



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS  
PROFESSIONAL SERVICES AGREEMENT-SERVICES LESS THAN \$25,000  
Read Dunning Middle School – Subsurface Utility Investigation Services – PS2097**

This Contract is made and is dated July 19, 2017 by and between:

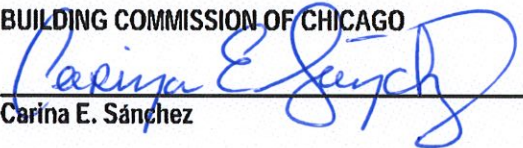
**PBC:** Public Building Commission of Chicago  
50 West Washington  
Chicago, Illinois 60602 ("PBC") and

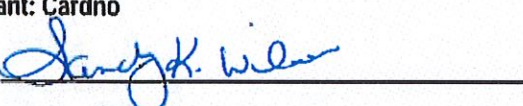
**Consultant: Name:** Cardno, Inc  
**Address:** 700 East Cooper Court, Suite D  
Schaumburg, IL 60173

**For the Services of:** Description of Services attached hereto as Exhibit A.

**In the Lump Sum Amount of:** \$23,600.00

**Project:** Read Dunning Middle School – Subsurface Utility Investigation Services

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**By:**   
Carina E. Sanchez  
**Title:** Executive Director  
**Date:** 07-20-2017

**Consultant: Cardno**  
**By:**   
**Title:** Sr. Project Manager  
**Date:** 7/19/17

**1. Performance Standard.** The Consultant represents and agrees that the Services performed under this Contract 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. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees

necessary for the Consultant to perform the Services in the manner required by the Contract.

**2. Failure to Meet Performance Standards.** If the Consultant fails to comply with its obligations under the standards of this Contract, 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.

**3. Compliance with Laws.** In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

**4. Time Is Of The Essence.** Time is of the essence for this Contract.

**5. Invoices.** Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

**6. Compensation of Consultant.** The Commission shall pay the Consultant as defined in Exhibit A in a Not to Exceed amount of \$23,600.00. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

**7. No Waivers.** Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

**8. Indemnity.** The Consultant shall defend, indemnify and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the negligent Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the Parties in defending any such claim.

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**9. Taxes.** PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

**10. Insurance.** The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.

**11. Independent Contractor.** In performing the Services under this Contract, 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 PBC.

**12. Changes to the Services.** The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

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

**14. Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Contract 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 PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

**15. Termination.** The PBC reserves the right to terminate this Contract at any time by providing written notice to the Consultant.

**16. Notices.** All notices and other communications required under this Contract must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

**17. Remedies.** The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

**18. Governing Law.** The laws of the State of Illinois shall govern this Contract.

**19. Choice of Forum.** Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

**20. Non-assignment.** The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

**21. Headings.** Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

**22. Partial Invalidity.** If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

**23. Amendments.** Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

**24. Binding Effect.** This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

**25. Entire Agreement.** This Contract, and its accompanying exhibits, 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

**26. Term.** The term of this agreement is until all funds are fully exhausted or until services are fully rendered. This Agreement may be terminated by the Commission with cause, upon thirty (30) day notice to the contractor and, provided further, that s until all funds are fully exhausted or until services are fully rendered. This Agreement may be terminated by the Commission with cause, upon thirty (30) day notice to the contractor and, provided further, that this Agreement may be terminated at any time during the term by mutual agreement of the parties.

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**27. Consequential Loss.** Neither party shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.

**28. Limitation of Liability.** Limitation of Liability - Notwithstanding any other clause in this Agreement, the total aggregate liability of the Consultant to PBC for any claims, losses, costs or damages arising out of or in connection with the Consultant's performance of the Agreement, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law up to \$2,000,0000 or the limits of the relevant insurance policies pursuant this Agreement, whichever is greater.

The limits of liability in this clause do not apply to any liability of the Consultant arising from claims made by any third party for personal injury, death or damage to any property.

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Read Dunning Middle School – Subsurface Utility Investigation Services – PS2097**

**EXHIBIT A**



**Subsurface Utility Investigation  
Proposal for Public Building Commission of Chicago  
Read Dunning Middle School Project – Horizontal and Vertical Utility Locates at  
4001 N. Oak Park Avenue in Chicago, IL.**

**Project Purpose**

To perform Subsurface Utility Investigation services for the Public Building Commission of Chicago (PBC) in an attempt to locate the conductive utilities as directed by PBC project limits for the proposed Read Dunning Middle School.

**Project Limits**

The project limits are defined as follows: Horizontally and vertically locate the existing utilities within the proposed improvement areas of the proposed Read Dunning Middle School as outlined on 20170615 Utility Locate Sketch\_small 2. PDF provided to us by Andy Horn on 6/15/17.

**Mobilization**

This includes all appropriate equipment, transportation and qualified personnel necessary to perform the requested SUE services.

**Geophysical Surface Utility Investigation (SUE Quality Level B)**

At the work area specified by the project limits, and to ensure the safety of the utility crew on site, all work performed at the project site will be in accordance with all safety requirements and coordinated with Public Building Commission of Chicago. Cardno will utilize surface geophysical methods in an attempt to interpret the presence of the selected utilities and use electromagnetic equipment to detect and designate the facilities at the location as described shown on their drawings. Using the aforementioned technology, Cardno will provide paint markings and/or flags on the ground surface to show the approximate horizontal position of existing metallic or conductive utilities that are found through geophysical methods or investigation of the plans provided.

Once the field information is completed and checked by the field crew supervisor, the Utility Field Manager will perform a quality control (QC) check of the project by cross checking the proposed scope of work to the actual work performed. Finally the Project

Manager will review the proposed scope of work and budget against the actual work quality, timeliness and cost of the product deliverable.

### **Air/Vacuum Subsurface Utility Investigation (SUE Quality Level A)**

Cardno will make the appropriate DIGGER One-Call notification and work closely with Public Building Commission of Chicago (PBC). We will then proceed as follows:

1. Coordinate with utility agency/owners as required by this agreement and as required by law.
2. Mobilization includes all appropriate equipment, transportation, materials and qualified personnel necessary to perform the requested utility investigation.
3. Excavate test holes to in an attempt to expose the selected utility(s) at a specific point as directed by personnel;
4. Excavate test holes exposing the selected utility(s) in such a manner as to prevent damage to wrappings, coatings PBC, or other protective coverings, such as by vacuum excavation or hand digging.
5. Minimum excavation assumed to be 8"x8" (64 square inches).
6. Mark/collect the following data:
  - a) The horizontal and vertical location of top of the selected utility(s).
  - b) The outside diameter of the selected utility(s).
  - c) Type of utility.(selected utilities)
  - d) The utility structure material composition, when reasonably ascertainable.
  - e) Review information from utility records against test hole findings.
  - f) The paving thickness and type, where applicable.
  - g) An above ground marker (i.e., PK, nail, peg, steel pin or hub) will be placed above the centerline of the utility so it can record the elevation of the marker for reference above the utility.
  - h) Such other pertinent information as is reasonably ascertainable from each test hole site.
7. Back fill and compact test holes in 6" lifts with excavated material.
8. Restore pavement cuts with replacement of cold patch or cement to a minimum thickness of the existing pavement. In event the test hole is excavated in a grassy area, the area disturbed will be restored to the condition prior to excavation.
9. Provide cleanup of work site to equal or better condition before excavation.

## **Survey and CADD**

To be performed by Public Building Commission of Chicago (PBC) and or others. We respectfully request that we be included in the final review of the survey data and CADD files and drawings to assure a complete QA/QC process.

## **Inclusions**

1. Cardno will coordinate all operations with Public Building Commission of Chicago (PBC).
2. PBC will contact DWM and People's Gas to meet with Cardno on-site during the vacuum excavation to determine if the discovered lines are active. Cardno will work with the PBC and the utilities owners to determine schedule at a later date.
3. Public Building Commission of Chicago will supply Cardno with project plans and any existing utility information of the areas to be investigated, if any our available.
4. Cardno will attempt to horizontally locate the selected utilities; Private Water Main, Peoples Gas and the existing utilities within the utility tunnel (Steam, Electric, and Communications) as outlined in the PDF within the highlighted areas as directed by Andy Horn with the PBC. See 20170615 Utility Locate Sketch-small 2. PDF of the proposed project limits.
5. Cardno will attempt to perform the vertical locates selected on the private water main and Peoples Gas (conductive) utilities as outlined in the PDF within the highlighted areas as directed by Andy Horn with the PBC. See 20170615 Utility Locate Sketch-small 2. PDF of the proposed project limits.
6. Cardno will be responsible for the remarking of the conductive utilities before survey and during construction. However this is contingent and is based on PBC needs and is limited to up to 1 day.
7. Cardno will be responsible for providing basic Maintenance of Traffic (MOT) using signs, cones, flashers etc., (additional MOT will be billed at cost if needed)?
8. Cardno must be able to access the entire work area with our personnel, vehicles and equipment. (PBC is responsible for the Right-of- Entry to property and any other required permits).
9. Perform Quality Assurance/Quality Control (QA/QC) of above services with various positive verifications as deemed necessary.
10. Cardno will perform this service with due diligence and use every reasonable effort to designate utilities and will be held accountable for Cardno's negligent acts, errors, or omissions for its services as outlined within this scope of services. However, Cardno does not guarantee that all active or abandoned utility systems or structures can or will be detected, including but not limited to, utilities located underneath other utilities. Cardno will notify client if we discover non-conductive or non-locatable utilities.

## **Exclusions**

1. Cardno will not be responsible for the handling or disposal of any hazardous material.
2. Cardno shall not be required to work other than 8:00 AM to 5:00 PM, Monday through Friday. Unless directed otherwise by Public Building Commission of Chicago (PBC). (No additional cost if hours are change from day to night, but limited to 8 hours per day.)
3. Cardno will not be providing SUE Quality Levels "C and D" as defined in the ASCE Standard 38-02.
4. Designating non-conductive utilities without tracer wire is not included. If a non-conductive utility is present Cardno will attempt to identify it by utilizing all tools available to them such as; single channel Ground Penetrating Radar (GPR) and toneable flex rod. If unsuccessful, Cardno will notify client.
5. Cardno shall not be required to enter into any confined spaces such as sewer or drain manholes (additional costs will incur).
6. Cardno shall not be responsible for damages caused by others to the underground utilities. Caution should be used within the areas of the horizontal utility locates to avoid damages.
7. Cardno will not be responsible for the removal or replacing of landscape.
8. Permanent pavement restoration is not included and the responsibility of such requirements by the City of Chicago will belong to the PBC. Temporary pavement replacement is limited to the area that was removed for the Test Hole (Vacuum Excavation) – SUE Quality Level A.
9. Cardno shall not be required to obtain any permits.
10. Cardno will not be providing surveying and/or CADD services.

## **Deliverables**

The usefulness and clarity of project deliverables is perhaps the most critical element in determining whether or not a project is a success. Our submittal package for this project will be as follows:

- Field Markings such as; paint, flags, nail and disk, iron rod and cap & wooden lathes etc.
- Test Hole Field Data Form
- PDF of Utility Field Sketches



**EXHIBIT B**  
**COMPENSATION OF THE CONSULTANT**

**B.1 CONSULTANT'S FEE**

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services in a **Not to Exceed ("Fee") of \$23,600.00** for all work included in Exhibit A and as outlined in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- B.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

## **Project Duration**

Cardno is prepared to begin the horizontal and vertical utility locating after receiving the approved Written Notice to Proceed (NTP) along with a signed copy of the executed agreement. Project start date will be determined at later date by Public Building Commission of Chicago.

## **Fee Schedule**

\*Daily Rate of \$3,200.00 for Horizontal Locate (SUE Quality Level B) w/o survey  
*\*(Daily rate includes Labor, materials, mobilization and equipment)*

**Total Estimate up to 4 days w/o CADD and Survey = \$12,800.00**

\*Daily Rate of \$3,200.00 for remarking of Horizontal Locate (SUE Quality Level B) for contractors w/o survey and is contingent based on client needs. Limited up to 1 day.  
*\*(Daily rate includes Labor, materials, mobilization and equipment)*

**Total Estimate for Remark of Horizontal Locate up to 1 day w/o Survey and CADD Services \$3,200.00**

\*Daily Rate of \$3,800.00 for Vertical Locate (SUE Quality Level A) w/o survey  
*\*(Daily rate includes Labor, materials, mobilization and equipment)*

**Total Estimate up to 2 days w/o CADD and Survey = \$7,600.00**

*(The amount of Test Holes completed in an 8-hour day is contingent on the following: Soil conditions, depth of the utility, location and weather.)*

This price is calculated by the project scope and limits described above. Should the scope or the limits change, we will request additional compensation for any additional work. **The above price will not be exceeded without prior authorization from Public Building Commission of Chicago.** Cardno will invoice at completion of our work.

Please Note: Use of Cardno for Subsurface Utility Investigation does not relieve the client, contractor(s), property owner(s) or utility owner(s) of the responsibility of notifying the City of Chicago's Diggers One Call System prior to starting excavation. Cardno will not be assumed or held responsible for damages to utilities caused by others.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**(INSURANCE REQUIREMENTS ATTACHED)**





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570067565957		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570067565957	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Archit&Eng Prof			PSDEF1700430 Arch & Eng. Prof. PRIM SIR applies per policy terms & conditions	06/30/2017	06/30/2018	Aggregate	\$7,500,000
							Each Claim	\$7,500,000
E	E&O-PL-XS			PSDEF1700431 Arch & Eng. Prof. EX SIR applies per policy terms & conditions	06/30/2017	06/30/2018	Aggregate	\$7,500,000
							Each Claim	\$7,500,000

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570067565957			
CARRIER See Certificate Number: 570067565957	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Public Building Commission of Chicago and the City of Chicago, the Board of Education of the City of Chicago and any other entity as required by the Public Building Commission of Chicago, their respective board members, employees, elected officials, officers or representatives in accordance with the policy provisions of the General Liability, Pollution Liability and workers' compensation policies. General Liability policy includes Explosion/Collapse/Underground (XCU). Contractual Liability is included under the General Liability Policy.

Should General Liability, Automobile Liability, Professional Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



## ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.	NAMED INSURED Cardno, Inc.
POLICY NUMBER See Certificate Number: 570067565957	EFFECTIVE DATE:
CARRIER See Certificate Number: 570067565957	
NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

EXCESS PROFESSIONAL LIABILITY POLICIES

Primary USD \$7.5m Policy Number: PSDEF1700430  
 Lex London on behalf of AIG Europe Ltd Line size: 100%

USD \$7.5M xs USD \$7.5M Policy Number: PSDEF1700431  
 AWAC Syndicate: 2232 Line size: 33.7%  
 WRB Syndicate: 1967 Line size: 12.6%  
 Brit Syndicate: 2987 Line size: 21.1%  
 Axis Syndicate: 1686 Line size: 12.6%  
 ACT Syndicate: 9555 Line size: 20%



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cardno, Inc.	
POLICY NUMBER See Certificate Number: 570067565957			
CARRIER See Certificate Number: 570067565957	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

CARDNO NAMED INSUREDS

Cardno ChemRisk, LLC.  
 Cardno EM-Assit, Inc.  
 Cardno Emerging Markets USA, Ltd.  
 Cardno ENTRIX  
 Cardno ERI  
 Cardno GS, Inc.  
 Cardno Haynes Whaley, Inc.  
 Cardno JFNew  
 Cardno MMA  
 Cardno NC, Inc.  
 Cardno TBE (AZ)  
 Cardno TBE (FL)  
 Cardno TBE; TBE Group, Inc.  
 Cardno TEC, Inc.  
 Cardno USA, Inc.  
 Cardno WRG, Inc.  
 Cardno WRG, Inc. dba WRG Designs Inc.  
 Cardno, Inc (OR)  
 Cardno, Inc. (TX)  
 Cardno, Inc. (FL)  
 Cardno (MI), Inc.  
 Cardno PPI Engineering & Construction, Services LLC., PPI Technology Services, LLC., PPI Quality & Asset Management, LLC., and its Affiliated Companies  
 Entrix Inc. dba Cardno Entrix  
 Environmental Resolutions, Inc.  
 ES NY Engineering, P.A. PC.  
 J.F. New & Associates, Inc.  
 JFNew  
 Marshall Miller & Associates, Inc.  
 TBE Group, Inc. (Adden)  
 TBE Group, Inc. dba: Cardno TBE  
 TBE Group, Inc., Cardno TBE  
 TBE Professional Services, PLLC  
 WRG North Carolina PLLC  
 TBE Group (Canada) ULC is included as a Named Insured as identified in the insurance Policy referenced on this certificate



**EXHIBIT D**  
**DISCLOSURE OF RETAINED PARTIES**

**(DISCLOSURE OF RETAINED PARTIES ATTACHED)**

## ATTACHMENT D – DISCLOSURE OF RETAINED PARTIES

**Definitions and Disclosure Requirements**

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

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

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

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract: **Provide Subsurface Utility Engineering Services for Read Dunning Middle School**

Name of Consultant:

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

Retained Parties:

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

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

## ATTACHMENT D – DISCLOSURE OF RETAINED PARTIES

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.

Sandy K. Wilson  
Signature

7/19/17  
Date

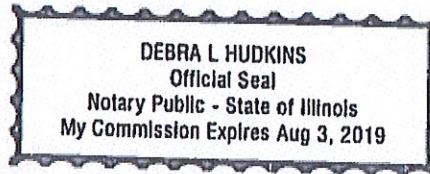
Sandy K. Wilson  
Name (Type or Print)

Sr. Project Manager  
Title

Subscribed and sworn to before me

this 19 day of July 2017

Debra L. Hudkins  
Notary Public State of Illinois  
County of Cook



**EXHIBIT E**  
**DISCLOSURE AFFIDAVIT**

**(DISCLOSURE AFFIDAVIT ATTACHED)**

## ATTACHMENT E – DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Sandy K. Wilson, as Sr. Project Manager  
Name Title

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

RESPONDENT			
<b>Name of Firm:</b>	Cardno, Inc.		
<b>Address:</b>	10004 Park Meadows Drive, Suite 200		
<b>City/State/Zip:</b>	Lone Tree, CO 80124		
<b>Telephone:</b>	847-885-8750	<b>Facsimile:</b>	847-885-8846
<b>FEIN:</b>	45-2663666	<b>SSN:</b>	
<b>Email:</b>	Sandy.Wilson@cardno.com		
<b>Nature of Transaction:</b>			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

## ATTACHMENT E - DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

<b>State of Incorporation or Organization:</b>		Delaware
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>	Lone Tree, CO 80124	
<b>Telephone:</b>	847-885-8750	
<b>Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)</b>		
<b>Name</b>	<b>Title</b>	
Michael Alscher - Chairman		
Neville Buch - Interim CEO & Non-Executive Director		
Gary Jandegian - Non-Executive Director		
Steven Sherman - Non-Executive Director		
Jeffrey Forbes - Non-Executive Director		
Robert Prieto - Non-Executive Director		
Nathaniel Thomson - Non-Executive Director		
Peter Barker - Chief Financial Officer		
Michael Pearson - General Counsel & Company Secretary		
<b>Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)</b>		
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>
Cardno, Inc. is ultimately owned by Cardno, LTD - a publicly traded entity on the Australian Stock Exchange		%
		%
		%
<b>LLC's only, indicate Management Type and Name:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b>
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

## ATTACHMENT E – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

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

### C. SOLE PROPRIETORSHIP

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

## ATTACHMENT E – DISCLOSURE AFFIDAVIT

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### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

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



## ATTACHMENT E – DISCLOSURE AFFIDAVIT

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### B. SUBCONTRACTORS

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

### C. STATE TAX DELINQUENCIES

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

## ATTACHMENT E – DISCLOSURE AFFIDAVIT

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

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

### D. OTHER TAXES/FEEs

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

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

### E. PUNISHMENT

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

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

ATTACHMENT E- DISCLOSURE AFFIDAVIT

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

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

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

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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

[Handwritten Signature]
Signature of Authorized Officer

Sandy. K. Wilson
Name of Authorized Officer (Print or Type)

Sr. Project Manager
Title

847-885-8750
Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 19 day of July, 2017 by Sandy K. Wilson (Name) as Sr Project Mgr (Title) of Cardno Inc (Bidder/Proposer/Respondent or Contractor)

[Handwritten Signature]
Notary Public Signature and Seal



**ATTACHMENT F – MBE/WBE REPORT  
MBE/WBE CERTIFICATIONS**

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

Yes       No

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

Certifying Agency:

City of Chicago \_\_\_\_\_

County of Cook \_\_\_\_\_

Category:

WBE \_\_\_\_\_

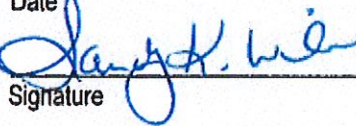
MBE \_\_\_\_\_

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

Cardno, Inc.  
Company Name

Sandy K. Wilson  
Print Name

7/19/17

Date  
  
Signature

# MWBE PLAN APPROVAL

Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005



## CONTRACT INFORMATION

Project	Read Dunning Middle School	Project No	05165
Contract Name	Utility Investigation Services	Contract No	PS2097
Contractor/Consultant	Cardno, Inc.	Contract Amount	\$23,600.00
For Credit Amount		Schedule D	<input type="radio"/> Yes <input checked="" type="radio"/> No
Description of Services	Read Dunning Middle School Utility Investigation Services		

## M/WBE UTILIZATION PLAN

Name Contractor	Type Work	MBE Allowed	WBE Allowed	Not Allowed	Schedule C
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
<b>Totals</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>		
Goal % Approved		0.00%	0.00%		

## WAIVER

Waiver Requested	<input type="radio"/> Yes <input checked="" type="radio"/> No	Waiver Approved	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Waiver Approval Justification			

Approved:  Yes  No

Signed: *Patrice Doyle* **Patrice Doyle**

Digitally signed by Patrice Doyle  
DN: cn=Patrice Doyle, o=Public Building Commission of Chicago, ou, email=patrice.doyle@cityofchicago.org, c=US  
Date: 2017.07.19 16:23:27 -05'00'

Date: 07/19/2017

File Code: 05165-10-02

Requires Additional Consideration (specify):

Cardno, Inc. contract is applicable to the terms and conditions for services less than \$25,000.00