Agreement, identifying the project, and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date.
3. 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 vendors on a rotational basis.
- c. Sole Source: The PBC reserves the right to award a task order to a Pre-Qualified Consultant. A sole source assignment may be the option of choice when:
  - (1) The project requires specific expertise.
  - (2) The PBC is attempting to meet aspirational goals designed to eradicate the effects of competitive disadvantages in the award of contracts
  - (3) The emergency nature of the assignment.
- d. Pre-Qualified Consultants should be able to respond to Task Order requests within seven (7) days for most projects. Task Order requests may include, but are not limited to a proposed time schedule, budget, deliverables and a list of key personnel, all of which must conform to the terms of the Task Order Request and the terms and conditions of the Agreement.
- e. Costs associated with the preparation of Task Orders are not compensable under the Agreement and the PBC is not liable for any additional costs.

**B. Acceptance of Task Orders**

- 1. Upon acceptance of Pre-Qualified Consultant's response to the Task Order Services Request, the PBC may, by written Task Order signed by the Executive Director, direct the Pre-Qualified Consultant to perform the Task Order Services.
- 2. Pre-Qualified Consultants must not commence Services under the Task Order until the written approval of the Executive Director has been obtained, and the PBC is not liable for any cost incurred by the Pre-Qualified Consultant without such approval.

**4.4 Term of the Contract**

The term of this Agreement is three (3) years with three (3) successive one (1)-year renewal options at the sole discretion of the Commission.

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**V. INSTRUCTIONS FOR PREPARING AND SUBMITTING SUBMISSIONS**

**5.1 GENERAL INSTRUCTIONS:**

- 5.1.1 These instructions prescribe the format and content of the Submission. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the Submission. However, the PBC reserves the right to reject or accept any submittals for any reason whatsoever.
- 5.1.2 Submittals should be bound on the long side and prepared on standard 8½" x 11" letter size paper, with material on one side only. Separate each section by labeled tabs and organize in accordance with submittal requirements listed below. Expensive papers and bindings are discouraged since no materials will be returned. Of the seven (7) submittals, at least one (1) must contain original signatures and be marked **ORIGINAL**, one (1) must be submitted without any binding so as to facilitate additional copying by the PBC as required, one(1) must be in electronic format on a CD-ROM and four (4) bound copies. Failure to submit the required number of copies may prevent the Submission from being evaluated within the allotted time.
- 5.1.3 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 ("Committee") may solicit from previous clients (including the PBC, the City of Chicago, other government agencies, or any other available sources) relevant information concerning the firm's record of past performance.
- 5.1.4 Attachments must be referenced in the Submission.
- 5.1.5 Failure to submit the required documents may deem your firm non-responsive.
- 5.1.6 The outside of each envelope or package and each Response must be labeled:

REQUEST FOR QUALIFICATIONS FOR  
TRAFFIC STUDY SERVICES - PS 1853 FOR  
VARIOUS PROJECT SITES

Due 2:00 p.m. November 15, 2010

(Name of Respondent)

Package\_\_of\_\_

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

Public Building Commission of Chicago  
Re: TRAFFIC STUDY SERVICES for  
Various Project Sites  
**PS1853**

Richard J. Daley Center, Room 200  
50 W. Washington Street

Chicago, Illinois 60602  
Attention: Ingrid Worrell - Contract Officer

**5.2. SUBMITTAL REQUIREMENTS:**

**5.2.1 RESPONSIVENESS.** Consultant's compliance with all submission requirements.

**5.3. TECHNICAL SUBMISSION:** The following documents and responses will be included in the Technical Submission and tabbed as such in the order given below:

**5.3.1 TRANSMITTAL LETTER:** An individual authorized to legally bind the Respondent must sign the transmittal letter. The person who signs the transmittal 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.

The Transmittal 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 the form being offered. Attachment G – Form of Agreement contains the standard Terms and Conditions of the agreement which are not subject to negotiation.

**5.3.2 TABLE OF CONTENTS:** The Consultant shall include a table of contents in its Submission. Submissions shall be page numbered sequentially from front to back.

**5.3.3 EXECUTIVE SUMMARY:** The Consultant must prepare an Executive Summary and overview of the services it is proposing including all of the following information:

5.3.3.1 Demonstrate that the Consultant has a clear understanding of the services as specified in RFQ, "Nature of Services". Please limit to one page.

5.3.3.2 Statement of qualifications. Please limit to one page.

5.3.3.3 Project Approach. Describe your approach to managing a typical project. Please limit to one page.

5.3.3.4 Provide an organization chart illustrating, the structure of the Consultant's proposed team.

5.3.3.5 Provide an explanation of how the Respondent satisfies the evaluation criteria. Please limit to one page.

5.3.3.6 Minority and Women-Owned Business Enterprises (MBE/WBE). Provide a statement as to the Consultant MBE/WBE Certifications as set forth in Attachment D-Minority and Women Owned Business Enterprises Certification Report Form.

**5.3.4 QUALIFICATION OF THE FIRM(S)**

Describe the Respondent's experience, capabilities and resources, at both the corporate and individual levels, of traffic study services of municipal or education facilities.

5.3.4.1 Within the last five (5) years, respondents must provide evidence of such service in their Submittals.

5.3.4.2 Include 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.

### 5.3.5 PROJECT FLOW CHART

5.3.5.1 Provide a flow chart that indicates your proposed management and personnel structure for a typical project.

### 5.3.6 KEY PERSONNEL

5.3.6.1 Demonstrate the availability and strengths of personnel and staffing to be dedicated to the services requested.

5.3.6.2 Provide no more than four (4) resumes of key personnel

5.3.6.3 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.

5.3.6.4 Copies of current licenses for the on-staff traffic study consultants, engineers, project managers, and key personnel.

### 5.3.7 FINANCIAL STRENGTH

The Respondent shall furnish financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Respondent has the financial viability and ability to perform the Services. 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.

### 5.3.8 QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN

The Respondent must provide a QA/QC Plan, as related to these services.

### 5.3.9 INSURANCE REQUIREMENTS

The selected Respondent must maintain the types of insurance coverage described in Attachment E – Insurance Requirements. As such, each submission must be accompanied by written evidence of the Respondent's ability to procure the insurance specified in Attachment E and must include a **Sample Certificate of Insurance** showing required limits. Indemnification requirements are contained in the Agreement. Indemnification obligations are independent of and unlimited in any manner by the Selected Respondent's insurance coverage. The limits will depend upon the type of activity involved and will be as prescribed by the PBC's Risk Manager. The limits set forth in Attachment E are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

The PBC reserves the right to require the selected Respondent to furnish a **Sample Certificates of Insurance** or, if the PBC so requires, certified copies of the original policies of all insurance required by the RFQ. The receipt of any **Sample Certificate of Insurance** does not constitute agreement by the PBC that the insurance requirements of the RFQ have been fully met, or that the insurance policies indicated on the certificates are in compliance with all requirements of the RFQ. Failure of the PBC to request or obtain certificates or other evidence of insurance from the

selected Respondent shall not be deemed to be a waiver by the PBC.

#### **5.4 REQUIRED FORMS:**

##### **5.4.1 ATTACHMENT A – GENERAL INFORMATION**

5.4.1.1 Complete Attachment A-General Information

5.4.1.2 Provide copy of Joint Venture Agreement (if applicable).

5.4.1.3 Provide copy of current MBE/WBE certification letter (if applicable).

5.4.1.4 Provide copy of each applicable license.

5.4.1.5 Provide copy of sample insurance certificate or statement of ability to comply with insurance requirements identified in Section 5.3.9.

##### **5.4.2 ATTACHMENT B – RELEVANT EXPERIENCE**

5.4.2.1 Attach resumes of Key Personnel. Complete Attachment B – Relevant Experience.

##### **5.4.3 ATTACHMENT C – LEGAL ACTIONS**

5.4.3.1 Attach additional information as necessary.

##### **5.4.4 ATTACHMENT D – MINORITY AND WOMAN OWNED ENTERPRISES CERTIFICATION REPORT FORM**

##### **5.4.5 ATTACHMENT E – INSURANCE REQUIREMENTS**

##### **5.4.6 ATTACHMENT F - DISCLOSURE OF RETAINED PARTIES**

##### **5.4.7 ATTACHMENT G - FORM OF AGREEMENT**

**5.5. REJECTION OF SUBMITTALS:** Submittals that do not comply with the submittal requirements of the RFQ, or that contain omissions, erasures, alterations or additions, or 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.

#### **5.6. OWNERSHIP OF SUBMITTALS**

The PBC owns all submitted materials. Submittals 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 Submittal. Such costs shall not be included in the Submittal.

#### **5.7. IMPROPER PRACTICES**

The Respondent shall 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 shall 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.

#### **5.8. COMPLIANCE WITH LAWS**

The Selected Respondent must comply with all laws, statutes, ordinances and regulations of

any 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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**VI. EVALUATION CRITERIA**

**6.1 SELECTION PROCESS:**

An Evaluation Committee (the "Committee") will review the Respondent's qualifications in accordance with submittal requirements and evaluation criteria set forth below. After evaluating all relevant information, the Committee will then submit its recommendation to the Executive Director. The Executive Director will make a final determination and request approval from PBC Board of Commissioners to initiate negotiations with one or more of the firms that have submitted their qualifications and whose responses are most advantageous to the PBC.

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.

**Cancellation:** The PBC reserves the right to terminate this procurement at any stage if the Executive Director determines it to be in the best interest of the PBC. In no event is the PBC liable to Respondents for any cost or damages incurred by Respondents, subconsultants, subcontractors or other interested parties in connection with the selection process, including but not limited to any and all costs of preparing the Request for Qualifications and participation in any conferences, oral presentations or negotiations.

**6.2 EVALUATION CRITERIA:**

The Committee will review the qualifications in accordance with the following criteria:

**A. EXPERIENCE AND PAST PERFORMANCE**

- (1) The depth, breadth and relevance of Respondent's recent experience (past 5 years), 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, and quality control, (iii) services including analysis, design recommendations, and resource management and (iv) general knowledge of Chicago traffic conditions, as evidenced by the documents furnished in Respondent's submittal.
- (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 ATTACHMENT B – Relevant Experience.
- (3) Evidence of Respondent's current and valid business and professional licenses as evidenced in the Executive Summary and ATTACHMENT A – General Information about the Respondent.

## **B. ORGANIZATION**

- (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.
- (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.
- (3) Respondent's description of their approach to managing the needs of a typical project.

## **C. PROJECT FLOW CHART**

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

## **D. FINANCIAL STRENGTH**

The PBC will evaluate the Respondent's demonstrated financial viability and ability to perform the Services, as evidenced by the documents furnished in Respondent's submittal.

## **E. CONTRACT TERMS AND CONDITIONS**

Evidence of the Respondent's understanding of the PBC's standard terms and conditions found in Attachment G, "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.

## **F. INSURANCE REQUIREMENTS**

Each Respondent must provide evidence of its ability to procure insurance that complies with the requirements set forth in Attachment E.

## **G. RFQ COMPLIANCE / RESPONSIVENESS**

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

## **H. 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.

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**ATTACHMENT A**  
**GENERAL INFORMATION-DISCLOSURE AFFIDAVIT**  
**REQUEST FOR QUALIFICATIONS**  
**TRAFFIC STUDY SERVICES - PS1853**  
**FOR**  
**VARIOUS PROJECT SITES**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Federal Employer I.D. #: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Nature of Transaction:

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

**Instructions:** FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above 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" or "Contractor") having been duly sworn under oath certifies that:

**I. 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".

- Bidder/Proposer/Contractor is a:
- Corporation  LLC
  - Partnership  LLP
  - Joint Venture  Not-for-Profit Corporation
  - Sole Proprietorship  Other

**SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)**

a. State of Incorporation or organization \_\_\_\_\_

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation or LLC (or attach list):  
 Names of all directors of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. For LLC's, state whether member-managed or identify managing member:

\_\_\_\_\_.

f. 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.

**SECTION 2. PARTNERSHIPS**

- a. 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 of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIP**

- a. 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 NO, complete items b. and c. of this Section 3.

- b. 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). (Print or Type)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- c. 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(s)

Address(es)

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**SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES**

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

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**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. State of incorporation \_\_\_\_\_

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

## II. CONTRACTOR CERTIFICATION

### A. CONTRACTOR

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-rigging<sup>2</sup> 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 submittal of this bid, proposal or response.<sup>3</sup>
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> 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 judgement 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 describe in Section II(A) (1)(a) or (b) of this certification; (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 II(A)(1)(a) or (b) 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 describe in Section II(A)(1)(a) or (b) of this certification 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 in Section II(A)(1)(a) or (b) 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 Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), 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 Section II(B)(1) and (2) above, 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 [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

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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 sheets if necessary.

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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**

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.

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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.

**III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (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 Paragraph A of Section III, identify any exceptions:

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(Attach additional pages of explanation to this Disclosure Affidavit, 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.

#### **IV. 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.

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**V. VERIFICATION**

Under penalty or 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 Procurement, 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 or Contractor)

\_\_\_\_\_  
Notary Public Signature and Seal

## Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

ATTACHMENT B - RELEVANT EXPERIENCE

REQUEST FOR QUALIFICATIONS  
TRAFFIC STUDY SERVICES - PS1853  
FOR  
VARIOUS PROJECT SITES

No more than four (4) project examples of Respondent's Traffic Study consulting services experience for projects located in the Illinois-Chicago Metropolitan area, completed in the last 5 years. The Respondent must present their proposed Key Personnel to be assigned for Public Building Commission traffic study consulting work.

1. Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Role on Project:      Prime       Subconsultant   
Owner: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact email: \_\_\_\_\_  
Owner's Current Phone Number: \_\_\_\_\_  
Total value of the project: \$ \_\_\_\_\_ Total fee received by Respondent: \$ \_\_\_\_\_  
Completed: Mo/Yr: \_\_\_\_\_
  
2. Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Role on Project:      Prime       Subconsultant   
Owner: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact email: \_\_\_\_\_  
Owner's Current Phone Number: \_\_\_\_\_  
Total value of the project: \$ \_\_\_\_\_ Total fee received by Respondent: \$ \_\_\_\_\_  
Completed: Mo/Yr: \_\_\_\_\_
  
3. Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Role on Project:      Prime       Subconsultant   
Owner: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact email: \_\_\_\_\_  
Owner's Current Phone Number: \_\_\_\_\_  
Total value of the project: \$ \_\_\_\_\_ Total fee received by Respondent: \$ \_\_\_\_\_  
Completed: Mo/Yr: \_\_\_\_\_

4. Project Name: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Role on Project:      Prime       Subconsultant   
 Owner: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact email: \_\_\_\_\_  
 Owner's Current Phone Number: \_\_\_\_\_  
 Total value of the project: \$ \_\_\_\_\_ Total fee received by Respondent: \$ \_\_\_\_\_  
 Completed: Mo/Yr: \_\_\_\_\_

**Key Personnel – Proposed Licensed Professional Engineers**

Provide the names of licensed professional key personnel, such as but not limited to Senior Transportation Engineer and Project Engineer currently employed by the Respondent who worked on the projects listed above. Attach additional page(s) as necessary. Attach resumes of all individuals listed.

Name	Role	Project

**Key Personnel – Proposed Quality Control/Assurance Individual**

Provide the names of key personnel currently employed by the Applicant who worked on the projects listed in Part II sections A&B of this statement of qualifications. Attach additional page(s) as necessary. Attach resumes of all individuals listed.

Name	Role	Project

ATTACHMENT C  
LEGAL ACTION  
SUPPLEMENTAL REQUEST FOR QUALIFICATIONS  
TRAFFIC STUDY SERVICES - PS1853  
FOR  
VARIOUS PROJECT SITES

If the answer to any of the questions below is **YES**, provide a brief description or explanation on a separate sheet following this page.

1. Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?  
**Yes \_\_\_\_\_, Explain. No \_\_\_\_\_**
2. 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?  
**Yes \_\_\_\_\_, Explain. No \_\_\_\_\_**
3. If the answer to the preceding question is "Yes", enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. \$ \_\_\_\_\_
4. Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?  
**Yes \_\_\_\_\_, Explain. No \_\_\_\_\_**
5. 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?  
**Yes \_\_\_\_\_, Explain. No \_\_\_\_\_**
6. 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?  
**Yes \_\_\_\_\_, Explain. No \_\_\_\_\_**
7. Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?  
**Yes \_\_\_\_\_, Explain. No \_\_\_\_\_**
8. Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations?  
**Yes \_\_\_\_\_, Explain. No \_\_\_\_\_**
9. Has the firm or venture ever failed to complete any work awarded to it?  
**Yes \_\_\_\_\_, Explain. No \_\_\_\_\_**



ATTACHMENT D  
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES  
CERTIFICATION REPORT FORM  
TRAFFIC STUDY SERVICES - PS1853  
FOR  
VARIOUS PROJECT SITES

**MBE/WBE Certifications**

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If "Yes" check and ATTACH copy of current Letter of Certification:

If Joint Venture, **SCHEDULE B - Joint Venture Affidavit** must be completed.

Certifying Agency:

State of Illinois - Department of Central Management Services \_\_\_\_\_  
Women's Business Development Center \_\_\_\_\_  
Chicago Minority Business Development Council \_\_\_\_\_  
City of Chicago \_\_\_\_\_  
County of Cook \_\_\_\_\_  
Metropolitan Water Reclamation District \_\_\_\_\_

Category:

MBE \_\_\_\_\_  
WBE \_\_\_\_\_

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**SCHEDULE B - Joint Venture Affidavit**

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

1. Name of joint venture \_\_\_\_\_

2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_

4. Identify the firms that comprise the joint venture  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Nature of joint venture's business  
\_\_\_\_\_  
\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

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

8. Specify as to:

A. Profit and loss sharing \_\_\_\_\_%

B. Capital contributions, including equipment \_\_\_\_\_%

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

\_\_\_\_\_  
\_\_\_\_\_

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

---

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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 and Sales

---

3) Hiring and firing of management personnel

---

4) Other

---

A. Purchasing of major items or supplies

---

B. Supervision of field operations

---

C. Supervision of office personnel

---

D. 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.

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E. 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.

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

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**SCHEDULE B - Joint Venture Affidavit**

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

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

Name of Joint Venturer	Name of Joint Venturer
Signature	Signature
Name	Name
Title	Title
Date	Date

State of _____ County of _____	State of _____ County of _____
On this _____ day of _____, 20__	On this _____ day of _____, 20__
before me appeared (Name)	before me appeared (Name)

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

\_\_\_\_\_  
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	_____ to execute the affidavit and did so as his or her\
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free act and deed

free act and deed

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Commission expires:  
(SEAL)

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Commission expires:  
(SEAL)

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**ATTACHMENT E  
INSURANCE REQUIREMENTS  
  
REQUEST FOR QUALIFICATIONS  
TRAFFIC STUDY SERVICES - PS1853  
FOR  
VARIOUS PROJECT SITES**

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 \$500,000 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 bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, explosion, collapse, underground, and contractual liability. The Public Building Commission of Chicago and any project owner such as the City of Chicago, the Chicago Park District, the Board of Education of the City of Chicago, Cook County, City Colleges of Chicago or other entity designated in the scope of the work 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 \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago and any project owner such as the City of Chicago, the Chicago Park District, the Board of Education of the City of Chicago, Cook County, City Colleges of Chicago or other entity designated in the scope of the work must be named as Additional Insured on a primary, non-contributory basis.

**E.1.4. Professional Liability**

When any professional Consultant performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. 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 this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

## **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 coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

The insurance must provide for 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changes, or non-renewed.

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago and any project owner such as the City of Chicago, the Chicago Park District, the Board of Education of the City of Chicago, Cook County, City Colleges of Chicago or other entity designated and their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago and any project owner such as the City of Chicago, the Chicago Park District, the Board of Education of the City of Chicago, Cook County, City Colleges of Chicago or other entity designated do not contribute with insurance provided by the Consultant under the Agreement.

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

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

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or



Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

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

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements. Insurance requirements may be altered, including, but not limited to naming other entities or persons as additional insureds, based upon the issuance of specific task orders.

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**ATTACHMENT F**  
**DISCLOSURE OF RETAINED PARTIES**  
**REQUEST FOR QUALIFICATIONS**  
**TRAFFIC STUDY SERVICES - PS1853**  
**FOR**  
**VARIOUS PROJECT SITES**

**A. Definitions and Disclosure Requirements**

1. As used herein, "Consultant" means a person or entity that has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals 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.
3. "Lobbyists" means any person (a) who 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.

**B. Certification**

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: \_\_\_\_\_  
Description or goods or services to be provided under Contract: \_\_\_\_\_  
\_\_\_\_\_
2. Name of Consultant: \_\_\_\_\_
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

4. 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 G  
FORM OF AGREEMENT  
REQUEST FOR QUALIFICATIONS  
TRAFFIC STUDY SERVICES - PS1853  
FOR  
VARIOUS PROJECT SITES

EXECUTION PAGE

PROFESSIONAL SERVICES AGREEMENT NO. PS1853

**THIS AGREEMENT** effective as of [ INSERT DATE ], 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 [ INSERT NAME OF FIRM ] with offices at [ INSERT ADDRESS ], (the "**Traffic Study Consultant**"), at Chicago, Illinois.

**Background Information – Recitals:**

**Whereas**, The Commission on behalf of the [ INSERT CLIENT ] (referred to as the "**User Agency**"), intends to undertake the construction and/or improvement of the following facility or facilities in Chicago, Illinois described in Schedule A attached to the Agreement (the "**Project**"):

[ INSERT PROJECT NAME ]

**Whereas**, the Commission requires certain professional services described in the Agreement, in connection with the Project and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services. The Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

**Whereas**, the Consultant has consulted with the Commission and the User Agency, made site inspections, and taken such other actions as the Consultant deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Consultant represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the Project in accordance with standards of reasonable professional skill and diligence.

**Whereas**, the Construction Budget for the Project will be established by the Commission after completion of Schematic Design based upon the requirements of the Project and allowances for cost escalation and Project contingencies.

**Whereas**, the Commission has relied upon the Consultant's representations in selecting the Consultant.

EXECUTION PAGE

TRAFFIC STUDY SERVICES-PS1853

PUBLIC BUILDING COMMISSION OF CHICAGO

\_\_\_\_\_  
Chairman Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary Date: \_\_\_\_\_

Approved as to form and legality

\_\_\_\_\_  
Legal Date: \_\_\_\_\_

TRAFFIC STUDY CONSULTANT, [ INSERT FIRM NAME ]:

\_\_\_\_\_  
President

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:

**ATTACHMENT G**  
**FORMS OF AGREEMENT**  
**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. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.

g. **Key Personnel** means those job titles and persons as identified in such positions in Schedule E of this Agreement.

h. **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 Schedule B of this Agreement and the assigned Task Order.

i. **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.

j. **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 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. **Task Orders.**

a. **Task Order Service Requests.** During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Consultant in responding to the Task Order Service Request.

b. **Task Order Proposals.** Consultant must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, budget, Deliverables, a list of technical personnel who will perform the Services and any other information or documents listed in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under the Agreement and the Commission is not liable for any such costs.

c. **Review Process.** The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with Consultant regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Consultant negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Consultant must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.

d. **Notice of Approval of Task Orders.** All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director. Absent approval of a Task Order and issuance of a Notice to Proceed as provided in the following sub-paragraph, the Commission will not be obligated to pay or have any liability to Consultant for any Services or Deliverables provided by Consultant pursuant to such Task Order.

e. **Notice to Proceed.** After approval of the Consultant's engagement to perform Services under a Task Order (as evidenced by the execution of the Notice of Award by the Executive Director), the Commission shall issue a Notice to Proceed authorizing the Services that are within the scope of such Task Order and attaching or incorporating the applicable Task Order. Upon receipt of an executed Notice to Proceed issued by the Project Manager, Consultant will promptly commence and perform, in accordance with the Task Order, the Services set forth in the Task Order. Consultant shall not commence the applicable Services unless and until the Commission issues the Notice to Proceed.

e. **No Obligation.** Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Consultant in any solicitation for Task Order Proposals.



## 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. **Intentionally omitted.**\*\*

d. **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.

e. **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

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\*\* TO BE INSERTED IN CONTRACTS FOR SURVEYING, TRAFFIC STUDIES AND COMMISSIONING.

business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

f. **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.

g. **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.

h. **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.

i. **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 three (3) successive one (1)-year renewal options at the sole discretion of the Commission. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of subparagraph (b) below, shall expire three (3) years after the effective date of this Agreement, or any renewal option period if exercised by the Commission.

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 fees [and costs] to be paid by the Commission during the term of this Agreement, excluding any renewal option periods, shall not exceed the sum of \$200,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule C of this Agreement, or as modified by assigned Task Order. 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 and the assigned Task Order.

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.** 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 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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