

PUBLIC BUILDING COMMISSION OF CHICAGO



CONTRACT NUMBER PS1480
WITH
GEOSYNTEC CONSULTANTS
TO PROVIDE
HYDROGEOLOGICAL AND ENGINEERING SERVICES
FOR
SOUTH SHORE REPLACEMENT HIGH SCHOOL
Project Number: 5130

Mayor Richard M. Daley
Chairman

Erin Lavin Cabonargi
Executive Director

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

PROFESSIONAL SERVICES AGREEMENT
SOUTH SHORE REPLACEMENT HIGH SCHOOL
HYDROGEOLOGICAL AND ENGINEERING SERVICES

Project Number: 5130
PS 1480

This agreement, effective as of the 6th day of January ("Agreement"), by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 66 West Washington Street, Chicago, Illinois 60602 ("**Commission**"), and **Geosyntec Consultants** a Corporation, with offices at 134 North LaSalle Street Suite 300 Chicago, Illinois 60602 ("**Consultant**").

WITNESSETH:

WHEREAS, the Commission requires certain professional services, described on Schedule A to this Agreement (the "Services"), and desires to contract with Consultant, on the terms and conditions set forth in this Agreement, to perform such Services; and

WHEREAS, the Consultant desires to contract with the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services; and

WHEREAS, the Consultant has reviewed this Agreement and taken such other actions as the Consultant has deemed necessary or advisable to familiarize itself with the scope and requirements of the Services;

NOW, THEREFORE, for valuable consideration, the Commission and the Consultant agree as follows:

1. Incorporation of Recitals. The matters recited above are hereby incorporated in and made a part of this Agreement.
2. Definitions. The terms set forth below have the meaning indicated with respect to this Agreement:
 - a. **Agreement** means this professional services Agreement, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.
 - b. **Commission** means the Public Building Commission, and includes the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated consultant or consultants, acting on

behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.

- c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.
- d. **Key Personnel** means those job titles and persons as identified in those positions as identified in Schedule A of the Agreement or in the Consultant's proposal and accepted by the Commission.
- e. **Services** means collectively, the actions, deliverables, duties and responsibilities that are required by the Commission under this Agreement. The required Services are described in Schedule A of this Agreement.
- f. **Sub-consultant** means a firm hired by the Consultant to perform certain of the Services required by this Agreement.
- g. **Technical Personnel** as herein referred to include partners, officers and all other personnel of the Consultant, exclusive of general office employees.

3. Incorporation of Documents. The documents identified below in this paragraph are 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 each of such documents and will comply fully with all applicable portions thereof in performing the Services.

Policies Concerning MBE and WBE: the Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

4. Standard of Performance. 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 of similarly situated professionals providing services of similar scope and magnitude to the Services required by this Agreement. Consultant further agrees that it will assign to the Services at all times during the term of this Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required hereunder.

5. Duties and Obligations of Consultant.

a. Nondiscrimination. The Consultant agrees that in performing the Services 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 Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.01 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on February 11, 1992, 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 and 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. 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 its best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the total amount paid to Consultant for the performance of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on February 11, 1992, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission. Consultant will furnish to the Commission such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

d. Delays. 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 or expiration of this agreement.

f. 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 work of the Commission. Consultant agrees to use all reasonable efforts to expedite performance of the Services and performance of all other obligations of the Consultant under this Agreement.

g. Compliance with Laws. In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws.

h. Progress Meetings. Meetings 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.

i. Changes (Amendments). The Commission may, from time to time, request changes to the terms of the Agreement or in the Scope of 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, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

6. Term.

a. The term of this Agreement shall begin on the effective date set forth above and, subject to the provisions of subparagraph (b) below, shall expire upon completion of the Services and acceptance thereof by the Commission. If the Services are of an ongoing nature, on the Completion Date shall be specified in such Schedule A. The Commission and the Consultant may, from time to time, by mutual agreement, extend the term of this Agreement by amending Schedule A hereto.

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.

7. Compensation of Consultant; Reimbursement for Expenses. The Commission shall compensate the Consultant for the Services in the manner set forth on Schedule C to this Agreement. In addition, the Commission shall, upon submission by the Consultant, which the Consultant may do no more frequently than once every 30 days, and approval by the Commission of detailed invoices therefor, reimburse the Consultant for all Reimbursable Expenses. "Reimbursable Expenses" means those expenses identified as such on Schedule C to this agreement.

8. Rights and Obligations of Commission. In connection with the administration of the Services by the Commission and the performance of the Services 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 Services.

b. Review of Documents. The Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

c. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

c. 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.

d. Audits. The Commission shall have the right to audit the books 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, its 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 which will adequately insure the Commission, the User Agency and the Consultant against claims and liabilities which could arise out of the performance of such Services, including but not limited to, the insurance coverages set forth on Schedule D to this agreement.

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 give to the Consultant by the Commission;

ii. 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;

iii. 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

iv. 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 courses 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. Disputes.

a. General. All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including without limitation questions concerning allowability of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Consultant in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Consultant and the Commission's representative; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Consultant will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Commission's representative will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Commission's representative to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Commission's representative was filed or was due unless the Executive Director notifies the Consultant that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Consultant must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Consultant will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

13. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the

Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this agreement, the Project or the Services.

14. **Assignment.** 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 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 due, the Consultant shall so notify the Commission in writing, and shall assign other qualified members of the Consultant's staff, as approved by the Commission, 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 on Schedule A hereto, 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. **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.

b. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

c. **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.

d. **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.

e. **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.

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

g. **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.

h. **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.

i. **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.

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2nd IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the
2 day of January, 2009.

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

[Signature] Date: 1/21/09
Erin Lavin Cabonargi
Executive Director

Attest:

[Signature] Date: 1-22-09
Edgrick Johnson
Secretary

Geosyntec Consultants

[Signature] Date: 1-7-09
Susan K. Hill
Principal

County of: DuPage
State of: Illinois

Subscribed and sworn to before me by Susan Hill on behalf of Architect this 7 day of
January, 2009.

[Signature]
Notary Public



My Commission expires: April 9, 2012

(SEAL OF NOTARY)

Schedule A
PROJECT DESCRIPTION AND SCOPE OF SERVICES

SOUTH SHORE REPLACEMENT HIGH SCHOOL
HYDROGEOLOGICAL AND ENGINEERING SERVICES
PS 1480

Scope follows on next page

December 5, 2008

Mr. Michael Vergamini, P.E.
Senior Project Manager
Public Building Commission of Chicago
Room 200
50 West Washington St.
Chicago, IL 60602

Subject: South Shore High School Dewatering Project

Dear Mr. Vergamini:

In response to your request, Geosyntec Consultants is pleased to provide this proposal for hydrogeological and engineering consulting with regard to the dewatering of the South Shore High School construction site. This proposal presents our understanding of the project needs, the anticipated scope of work and our current estimate of the budget for our involvement.

Understanding of the Project Needs

Based on the several meetings we have attended and the background information provided, we understand that the excavation for and construction of the above-referenced high school will require dewatering. The dewatering system has been designed to include a perimeter array of well points to cut-off infiltration into the excavation, and interior sumps as necessary to dewater the interior of the excavation. Further we understand that the dewatering system has been unable to lower the water in the site soil more than about 13 feet below ground surface. In that the excavation will extend as deep as 30 feet or more locally, the inability to dewater to greater depths is problematic.

The perimeter earth retention system is currently being installed using H-piles and wood lagging and tie-backs. The installation of this earth retention system is constrained by the inability to lower the ground water due to the flowing silt and sand that occurs when the excavation is attempted beneath the current groundwater level. We understand the site preparation work is being conducted by one contractor, and eventually the site will be turned over to a different contractor for the vertical construction of the school. The ability to make the turnover to the

Mr. Michael Vergamini, P.E.
December 5, 2008
Page 2

construction contractor may also be constrained by the inability to effectively limit the infiltration of water into the excavation.

It is also understood that this project has a high level of visibility in the Chicago city government and there is a concern that the delays at this stage in the project may jeopardize the timely completion of the school. Every effort is being made to keep this project on schedule, or to resolve the current delays as promptly as possible so as to minimize any further impacts to the scheduled completion.

Scope of Work

Geosyntec has been requested to assist PBC and their contractors in addressing the dewatering issue. Based on our understanding of the dewatering issue, we anticipate the following general scope items.

- Meet with PBC and their contractors to develop an understanding of the work done to date, and the issues to be resolved.
- Review the available data on site conditions and performance of the dewatering system.
- Provide recommendations on potential means of resolution of the dewatering issues and difficulties.
- Assess performance of system modifications, review the data generated and consult on further means of addressing the issues as appropriate.
- Meet with PBC and their contractors to present the findings and recommendations for this project.

The specific scope is somewhat uncertain, and is anticipated to be rather flexible due to the need to resolve the issues in as short a time as possible. Geosyntec will continue to provide recommendations and assessments of the site conditions as conditions change. However, a detailed specific scope of work is not readily developed at this point in time.

To date, Geosyntec has obtained the background data including site plans, geotechnical soils investigation reports, and designs for the dewatering and earth retention systems. Those data were provided 11/25/08. Geosyntec reviewed those data and attended a meeting on site 12/1/08 to become familiar with the site conditions. We also contacted the dewatering contractor on 12/1/08 to better understand their assessment of the site conditions, difficulties encountered, means of addressing or revising the system and to provide preliminary recommendations.

Mr. Michael Vergamini, P.E.
December 5, 2008
Page 3

Geosyntec met with the PBC and project contractor personnel at the PBC offices 12/3/08 to present our understandings and preliminary recommendations, including recommendations for installation of a series of piezometers at the site to measure the groundwater response to site dewatering efforts. Geosyntec also met at the site on 12/4/08 with PBC and contractors regarding revisions made to the system by the dewatering contractor, and to stake the proposed locations for the piezometer array. Further, Geosyntec has had internal discussions and has contacted several contractors to assess alternatives for addressing the dewatering, if the current efforts are found to be insufficient to meet the project needs.

Proposed Budget Estimate

Inasmuch as the scope of work is not readily defined, the proposed budget is also somewhat difficult to estimate. The work to date has involved on the order of 20 hours, and costs for travel to and from the site on several occasions. It is requested that authorization for approximately 100 hours, at \$165/hr, plus estimated expenses of \$500 be processed. This would provide an authorized budget of \$18,700. We will bill on an hourly basis for those hours utilized on this project, and will not exceed this authorized amount without further notice and written authorization.

We appreciate the opportunity to assist the PBC on this very interesting project. Please provide your authorization for this proposed scope and budget, or contact us with any questions you may have regarding this matter.

Regards,

Richard G. Berggreen, P.G.
Senior Consultant

Susan K. Hill, P.E.

Susan Hill, P.E.
Principal

Copies to: John Plezbert
Ray Giderof

**Schedule B
PROJECT DOCUMENTS**

**SOUTH SHORE REPLACEMENT HIGH SCHOOL
HYDROGEOLOGICAL AND ENGINEERING SERVICES
PS 1480**

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

SOUTH SHORE REPLACEMENT HIGH SCHOOL
HYDROGEOLOGICAL AND ENGINEERING SERVICES
PS 1480

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a Not to Exceed Fee ("Fee") of \$18,700.00 for all work included in Schedule A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated additive change orders constitutes the Consultant's full fee for Basic Services.
- C.1.2 Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

C.2 HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

- C.2.1 Hourly Rates for Consultant and Subconsultant personnel are provided in Consultant's proposal, which follows Schedule C. The hourly rates provided by the Consultant will be used to determine the costs for any work related to the Project.
- C.2.2 Hourly Rates for Consultant and Subconsultant Personnel. All Consultant and Subconsultant personnel and the hourly rate billable for each are subject to the prior approval of the Commission.

C.3 METHOD OF PAYMENT

- ~~C.3.1 Invoices. The Consultant will submit an invoice to the Commission for Services performed, that will be paid in one lump sum after all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission.~~

Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of this Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain the reasons for such variances.

- C.3.2 Payment. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Consultant
- C.3.3 Invoice Disputes. If the Commission disputes certain items in the Consultant's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Disputes provisions of this Agreement

SEE ATTACHED

C.3 METHOD OF PAYMENT

- C.3.1 **Invoices.** Once each month, the Consultant will submit an invoice to the Commission for Services performed during the preceding month.
- C.3.2 Each invoice must clearly indicate the Contract Number and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subcontract costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designed audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.
- C.3.3 Payment will be processed within 30 days after Commission receives an acceptable invoice from the Consultant.
- C.3.4 **Invoice Disputes.** If the Commission disputes certain items in the Consultant's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

C.4 INVOICING

- C.4.1 The Consultant will submit one original of its monthly invoice to the Commission's Accounts Payable Department Representative for approval.

December 5, 2008

Mr. Michael Vergamini, P.E.
Senior Project Manager
Public Building Commission of Chicago
Room 200
50 West Washington St.
Chicago, IL 60602

Subject: South Shore High School Dewatering Project

Dear Mr. Vergamini:

In response to your request, Geosyntec Consultants is pleased to provide this proposal for hydrogeological and engineering consulting with regard to the dewatering of the South Shore High School construction site. This proposal presents our understanding of the project needs, the anticipated scope of work and our current estimate of the budget for our involvement.

Understanding of the Project Needs

Based on the several meetings we have attended and the background information provided, we understand that the excavation for and construction of the above-referenced high school will require dewatering. The dewatering system has been designed to include a perimeter array of well points to cut-off infiltration into the excavation, and interior sumps as necessary to dewater the interior of the excavation. Further we understand that the dewatering system has been unable to lower the water in the site soil more than about 13 feet below ground surface. In that the excavation will extend as deep as 30 feet or more locally, the inability to dewater to greater depths is problematic.

The perimeter earth retention system is currently being installed using H-piles and wood lagging and tie-backs. The installation of this earth retention system is constrained by the inability to lower the ground water due to the flowing silt and sand that occurs when the excavation is attempted beneath the current groundwater level. We understand the site preparation work is being conducted by one contractor, and eventually the site will be turned over to a different contractor for the vertical construction of the school. The ability to make the turnover to the

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construction contractor may also be constrained by the inability to effectively limit the infiltration of water into the excavation.

It is also understood that this project has a high level of visibility in the Chicago city government and there is a concern that the delays at this stage in the project may jeopardize the timely completion of the school. Every effort is being made to keep this project on schedule, or to resolve the current delays as promptly as possible so as to minimize any further impacts to the scheduled completion.

Scope of Work

Geosyntec has been requested to assist PBC and their contractors in addressing the dewatering issue. Based on our understanding of the dewatering issue, we anticipate the following general scope items.

- Meet with PBC and their contractors to develop an understanding of the work done to date, and the issues to be resolved.
- Review the available data on site conditions and performance of the dewatering system.
- Provide recommendations on potential means of resolution of the dewatering issues and difficulties.
- Assess performance of system modifications, review the data generated and consult on further means of addressing the issues as appropriate.
- Meet with PBC and their contractors to present the findings and recommendations for this project.

The specific scope is somewhat uncertain, and is anticipated to be rather flexible due to the need to resolve the issues in as short a time as possible. Geosyntec will continue to provide recommendations and assessments of the site conditions as conditions change. However, a detailed specific scope of work is not readily developed at this point in time.

To date, Geosyntec has obtained the background data including site plans, geotechnical soils investigation reports, and designs for the dewatering and earth retention systems. Those data were provided 11/25/08. Geosyntec reviewed those data and attended a meeting on site 12/1/08 to become familiar with the site conditions. We also contacted the dewatering contractor on 12/1/08 to better understand their assessment of the site conditions, difficulties encountered, means of addressing or revising the system and to provide preliminary recommendations.

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Geosyntec met with the PBC and project contractor personnel at the PBC offices 12/3/08 to present our understandings and preliminary recommendations, including recommendations for installation of a series of piezometers at the site to measure the groundwater response to site dewatering efforts. Geosyntec also met at the site on 12/4/08 with PBC and contractors regarding revisions made to the system by the dewatering contractor, and to stake the proposed locations for the piezometer array. Further, Geosyntec has had internal discussions and has contacted several contractors to assess alternatives for addressing the dewatering, if the current efforts are found to be insufficient to meet the project needs.

Proposed Budget Estimate

Inasmuch as the scope of work is not readily defined, the proposed budget is also somewhat difficult to estimate. The work to date has involved on the order of 20 hours, and costs for travel to and from the site on several occasions. It is requested that authorization for approximately 100 hours, at \$165/hr, plus estimated expenses of \$500 be processed. This would provide an authorized budget of \$18,700. We will bill on an hourly basis for those hours utilized on this project, and will not exceed this authorized amount without further notice and written authorization.

We appreciate the opportunity to assist the PBC on this very interesting project. Please provide your authorization for this proposed scope and budget, or contact us with any questions you may have regarding this matter.

Regards,

Richard G. Berggreen, P.G.
Senior Consultant

Susan K. Hill, P.E.

Susan Hill, P.E.
Principal

Copies to: John Plezbert
Ray Giderof

**Schedule D
INSURANCE REQUIREMENTS**

**SOUTH SHORE REPLACEMENT HIGH SCHOOL
HYDROGEOLOGICAL AND ENGINEERING SERVICES
PS 1480**

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, Board of Education of the City of Chicago and City of Chicago 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

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Board of Education of the City of Chicago and the City of Chicago must be named as additional insureds on a primary, non-contributory basis.

D.1.4. Professional Liability

When any professional Consultant performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

D.1.5 Property

The Consultant is responsible for all loss or damage to Commission, Board and/or City of Chicago property at full replacement or repair 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.

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include 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 Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Board of Education of the City of Chicago and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

D.1.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor 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.

D.2. ADDITIONAL REQUIREMENTS

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

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

January 6, 2009

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

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

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

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

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

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

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

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