

PUBLIC BUILDING COMMISSION OF CHICAGO



SUPPLEMENTAL REQUEST FOR QUALIFICATIONS

PS1852

ENVIRONMENTAL – CATEGORY A,B,C

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 CDROM) 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

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. _____ Experience, Past Performance, Key Personnel Matrix and Resumes
6. _____ Project Flow Chart
7. _____ Copies of Professional Licenses
8. _____ Financial Statements
9. _____ Field Equipment List
10. _____ Quality Assurance/Quality Control Plan
11. _____ Copy of current MBE/WBE certification letter (if applicable)
12. _____ ATTACHMENT A – Disclosure Affidavit
13. _____ ATTACHMENT B1 – CATEGORY A – PBC & NON-PBC Experience
14. _____ ATTACHMENT B2 – CATEGORY B - PBC & NON-PBC Experience
15. _____ ATTACHMENT B3 – CATEGORY C - PBC & NON-PBC Experience
16. _____ ATTACHMENT B4 – CATEGORY C - PBC & NON-PBC Experience
17. _____ ATTACHMENT B5 – REFERENCES (Attach additional information pages as necessary.)
18. _____ ATTACHMENT C - Legal Actions (Attach additional information as necessary.)
19. _____ ATTACHMENT D – Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises (Schedule C, Schedule D)
20. _____ ATTACHMENT E - Insurance (Provide proof of Insurance)
21. _____ 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

Gary S. Bell

Public Building Commission of Chicago

50 West Washington, Room 200

Chicago, Illinois 60602

Fax (312) 744-3572

garybell@cityofchicago.org

2. **SUPPLEMENTAL RFQ:** This RFQ is being issued to supplement the existing pool of pre-qualified firms providing Environmental – Category A,B,C services in connection with various public/capital projects over the next three years. Environmental – Category A,B,C consultants currently in possession of a three-year term contract with the PBC are **not required** to respond to this Supplemental RFQ.

3. **QUESTIONS:** Please direct all written questions (and requests for American Disabilities Act accommodations) to the RFQ Contact. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Public Building Commission (“PBC”). We will post the answers on the PBC website, which may be viewed at www.pbcchicago.com.

4. **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.

Issue RFQ.....November 1, 2010

Due Date and Time for Submissions.....November 15, 2010 at 12:00 PM Local Time

5. **NUMBER OF COPIES:** Submit a signed original copy, six copies (4 paper copies, 1 unbound copy and 1 CDROM) of the Submission in a sealed envelope or container.

6. **SUBMIT QUALIFICATION TO:**

Gary S. Bell, Contract Officer

Public Building Commission

50 West Washington Street, Room 200

Chicago, Illinois 60602

7. **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.
8. **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

- A.** Any headings in this RFQ are for convenience of reference only and do not define, limit, control or affect the meaning of the RFQ's provisions. In this RFQ, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFQ refer to this RFQ. All section references, unless otherwise expressly indicated, are to sections of this

RFQ. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFQ and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFQ.

- B.** 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.
- C.** 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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IV. 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 Environmental consultants. The PBC is currently soliciting qualifications from firms or teams (the "Respondents") to supplement the existing pool of pre-qualified Environmental – Category A, B,C services in connection with various public / capital projects over the next three years. Environmental 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 environmental consultants for inclusion in the existing pool of pre-qualified firms to perform on a Task Order basis as environmental consultants on potential public projects developed through the PBC.

4.2 General Scope of Services – Environmental Consulting Services

The Environmental Consultant (the "Consultant") will provide, on a Task Order basis, all Services required to complete Phase I: Environmental Site Assessments, Phase II: Environmental Site Assessments and Environmental Design & Construction Oversight Services of the assigned project or projects during the planning, design and construction phases. The Consultant will enter into a Task Order with the PBC. The Consultant's Task Order will be executed in a Not to Exceed format, on a project by project basis.

If the Consultant is performing in a satisfactory manner, the Commission will assign additional task orders to the Consultant for each of the future phases of Services required until Project completion.

A. Category A- Preparing Phase I Environmental Site Assessments

The Consultant shall perform Phase I Environmental Site Assessments in accordance with the ASTM E 1527-05 standard or most recent version, and complete them without any intrusive activities (i.e., sampling). The federal rule recognizes the ASTM E 1527-05 standard as an acceptable guidance document for satisfying the "All Appropriate Inquires" (AAI) which took affect in November 2006.

The Consultant shall provide services involved with the preparation of the Phase I ESA, including, but not limited to:

1. A reconnaissance of the site documented with photographs (street level) and maps;
2. Interviews;
3. A review and evaluation of available, current and historical information pertinent to environmental conditions on the property;
4. A review of available financial records (such as any liens against the property);
5. Freedom of Information environmental records such as those from federal, State of Illinois and City of Chicago sources;
6. An EDR or similar database search;
7. Development of the Phase I ESA Report with all supporting documents, included as appendixes;
8. Resume of the Author of the Phase I ESA;
9. Document Quality Assurance/Quality Control (QA/QC), including certification by an AAI-defined Environmental Professional; and

10. Preparation of a Phase II ESA scope of work based on the Phase I ESA results.

B. Category B- Preparing Environmental Phase II Environmental Site Assessments

The Consultant shall provide Phase II Environmental Site Assessment services including, but not limited to:

1. Geophysical surveys (electromagnetic or ground penetrating radar) and reports to explore and evaluate sites for the possible presence of former underground storage tanks, foundations or other subsurface structures.
2. Test-pit excavations (and restoration services) in locations of unexplained anomalies based on the results of the geophysical survey that may indicate the presence of underground storage tanks, foundations or other subsurface structures.
3. Underground storage tank (UST) permitting, removal, sampling and reporting services.
4. Subsurface investigations, in accordance with ASTM E1903 – 97(2002) Standard Guide For Environmental Site Assessments: Phase II Environmental Site Assessment Process, or most recent version, to characterize the soil and/or groundwater conditions and to determine if they have been adversely impacted. These services shall be performed in accordance with Title 35 IAC 740 (Site Remediation Program) to allow acquired data to be used in conjunction with 35 IAC 742 Tiered Approach to Corrective Action Objectives.
5. Hazardous waste inspections and inventory services for buildings undergoing demolition.
6. Any and all environmental testing and inspection activities as directed by a representative of the PBC.

C. Category C- Environmental Remediation Design and Construction Oversight Services

The Consultant shall provide the following Environmental Remediation Design and Construction Oversight services:

1. Environmental Remediation Design Support

The Consultant shall provide a licensed Professional Engineer (P.E.), appropriate Illinois licensed professional or Project Manager (PM) with at least ten (10) years of experience in the environmental and construction industry as a key point of contact to coordinate all environmental work for each PBC project. The Consultant's point of contact shall review and comprehend existing Phase I and Phase II Environmental Site Assessments, surveys and previous work performed and be able to provide a detailed understanding of current environmental site conditions to PBC PMs and PBC assigned consultants (i.e. Architectural Firm and project team) This individual shall also provide detailed summaries of existing environmental conditions of PBC or client owned properties. These properties undergo transformation from their existing site conditions to newly constructed public facilities with adjoining features, including parking lots, green space, fountains, plazas, sidewalks, playgrounds, etc.

This Consultant shall work closely with PBC PM's and assigned consultants to identify environmental conditions and remediation strategies as part of the design of the site. The Consultant shall also work with PBC assigned consultants to integrate the remediation plan into the PBC design in the most cost effective and practical manner possible. The Consultant shall provide cost effective options and estimates for the installation of engineered barriers that are realistic and incorporate conceptual designs with IEPA cleanup objectives. These services shall be performed in accordance with Title 35 Ill. Adm. Code 740 and 742.

The Consultant shall work with the PBC personnel and assigned consultants throughout the design and construction of the proposed building and site to assure that all design documents, construction documents and construction practices are managed in accordance with applicable local, state and federal regulations.

2. Specification, Soil Management and Remediation Drawing Preparation for Site

Preparation and Construction Phases

Whenever site work involves soil excavation, grading, removal, and disposal of material, the Consultant shall prepare a Soil Management Plan and a Remediation Plan (if necessary.) Both plans are normally required for the site preparation and construction phase of the project. The Site Excavation Plan should be prepared by the Architect of Record (AOR), and is normally required during the site preparation phase of the project. The purpose of the Soil Management Plan is to provide information regarding existing soil regulatory conditions and moving soils around on site. The Remediation Plan provides directions to the contractor regarding the required remedial action during or before site construction. It also provides direction regarding soil management, handling, and disposal. Based on site complexity, the Soil Management Plan and Remediation Plan could be combined into one plan.

The Consultant shall work with PBC's Architectural, Geotechnical, Civil, Landscape and Structural consultants to create the Soil Management Plan and Remediation Plans for two phases of work including site preparation and building construction. The Consultant shall use the latest version of CADD software for deliverables to be incorporated into PBC bid sets and into IEPA SRP work products.

The Consultant shall also prepare or modify existing remediation specifications that clearly identify the future site preparation and construction contractor obligations and to ensure that their environmental scope of work complies with the local, state and federal guidelines and that its performance of such activities are a measure for payment.

3. Illinois Environmental Protection Agency Site Remediation Program Management (IEPA SRP)

The Consultant shall also enroll and manage PBC sites through the IEPA SRP, which include, but does not limit the scope to:

- a. Under the supervision of an Illinois licensed Professional Engineer, preparing Comprehensive or Focused Site Investigation Reports (F/CSIR) as outlined in 35 Ill. Adm. Code 740 that include creating environmental sampling work plans and conducting site investigations inclusive of sampling, analyses and field screening measurements to characterize the nature, concentration and extent of contaminants of concern based on Recognized Environmental Conditions (RECs) identified in the Phase I Environmental Site Assessment.
- b. Provide senior level technical review of Focused/Comprehensive Site Investigation reports for technical accuracy and completeness.
- c. Provide analytical data review to ensure that IEPA acceptable detection levels have been met and that all analytical data meets the data quality objectives.
- d. Complete SRP Application and Service Agreement Forms (DRM Forms) and sending forms, documents and payments to the IEPA on behalf of the PBC.
- e. Prepare the Remediation Objectives Report/Remedial Action Plan (ROR/RAP) utilizing the Tiered Approach to Corrective Action Objectives ("TACO") procedures set forth in 35 Ill. Adm. Code 740 and 742. The RAP must describe the proposed remediation strategy and evaluate its ability and effectiveness to achieve the remediation objectives proposed for the remediation site.
- f. Provide senior level technical review of the ROR/RAP for technical accuracy and completeness.
- g. Generating detailed remediation plans for required IEPA submittals and as construction documents.

- h. Responding to IEPA comments to submitted documents as appropriate.
- i. Paying IEPA SRP Fees on behalf of PBC.
- j. Preparing the Remedial Action Completion Report (RACR).
- k. Provide senior level technical review of the RACR for technical accuracy and completeness.
- l. Coordinating with IEPA to obtain a final No Further Remediation letter.

4. **Construction Environmental Oversight**

The Consultant shall provide construction administration and oversight of remedial activities to ensure activities are in accordance with local, state and federal regulations, project design and specifications. The scope of work typically includes, but is not limited to:

- a. Environmental Specification Administration.
- b. Providing daily, weekly or as required environmental oversight throughout environmental remediation activities at the site including the excavation of contaminated soil and backfilling of materials (i.e. clay, topsoil, clean stone, etc.).
- c. Assisting with preparation of waste profiling and manifesting for materials being sent offsite for disposal to a landfill for the PBC or its client.
- d. Providing review, comment and approval on submittals related to environmental remediation work.
- e. Signing of waste manifests as agent for PBC or its client.
- f. Documenting daily, weekly or as required trucks importing and exporting material to/from the site.
- g. Reviewing all trucking manifests concerning disposal of all materials.
- h. Reviewing analytical data documenting that all backfill material to be brought onsite meets TACO Tier 1 objectives for residential properties. Note: the hired consultant is responsible for review of materials in accordance with the developed project specifications.
- i. Issuing written approval of imported material that meets TACO Tier 1 objectives for residential properties. *This must be completed before any material is brought to the site.*
- j. Providing written summary of field activities, summary of any survey or other field measurements and photo-documentation of all remediation and installation of engineered barriers.
- k. Evaluating and approving contractor environmental costs.
- l. Compiling all load tickets, gate receipts, waste manifests, disposal records, analytical data, permits, field logs, photographs, and survey information from Contractor for inclusion in the final reporting and for PBC and client as directed;
- m. Preparing work products as detailed in the Task Order Service Request.
- n. Problem resolution after final inspection and/or until the issuance of the final NFR letter.
- o. Attending project coordination meetings at PBC or on site as required.

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 Scope of 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 scope of work, proposed time schedule, budget, equipment costs, 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 CONTRACT

The contract is effective on the date of execution for a period of three (3) years with three (3) successive one (1)-year renewal options.

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ENVIRONMENTAL - CATEGORY A,B,C
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V. INSTRUCTIONS FOR PREPARING AND SUBMITTING SUBMISSIONS

5.1 GENERAL INSTRUCTIONS:

- A.** 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 the PBC's 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.
- B.** Submittals should be bound on the long side and prepared on standard 8½" x 11" letter size paper, with two-sided material only. Separate each section by labeled tabs labeled in accordance with the RFQ 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 and one must be in electronic format on a CD-ROM. Failure to submit the required number of copies may prevent the Submission from being evaluated within the allotted time.
- C.** The PBC reserves the right to seek clarification of information submitted in response to this RFQ during the evaluation and selection process. The Evaluation Committee (the "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.
- D.** Attachments must be referenced in the Submission.
- E.** Failure to submit the required documents may deem your firm non-responsive.

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

Public Building Commission of Chicago
Re: ENVIRONMENTAL - CATEGORY A,B,C for
Various Project Sites
PS1852
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
Attention: Gary S. Bell – Contract Officer

5.2 SUBMITTAL REQUIREMENTS

RESPONSIVENESS. Respondent'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:

- A. 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 Submittal 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 which RFQ they are responding to and shall state that 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.

- B. TABLE OF CONTENTS:** The Respondent shall include a table of contents in its Submission. Submissions shall be page numbered sequentially from front to back.
- C. EXECUTIVE SUMMARY:** The Respondent must prepare an Executive Summary (limited to two pages) which is a commitment, signed by an authorized representative of the Respondent to:
 - 1. Provide required Services described in this RFQ;
 - 2. Provide the personnel specified in the qualification submission;
 - 3. Accept the terms of this RFQ;
 - 4. Utilize MBE/WBE participation; and
 - 5. Use only part or full time on-staff employees.

Any deviation or exclusion of any of the above listed commitments will render the Respondents submittal as non-responsive. Any request for confidential treatment of information must be included and the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The request must also contain the name, address and telephone number of the individual authorized to respond to the Commission about the confidential nature of the information. It must include a clear description of how the Respondent satisfies the evaluation criteria and a detailed statement illustrating Respondent's understanding of the Services and proposed approach.

D. EXPERIENCE, PAST PERFORMANCE, KEY PERSONNEL AND RESUMES

1. EXPERIENCE AND PAST PERFORMANCE

- a. Describe the depth, breadth and relevance of Respondent's recent experience (per Submittal Requirements), capabilities and resources, at both the corporate and individual levels, in:
 - i. Managing all aspects of the environmental work described in this RFQ in Categories A, B and C;
 - ii. Environmental Remediation Design and Construction Oversight Services including remediation design on IEPA SRP and Leaking Underground Storage Tank sites within the past five (5) years in Illinois, CADD proficiency, and personnel management. Respondent must provide specific examples that demonstrate the firms environmental remediation design and construction oversight capabilities. Generalized statements indicating that respondent has this experience is not acceptable.
 - iii. Understanding laboratory and analytical procedures including the type of analytical tests required relative to the contaminants of concern, regulatory requirements and data quality objectives. Generalized statements indicating that the respondent has knowledge of the analytical procedures and has performed analytical data reviews are not acceptable.

- iv. Provide project summaries illustrating the following:
 - 1. The Respondent's ability to meet reporting, schedule, oversight and cost parameters in its prior engagements:
 - a. For schedules, respondents must provide examples of how schedules were maintained and list any actions taken or recommendations made by Respondent that resulted in the completion of the project within project deadlines.
 - b. For oversight and cost parameters respondent's submittal must provide examples of how projects were tracked and monitored, and completed within budget.
 - c. Identify actual cost savings (dollar amounts) for each project where the Respondent proposed alternate strategies that reflected in cost savings.
 - b. Evidence of Respondent's current and valid business and professional licenses as evidenced in the Executive Summary and **ATTACHMENT B - CATEGORY A, B, & C**. If valid business and professional licenses are not provided the respondent's submittal may be deemed "Non-Responsive".

2. KEY PERSONNEL

- a. The Respondent shall submit a matrix of all the proposed key personnel that will work on PBC projects. The matrix shall include a list of personnel for each Category A, B and C (project staff can be placed in one or more category). The matrix shall include the following:
 - i. **Category A – ATTACHMENT B-1**
 - 1. Name (s) of personnel
 - 2. Years with Respondent's Firm
 - 3. Years in the Environmental Industry
 - ii. **Category B – ATTACHMENT B-2**
 - 1. Name(s) of personnel
 - 2. Years with Respondent's Firm
 - 3. Years in the Environmental Industry
 - iii. **Category C-Environmental Remediation Design Services – ATTACHMENT B-3**
 - 1. Name(s) of personnel
 - 2. Years with Respondent's Firm
 - 3. Years in the Environmental Industry
 - iv. **Category C-Environmental/Construction Oversight Services – ATTACHMENT B-4**
 - 1. Name(s) of personnel
 - 2. Years with Respondent's Firm
 - 3. Years in the Environmental Industry
 - v. **QA/QC Personnel for each Category A, B and C – ATTACHMENT B-4**
 - 1. Name(s) of personnel
 - 2. Years with Respondent's Firm
 - 3. Years in the Environmental Industry

3. RESUMES

- a. The Respondent shall include all resumes of the proposed key personnel in this section.

- i. Category A: Provide resumes for each of the proposed primary authors of the Phase I Environmental Site Assessments demonstrating **at least** five (5) years experience managing in the environmental industry.
 - ii. Category B: Provide the resumes for the proposed primary author(s) of the Phase II Environmental Site Assessments. Each individual must have *at least* five (5) years experience in the environmental industry and conducting or managing Phase II ESAs. The authors must also work directly for the consulting firm.
 - iii. Category C: Provide the resumes for the proposed primary author(s) of the Environmental Remediation Design and Construction Oversight Services. The Design individuals must have *at least ten* (10) years experience in the environmental industry and designing environmental remediation drawings and preparing specifications.
 - iv. The Construction Oversight individuals must have *at least seven* (7) years experience in the environmental industry and designing environmental remediation drawings and preparing specifications. The authors must also work directly for the consulting firm
- b. The Respondent shall include all resumes of the proposed QA/QC personnel for this section.
- i. **Category A:** Provide resume(s) of a Quality Control/Assurance individual to review formatting and content of draft Phase I Environmental Site Assessments reports prior to distribution to the PBC.
 - ii. **Category B:** Provide resume(s) for the Quality Control/Assurance individual(s) who will review formatting and content of draft Phase II Environmental Site Assessments prior to the distribution to the PBC.
 - iii. **Category C:** Provide resume(s) for the Quality Control/Assurance individual(s) who will review formatting and content of draft Environmental Drawings and Specifications prior to their distribution to the PBC.
 - iv. **Category C:** Provide resume (s) for the Quality Control/Assurance individual (s) who will review any and all Remediation and Construction deliverables prior to the distribution to the PBC.

E. CATEGORY A - PHASE I ENVIRONMENTAL SITE ASSESSMENTS

1. For each proposed key personnel identified in the matrix requested in section D.2.a., provide examples of five (5) Phase I Environmental Site Assessments (ESA) in the Chicago Metropolitan area completed they prepared within the last two (2) years demonstrating their familiarization and experience with the ASTM E 1527-05 standard guidance document for satisfying the "All Appropriate Inquires" (AAI). Projects must be completed within the last two (2) years to be deemed responsive. **No more than three (3) projects are to be PBC projects.**
2. Complete Attachment B-1 to demonstrate these projects showing the following:
 - a. Consultant Project Author
 - b. Project Name and Location
 - c. Role on Project (Prime or Sub-Consultant)
 - d. Project Type: Industrial, Commercial or Residential
 - e. Approximate Contract Value
 - f. Date of Completion (Date must be entered)

F. CATEGORY B- PHASE II ENVIRONMENTAL SITE ASSESSMENTS

1. For each proposed key personnel identified in the matrix requested in section 5.3.D.2.a., provide examples of five (5) Phase II Environmental Site Assessments completed in accordance with ASTM E1903 - 97(2002) Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process within the last two (2) years for properties located within the Chicago Metropolitan area. Projects must be completed within the last two (2) years to be deemed responsive. **No more than three (3) projects are to be PBC projects.** These projects shall demonstrate the key personnel's experience with evaluating recognized environmental concerns identified in the Phase I ESA to determine potential impacts to a site; identifying the type and number of samples to be collected for each REC; soil and groundwater sampling procedures; and assessing the presence and extent of surface and subsurface soil contamination using the Illinois Environmental Protection Agency Tiered Approach to Corrective Action Objectives.
2. Complete Attachment B-2 to demonstrate these projects showing the following information for each:
 - a. Consultant Project Author
 - b. Project Name and Location
 - c. Role on Project (Prime or Sub-Consultant)
 - d. Project Type: Industrial, Commercial or Residential
 - e. Date of Completion (Date must be entered)
 - f. Approximate Contract Value
 - g. Summary of Phase II work performed discussing the RECs and assessment of the surface and sub-surface soil contamination.

G. CATEGORY C - ENVIRONMENTAL REMEDIATION DESIGN AND CONSTRUCTION OVERSIGHT SERVICES

1. For each proposed key personnel identified in the matrix requested in section 5.3.D.2.a., provide examples of environmental remediation design experience for projects located in the Illinois-Chicago Metropolitan area. The consulting firm must only present their proposed key personnel to be assigned for Public Building Commission environmental remediation design work.

Complete Attachment B-3 for each proposed key personnel that demonstrates eight (8) local environmental design projects, five of which were enrolled through the Illinois Environmental Protection Agency Site Remediation Program (IEPA SRP) and successfully received a No Further Remediation letter in the past five (5) years. Projects must be completed within the last five (5) years to be deemed responsive. **No more than five (5) projects are to be PBC projects.** For each project please provide the following information:

 - a. Project Manager/Author (The Lead Project Manager/Author Only)
 - b. Project Name and Location
 - c. Role on Project
 - d. Project Type: Industrial, Commercial or Residential
 - e. Brief description of the project
 - f. Value of Contract
 - g. Date of Completion (Date must be entered)
 - h. Whether the site was enrolled in IEPA SRP
 - i. Whether site received "No Further Remediation Letter"
2. For each proposed key personnel identified in the matrix requested in section 5.3.D.2.a., provide examples of the key personnel's construction and environmental

remediation oversight experience for projects located in the Illinois-Chicago Metropolitan area. The consulting firm must only present their proposed key personnel to be assigned for Public Building Commission construction and environmental remediation oversight work.

Complete Attachment B-4 for each proposed project manager that demonstrates eight (8) local construction and environmental remediation oversight projects, five of which were enrolled through the Illinois Environmental Protection Agency Site Remediation Program (IEPA SRP) and successfully received a No Further Remediation letter. **No more than five (5) projects are to be PBC projects.** For each project please provide the following information:

- a. Project Manager
 - b. Project Name and Location
 - c. Role on Project
 - d. Project Type: Industrial, Commercial or Residential
 - e. Brief description of the project
 - f. Value of Contract
 - g. Date of Completion (Date must be entered)
 - h. Whether the site was enrolled in IEPA SRP
 - i. Whether site received "No Further Remediation Letter"
3. Copies of current licenses for the Professional Engineers, Geologists and key personnel to be assigned to PBC projects.
 4. **The consulting company must have IEPA SRP experience to qualify for this category and in order to qualify for this RFQ.**

H. PROJECT FLOW CHART

Provide a flow chart that indicates your proposed management and personnel structure for a typical project that flows from performing a Phase I ESA through Environmental Remediation Oversight. If a joint venture or if MBE/WBE firms are included, as a sub-consultant the flow chart must clearly identify the management and personnel will be coordinated.

I. 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.

J. QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) DISCUSSION

The Respondent must provide a QA/QC Discussion in their submittal (limited to two pages) speaking to the quality control and assurance program within their firm for reviewing project deliverables.

K. 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 F 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 certificate 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.

L. FIELD EQUIPMENT

Respondent must identify the type of field equipment typically employed relevant to this proposal.

M. REFERENCES

Respondent must provide references for projects that were identified in Attachment B-1, B-2, B-3, and B-4. Must provide a minimum of 3 per each Category.

5.4 REQUIRED FORMS:

A. ATTACHMENT A – GENERAL INFORMATION

1. Copy of Joint Venture Agreement (if applicable);
2. Copy of each applicable license;
3. Copy of current MBE/WBE certification letter (if applicable);
4. Copy of sample insurance certificate or statement of ability to comply with insurance requirements identified in Attachment A, Section IV; and
5. Anti-Collusion.

B. ATTACHMENT B1, B2, B3, B4 – SECTION C – KEY PERSONNEL

C. ATTACHMENT B5 - REFERENCES

D. ATTACHMENT C – LEGAL ACTIONS

Attach additional information as necessary.

E. ATTACHMENT D – SPECIAL CONDITIONS FOR M/WBE

F. ATTACHMENT E – INSURANCE REQUIREMENTS

G. ATTACHMENT F - DISCLOSURE OF RETAINED PARTIES.

H. 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 not called for, 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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**PUBLIC BUILDING COMMISSION OF CHICAGO
SUPPLEMENTAL REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
FOR
VARIOUS PROJECT SITES**

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. The Executive Director will make a final determination and request approval from PBC Board of Commissioners to select the most highly qualified Consultants for inclusion in the Environmental Consultant Services pre-qualified pool.

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. EXECUTIVE SUMMARY:

The Respondent will be evaluated on providing a clear description of how their firm satisfies the evaluation criteria and a detailed statement illustrating Respondent's understanding of the Services listed in this RFQ.

B. EXPERIENCE, PAST PERFORMANCE, KEY PERSONNEL AND RESUMES

1. The Respondent will be evaluated on the depth, breadth and relevance of their firm's recent experience, capabilities and resources, at the individual and corporate levels, in:
 - a. Managing all aspects of the environmental work described in this RFQ in Categories A, B and C;
 - b. Managing projects enrolled in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) and Leaking Underground Storage Tank Program;
 - c. Understanding laboratory and analytical procedures including the type of analytical tests required relative to the contaminants of concern, regulatory requirements and data quality objectives; and
 - d. CADD proficiency.
2. The Respondent will be evaluated on their ability to meet reporting, schedule, oversight and cost parameters in its prior engagements.
3. The Respondents will be evaluated on providing actual cost savings (dollar amounts) for each project where the Respondent proposed alternate strategies that reflected in cost savings.

4. The Respondent will be evaluated whether they provided the current licenses for the Professional Engineers, Geologists and key personnel to be assigned to PBC projects.
5. The Respondent's firm has IEPA SRP experience to qualify for Category C.

C. KEY PERSONNEL

The Respondent will be evaluated on the matrix of all the proposed key personnel that will work on PBC projects. The matrix must include a list of personnel for each Category A, B and C) as described in the RFQ section 5.3 D. 2.a.

D. RESUMES

1. The Respondent will be evaluated for the depth, breadth and relevance of experience in Categories A, B and C..
2. The Respondent will be evaluated for experience in providing QA/QC of environmental project deliverables.

E. CATEGORY A - PHASE I ENVIRONMENTAL SITE ASSESSMENTS

The Respondent will be evaluated on the depth, breadth and relevance of their key personnel's recent experience provided in Attachment B-1.

F. CATEGORY B- PHASE II ENVIRONMENTAL SITE ASSESSMENTS

1. The Respondent will be evaluated on the depth, breadth and relevance of their key personnel's recent experience provided in Attachment B-2.
2. The Respondent will be evaluated on the following:
 - a. Projects submitted were completed within the last two (2) years;
 - b. Projects were located within the Chicago Metropolitan area;
 - c. Projects demonstrated the key personnel's experience with evaluating recognized environmental concerns identified in the Phase I ESA to determine potential impacts to a site; and
 - d. In Attachment B-2, did the Respondent:
 - i. Provide the type and number of samples to be collected for each REC;
 - ii. Discuss soil and groundwater sampling procedures;
 - iii. Demonstrate their ability to follow Illinois Environmental Protection Agency Tiered Approach to Corrective Action Objectives.

G. CATEGORY C - ENVIRONMENTAL REMEDIATION DESIGN AND CONSTRUCTION OVERSIGHT SERVICES

Environmental Remediation Design

1. The Respondent will be evaluated on the depth, breadth and relevance of their key personnel's recent experience provided in Attachment B-3.
2. In Attachment B-3 the Respondent will be evaluated on the following:
 - a. Providing strong examples of environmental remediation design experience;
 - b. Projects located in the Illinois-Chicago Metropolitan area;
 - c. Proposed key personnel assigned for Public Building Commission environmental remediation design work that had strong and relevant experience; and

- d. Personnel on staff with **eight (8)** local environmental design projects, **five (5)** of which were enrolled through the Illinois Environmental Protection Agency Site Remediation Program (IEPA SRP) and successfully received a No Further Remediation letter in the past five (5) years. Projects were completed within the last five (5) years.

Environmental Remediation/Construction Oversight Services

1. The Respondent will be evaluated on the depth, breadth and relevance of their key personnel's recent experience provided in Attachment B-4.
2. In Attachment B-4 the Respondent will be evaluated on the following:
 - a. Key personnel with strong environmental remediation and construction oversight experience;
 - b. Projects located in the Illinois-Chicago Metropolitan area;
 - c. Qualified personnel on staff with **eight (8)** local construction and environmental remediation oversight projects, **five (5)** of which were enrolled through the Illinois Environmental Protection Agency Site Remediation Program (IEPA SRP) and successfully received a No Further Remediation letter.

H. PROJECT FLOW CHART

The Consultant will be evaluated on providing a flow chart that indicates their proposed management and personnel structure for a typical project that flows from performing a Phase I ESA through Environmental Remediation Oversight. If a joint venture or if MBE/WBE firms were included, as a sub-consultant the flow chart clearly identifies how the management and personnel would be coordinated.

I. ORGANIZATION

1. Qualifications of key staff, including education, training, job performance in similar capacities on comparable projects and previous experience in providing services, including laboratory services, field services, design and management 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 from planning through design and construction.

J. FINANCIAL STRENGTH

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

K. MBE/WBE UTILIZATION PLAN

The quality of the Respondent's statement of understanding and commitment to comply with the PBC's Special Conditions found in Attachment D as evidenced in the Executive Summary. In addition, the PBC will evaluate the Respondent's past performance in meeting and/or exceeding the MBE and WBE goals on PBC and Non-PBC projects as indicated in Attachments B-1, B-2, B-3, and B-4.

L. 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. Respondent needs to specifically describe its QA/QC process for reviewing all reports prior to submission to the PBC. The quality of responses received from the QA/QC Plan references will be evaluated.

M. 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.

N. INSURANCE REQUIREMENTS

The PBC will assess each Respondent's ability to procure and comply with the amounts of insurance coverage that is indicated in Attachment E - Insurance Requirements.

O. RFQ COMPLIANCE / RESPONSIVENESS

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

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ATTACHMENT A

**DISCLOSURE AFFIDAVIT
SUPPLEMENTAL REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
FOR
VARIOUS PROJECT SITES**

(COMMISSION'S DISCLOSURE AFFIDAVIT FORM ATTACHED)

DISCLOSURE AFFIDAVIT

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:

<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC
<input type="checkbox"/> Partnership	<input type="checkbox"/> LLP
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Not-for-Profit Corporation
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> 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)
_____	_____
_____	_____
_____	_____

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)

_____	_____
_____	_____
_____	_____

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-rigging² in

violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil 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.

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.

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.

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 Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

(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.

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-1

Category A. Phase I Environmental Site Assessment Environmental Qualification

PBC and Non-PBC Projects- Experience

For each proposed key personnel identified in the matrix requested in section 5.3.D.2.a., provide examples of five (5) Phase I Environmental Site Assessments (ESA) in the Chicago Metropolitan area completed they prepared within the last two (2) years demonstrating their familiarization and experience with the ASTM E 1527-05 standard guidance document for satisfying the “All Appropriate Inquires” (AAI). Projects must be completed within the last two (2) years to be deemed responsive. **No more than three (3) projects are to be PBC projects.**

(COMMISSION’S ATTACHMENT B-1 FORM ATTACHED)

ATTACHMENT B-1

For each proposed key personnel identified in the matrix requested in section 5.3.D.2.a., provide examples of five (5) Phase I Environmental Site Assessments (ESA) in the Chicago Metropolitan area completed they prepared within the last two (2) years demonstrating their familiarization and experience with the ASTM E 1527-05 standard guidance document for satisfying the "All Appropriate Inquires" (AAI). Projects must be completed within the last two (2) years to be deemed responsive. **No more than three (3) projects are to be PBC projects.**

1. Consultant Project Author: _____
Project Name and Location: _____
Role on Project: Prime Subconsultant
Project Type: Industrial Residential Commercial Other (explain): _____
Approximate Total Contract Value: \$ _____
Project Completion Date: _____
(Dates must be provided or project will be deemed non-responsive)
Description of Project _____

2. Consultant Project Author: _____
Project Name and Location: _____
Role on Project: Prime Subconsultant
Project Type: Industrial Residential Commercial Other (explain): _____
Approximate Total Contract Value: \$ _____
Project Completion Date: _____
(Dates must be provided or project will be deemed non-responsive)
Description of Project _____

ATTACHMENT B-1 (Continued)

3. Consultant Project Author: _____
Project Name and Location: _____
Role on Project: Prime Subconsultant
Project Type: Industrial Residential Commercial Other (explain): _____
Approximate Total Contract Value: \$ _____
Project Completion Date: _____
(Dates must be provided or project will be deemed non-responsive)
Description of Project _____

4. Consultant Project Author: _____
Project Name and Location: _____
Role on Project: Prime Subconsultant
Project Type: Industrial Residential Commercial Other (explain): _____
Approximate Total Contract Value: \$ _____
Project Completion Date: _____
(Dates must be provided or project will be deemed non-responsive)
Description of Project _____

5. Consultant Project Author: _____
Project Name and Location: _____
Role on Project: Prime Subconsultant
Project Type: Industrial Residential Commercial Other (explain): _____
Approximate Total Contract Value: \$ _____
Project Completion Date: _____
(Dates must be provided or project will be deemed non-responsive)
Description of Project _____

ATTACHMENT B-1 (Continued)

Key Personnel – Proposed Primary Authors

Provide the names of key personnel, on-staff environmental consultants, and Project Managers currently employed by the Respondent who worked on the projects listed above and will work on future PBC projects in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Years with Organization	Years in Environmental Industry

Key Personnel – Proposed Quality Control/Assurance Individual

Provide the names of key personnel currently employed by the Respondent who worked on the projects listed above in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Years with Organization	Years in Environmental Industry

ATTACHMENT B-2

Category B. Phase II ESA Environmental Qualification

PBC and Non-PBC Projects- Experience

For each proposed key personnel identified in the matrix requested in section 5.3.D.2.a., provide examples of Five (5) Phase II Environmental Site Assessments completed in accordance with ASTM E1903 - 97(2002) Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process within the last two (2) years for properties located within the Chicago Metropolitan area. Projects must be completed within the last two (2) years to be deemed responsive. **No more than three (3) projects are to be PBC projects.** These projects shall demonstrate the key personnel's experience with evaluating recognized environmental concerns identified in the Phase I ESA to determine potential impacts to a site; identifying the type and number of samples to be collected for each REC; soil and groundwater sampling procedures; and assessing the presence and extent of surface and subsurface soil contamination using the Illinois Environmental Protection Agency Tiered Approach to Corrective Action Objectives.

(COMMISSION'S ATTACHMENT B-2 FORM ATTACHED)

ATTACHMENT B-2 (Continued)

Key Personnel – Proposed Primary Authors

Provide the names of key personnel, on-staff environmental consultants, and Project Managers currently employed by the Respondent who worked on the projects listed above and will work on future PBC projects in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Years with Organization	Years in Environmental Industry

Key Personnel – Proposed Quality Control/Assurance Individual

Provide the names of key personnel currently employed by the Respondent who worked on the projects listed above in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Years with Organization	Years in Environmental Industry

ATTACHMENT B-3

Category C. Environmental Design Services Environmental Qualification PBC and Non-PBC Projects- Experience

For each proposed key personnel identified in the matrix requested in section D.2.a., provide examples of environmental remediation design experience for projects located in the Illinois-Chicago Metropolitan area. The consulting firm must only present their proposed key personnel to be assigned for Public Building Commission environmental remediation design work.

Complete Attachment B-3 for each proposed key personnel that demonstrates eight (8) local environmental design projects, five of which were enrolled through the Illinois Environmental Protection Agency Site Remediation Program (IEPA SRP) and successfully received a No Further Remediation letter in the past five (5) years. Projects must be completed within the last five (5) years to be deemed responsive. **No more than five (5) projects are to be PBC projects.**

(COMMISSION'S ATTACHMENT B-3 FORM ATTACHED)

ATTACHMENT B-3

**Category C. Environmental Design Services Environmental Qualification
PBC and Non-PBC Projects- Experience**

For each proposed key personnel identified in the matrix requested in section D.2.a., provide examples of environmental remediation design experience for projects located in the Illinois-Chicago Metropolitan area. The consulting firm must only present their proposed key personnel to be assigned for Public Building Commission environmental remediation design work.

Complete Attachment B-3 for each proposed key personnel that demonstrates eight (8) local environmental design projects, five of which were enrolled through the Illinois Environmental Protection Agency Site Remediation Program (IEPA SRP) and successfully received a No Further Remediation letter in the past five (5) years. Projects must be completed within the last five (5) years to be deemed responsive. **No more than five (5) projects are to be PBC projects.**

1. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-3 (continued)

2. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-3 (continued)

3.. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-3 (continued)

4. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-3 (continued)

5. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-3 (continued)

6. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-3 (continued)

7. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-3 (continued)

8. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-3 (Continued)

Key Personnel – Proposed Primary Authors

Provide the names of key personnel, on-staff environmental consultants, and Project Managers currently employed by the Respondent who worked on the projects listed above and will work on future PBC projects in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Years with Organization	Years in Environmental Industry

Key Personnel – Proposed Quality Control/Assurance Individual

Provide the names of key personnel currently employed by the Respondent who worked on the projects listed above in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Years with Organization	Years in Environmental Industry

ATTACHMENT B-3 (Continued)

Key Personnel – Proposed Licensed Professional Engineers

Provide the names of key personnel currently employed by the Respondent who worked on the projects listed above in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Years with Organization	Years in Environmental Industry

ATTACHMENT B-4

Category C. Construction Oversight Services Environmental Qualification PBC and Non-PBC Projects- Experience

For each proposed key personnel identified in the matrix requested in section D.2.a., provide examples of the key personnel's construction and environmental remediation oversight experience for projects located in the Illinois-Chicago Metropolitan area. The consulting firm must only present their proposed key personnel to be assigned for Public Building Commission construction and environmental remediation oversight work.

Complete Attachment B-4 for each proposed project manager that demonstrates eight (8) local construction and environmental remediation oversight projects, five of which were enrolled through the Illinois Environmental Protection Agency Site Remediation Program (IEPA SRP) and successfully received a No Further Remediation letter. **No more than five (5) projects are to be PBC projects.**

(COMMISSION'S ATTACHMENT B-4 FORM ATTACHED)

ATTACHMENT B-4

**Category C. Construction Oversight Services Environmental Qualification
PBC and Non-PBC Projects- Experience**

For each proposed key personnel identified in the matrix requested in section D.2.a., provide examples of the key personnel's construction and environmental remediation oversight experience for projects located in the Illinois-Chicago Metropolitan area. The consulting firm must only present their proposed key personnel to be assigned for Public Building Commission construction and environmental remediation oversight work.

Complete Attachment B-4 for each proposed project manager that demonstrates eight (8) local construction and environmental remediation oversight projects, five of which were enrolled through the Illinois Environmental Protection Agency Site Remediation Program (IEPA SRP) and successfully received a No Further Remediation letter. **No more than five (5) projects are to be PBC projects.**

1. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

(Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a "No Further Remediation Letter" issued for the site: _____

Description of Project: _____

ATTACHMENT B-4 (continued)

2. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

(Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-4 (continued)

3. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

(Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-4 (continued)

4. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

(Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-4 (continued)

5. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

(Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-4 (continued)

6. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

(Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-4 (continued)

8. Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Non-PBC Type: Industrial Residential Commercial Other (explain): _____

Approximate Contract Value: \$ _____

Project Completion Date: _____ (Dates must be provided or project will be deemed non-responsive)

(Dates must be provided or project will be deemed non-responsive)

Date Site enrolled into the IEPA – Site Remediation Program: _____

Was a “No Further Remediation Letter” issued for the site: _____

Description of Project: _____

ATTACHMENT B-4 (Continued)

Key Personnel – Proposed Primary Authors

Provide the names of key personnel, on-staff environmental consultants, and Project Managers currently employed by the Respondent who worked on the projects listed above and will work on future PBC projects in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Years with Organization	Years in Environmental Industry

Key Personnel – Proposed Quality Control/Assurance Individual

Provide the names of key personnel currently employed by the Respondent who worked on the projects listed above in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Years with Organization	Years in Environmental Industry

ATTACHMENT B-4 (Continued)

Key Personnel - Environmental Remediation Design and Construction Oversight Services

Provide the names of key personnel currently employed by the Respondent who worked on the projects listed above in this statement of qualifications. Attach resumes and copies of current licenses of all individuals listed.

Name	Yrs with Organization	Yrs in Environmental Industry

ATTACHMENT B-5

REFERENCES

**SUPPLEMENTAL REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
FOR
VARIOUS PROJECT SITES**

(COMMISSION'S ATTACHMENT B-5 FORM ATTACHED)

ATTACHMENT B-5

REFERENCES

**SUPPLEMENTAL REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
FOR
VARIOUS PROJECT SITES**

Provide references for projects that were identified in Attachment B-1, B-2, B-3, and B-4. Must provide a minimum of 3 per each Category.

Category: _____

Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Reference Name: _____

Email Address: _____ Phone: _____

Category: _____

Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Reference Name: _____

Email Address: _____ Phone: _____

Category: _____

Consultant Project Author: _____

Project Name: _____

Project Location: _____

Role on Project: Prime Subconsultant

Reference Name: _____

Email Address: _____ Phone: _____

ATTACHMENT C – LEGAL ACTIONS
SUPPLEMENTAL REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
FOR
VARIOUS PROJECT SITES

(COMMISSION'S LEGAL ACTIONS FORM ATTACHED)

ATTACHMENT C – LEGAL ACTIONS
SUPPLEMENTAL REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
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
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) “Certified Minority Business Enterprise” means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Supplier Council, Central Management Service of the State of Illinois, and Women’s Business Development Center.
 - (2) “Certified Women’s Business Enterprise” means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women’s Business Development Center.
 - (3) “Professional Service Contract” means a contract for professional services of any type.
 - (4) “Contract Specific Goals” means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission’s progress towards meeting the aspirational goals.
 - (5) “Professional Service Provider” means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
 - (6) “Executive Director” means the Executive Director of the Commission or his duly designated representative as appointed in writing.

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

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

(9) "Minority" means:

- a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
 - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
 - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;
 - iii. Asian-Americans, which includes persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent);
 - iv. American Indians, which includes persons having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment; and
- b. Individual members of other groups, including but not limited to Arab-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

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

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

4. Determining MBE/WBE Utilization

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

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

- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
 - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
 - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-proposal conference;
 - (2) The Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;
 - (4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;
 - (5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
 - (7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.
 - (8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - (9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:
 - (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;
 - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

- a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or her designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:
- (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.
 - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting proposals to meet the goals.
 - (5) Making a portion of the work available to MBE or WBE sub=consultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE sub-consultants and suppliers, so as to facilitate meeting the goals.
 - (6) Making good faith efforts despite the ability or desire of a Professional Service Provider to perform the work of a contract with its own organization. A Professional Service Provider that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Professional Service Provider.
 - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 18.02. Disputes Book 2.

9. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such

detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

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

10. Disqualification of MBE or WBE

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

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

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

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

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

The Professional Service Provider's notification should include the names, address and principal official of any

proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

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

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

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Professional Service Provider when a substitution of sub-consultants becomes necessary for the Professional Service Provider in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Professional Service Provider to locate specific firms, solicit MBE and WBE proposals, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

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

14. Severability

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

**SUPPLEMENTAL REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
FOR
VARIOUS PROJECT SITES**

(COMMISSION'S JOINT VENTURE AFFIDAVIT FORM ATTACHED)

JOINT VENTURE AFFIDAVIT (1 of 3)

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.

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

JOINT VENTURE AFFIDAVIT (2 of 3)

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 therefore be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

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.

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

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.

JOINT VENTURE AFFIDAVIT (3 of 3)

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

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

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

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by to
execute the affidavit and did so as his or her
free act and deed
(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 to
execute the affidavit and did so as his or her
free act and deed
(Name of Joint Venture)

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

**SUPPLEMENTAL REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
FOR
VARIOUS PROJECT SITES**

(COMMISSION'S SCHEDULE C AND SCHEDULE D FORM ATTACHED)

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH
PROPOSAL**

Name of Project: _____

Project Number: _____

FROM:

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

TO:

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

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

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

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

IF APPLICABLE:
By:

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

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

Name of Project: _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Title
and duly authorized representative of

Name of Professional Service Provider
whose address is

in the City of _____, State of _____

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

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

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

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

SUB-SUBCONTRACTING LEVELS

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

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

Name of Professional Service Provider (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS
(2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Affiant)

(Date)

On this _____ day of _____ 20 _____,

before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Notary Public
Commission Expires

(Seal)

ATTACHMENT E – INSURANCE REQUIREMENTS
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
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 \$1,000,000 each accident, illness, or disease.

E.1.2 Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for municipal facilities and/or \$5,000,000 per occurrence for Board of Education facilities insuring bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission, User Agency, and Owner designated in the scope of work must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

E.1.3 Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Commission, User Agency and Owner designated in the scope of work must be named as additional insureds on a primary, non-contributory basis.

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

E.1.4 Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 for municipal projects and/or \$5,000,000 for Board of Education projects, 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 the Commission, the User Agency and/or the Owner's property at full replacement cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Consultant

E.1.6 Valuable Papers

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

E.1.7 Contractors Pollution and/or Asbestos Abatement Liability

Contractors pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portions of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work, or any other activity under the agreement. Coverage must include bodily injury, property damage, and other losses caused by pollution conditions that arise from the agreement scope of services, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, 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. The Public Building Commission, User Agency, and/or the property Owner are to be named as additional insureds on a primary, non-contributory basis.

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

E.1.8 Railroad Protective Liability

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

ADDITIONAL REQUIREMENTS

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

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

The insurance must provide for 60 days prior written notice to be given to the Commission if coverage is substantially changed, canceled, or non-renewed.

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

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

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

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

Any insurance or self-insurance programs maintained by the Commission, User Agency, and/or Owner do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

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.

ATTACHMENT F
DISCLOSURE OF RETAINED PARTIES
ENVIRONMENTAL - CATEGORY A,B,C
PS1852
FOR
VARIOUS PROJECT SITES

(COMMISSION'S DISCLOSURE OF RETAINED PARTY FOLLOWS THIS PAGE)

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who 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 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

TERMS AND CONDITIONS – ENVIRONMENTAL CONSULTING

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. **Compliance with Policies Concerning MBE and WBE.*** Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Consultant agrees to use best efforts to utilize minority business enterprises for not less than twenty five percent (25%) and women business enterprises for not less than five percent (5%) of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission. Consultant agrees to furnish to the Commission, reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

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 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 \$1,500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule D 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 Schedule D.

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.