

# PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT  
 CONTRACT NUMBER PS1688H  
 WITH  
 LANDMARK ENGINEERING, LLC.  
 TO PROVIDE  
 SURVEYOR SERVICES  
 FOR  
 VARIOUS SITES

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

Public Building Commission of Chicago		
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01 PBC:	14-06	
02 PMO:		
03 UAP:		
04 PROJECT No:	0000	
REC'D		APR 27 2010
Authority 01-		
Controls 02-		
Procure 03-		
Plan/Design 04-		
Construct 05-		
FPE 06-		
CloseOut 07-		

CN\_PBC\_KAR\_PS1688\_H\_Surveyor Svc's Various Sites  
 20100428

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**EXECUTION PAGE**

**SURVEYOR SERVICES - PS1688H**

**THIS AGREEMENT** effective as of March 23, 2010, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Landmark Engineering, LLC.** with offices at 7808 West 103<sup>rd</sup> Street, Palos Hills, Illinois, 60465 (the "**Consultant**").

**Recitals:**

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

**WHEREAS**, the Commission requires certain professional services as described in Schedule B of the Agreement as modified from time to time by Task Order (the "**Services**") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

**WHEREAS**, the Consultant desires to be retained by the Commission to perform the Services and has represented to the Commission that the Consultant is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to perform the Services required by the Agreement in accordance with terms and conditions of the Agreement.

**WHEREAS**, in reliance upon the Consultant's representations and Key Personnel as identified in Schedule E, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

**NOW, THEREFORE**, the parties have executed this Agreement on the terms and conditions that follow:

EXECUTION PAGE

SURVEYOR SERVICES - PS1688H

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard M. Daley  
Richard M. Daley  
Chairman Date: \_\_\_\_\_

ATTEST:

Edrick C. Johnson  
Edrick C. Johnson - Secretary Date: 4-22-2010

Approved as to form and legality

Neal & Leroy, LLC  
Neal & Leroy, LLC Date: 4-13-10

CONSULTANT: LANDMARK ENGINEERING, LLC.

\_\_\_\_\_  
President Date: 04-06-2010

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Will

State of: ILLINOIS

Subscribed and sworn to before me by Mark H. Landstrom and \_\_\_\_\_  
on behalf of Consultant this 16<sup>th</sup> day of April, 2010.

OFFICIAL SEAL  
BONNIE S. ORELLANA  
Notary Public State of Illinois  
Bonnie S. Orellana  
My Commission Expires Sep 29, 2012

My Commission expires: 9/29/2012

(SEAL OF NOTARY)

## SCHEDULE A

### TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
  - a. **Agreement** means this Professional Services Agreement for Specialty Consulting Services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.
  - b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
  - c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.
  - d. **CW System** or **CW** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
  - e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.
  - f. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
  - g. **Key Personnel** means those job titles and persons as identified in such positions in Schedule E of this Agreement.
  - h. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Schedule B of this Agreement and the assigned Task Order.
  - i. **Sub-consultant** or **Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services and/or improvement of the Project.
  - j. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.
2. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby

incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

3. **Engagement and Standards for Performing Services.**

a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.

d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical

accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

4. **Task Orders.**

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

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

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

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

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

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

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

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

b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

c. **Intentionally omitted.**

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

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



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

f. **CW System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.

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

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

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

## 6. **Term.**

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

b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage

which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

7. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of fees [and costs] to be paid by the Commission during the term of this Agreement, excluding any renewal option periods, shall not exceed the sum of \$200,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule C of this Agreement, or as modified by an assigned Task Order. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

8. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.

d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services and the assigned Task Order.

e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.

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

g. **Ownership of Documents.** All documents, data, studies and reports prepared by

the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.

9. **Indemnification of Commission.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

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

11. **Default.**

a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been give to the Consultant by the Commission;

ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without

the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

13. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

14. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.

15. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

16. **Miscellaneous.**

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

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

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

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

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

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

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

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

i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(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.

**SCHEDULE B  
SCOPE OF SERVICES  
SURVEYOR SERVICES - PS1688H**

**3.1. General Scope of Services – Survey Services Consultant.**

The Consultant will enter into a term agreement with the Commission to provide basic survey services as directed by the Commission [through its Owner's Representative, Architect of Record, Program Manager, Project Manager or Legal Representative]. Types of surveys to be prepared by the Consultant may include the ALTA survey, boundary survey, topographic survey, acquisition plats, Private Utility Locate and any required Right-of-Way plats, including but not limited to vacation, dedication, closing and opening. The scope of services shall include the provision of all required labor, materials, equipment, postage and photocopying related to the completion of Survey Services as directed by the Commission [and as indicated in the project specifications]. All work will be performed by qualified personnel under the supervision of an Illinois Professional Land Surveyor.

The Consultant will perform survey services on a Task Order basis. The Task Order process to be followed is described in Schedule A, Terms and Conditions, Section 4, "Task Orders", of the Agreement. The project specifications will be made available at the time of issuance of a Task Order Service Request (TOSR). The Consultant will provide two (2) original copies of the signed Task Order Proposal within 3 business days of the TOSR unless otherwise noted. The Task Order Proposal will include a lump sum fee inclusive of all materials, surveying equipment, computers, vehicles, office labor, field labor, insurance, postage, deliverables, and any other costs incurred in performance of the survey services and preparation and submittal of Deliverables.

**3.2. Basic Survey Requirements:** Basic requirements for survey services that the Consultant may be requested to perform include, but are not limited to:

**3.2.1 Access to Property.** The Consultant shall contact the Commission's Planning Coordinator for information regarding access to the site. A Right-of-Entry must be obtained to gain access to any property not yet controlled by the Commission. Absolutely no work shall begin without advance written notice to the property owner and the Commission. The Consultant shall take all precautions to prevent damage to property and shall restore the site to the condition existing prior the Consultant's work.

**3.2.2 Deliverables.**

1. Provide (2) electronic AutoCAD.DWG files with associated pen sets on CD; (2) electronic PDF files on CD; (2) Office of Underground Coordination (OUC) file number and backup information on CD; 8 black line prints signed, sealed, and certified by a licensed Land Surveyor; include other Deliverables if directed [under Article 4.2.3 Adjustments to Basic Services] in the assigned Task Order. The standard project sheet size is 42 inches x 30 inches unless otherwise noted.
2. Prepare Survey in the latest version of AutoCAD, unless agreed upon otherwise. Include PCP or PC2 (Plotter/Printer Control Parameters) files for AutoCAD.DWG file,

so that pen weights remain consistent. Orient drawings with North to the top or to the left, unless indicated differently. Scale of the reproducible drawings will be 1:20 and clearly state scale on the survey graphically and alphanumerically. Surveyor to notify the PBC Project Manager if the sheet size requires a smaller scale to fit.

3. On each drawing, indicate the project's name and address, surveyor's name, address, phone number, job number, date or revision date, and type of survey.
4. For Zoning and City Council exhibits, prepare property boundary exhibits, land use maps, and right-of-way plats, per the PBC provided format.
5. It is understood that the PBC and its consultants may reproduce the drawings without modification and distribute the copies without incurring obligation for additional compensation to the Surveyor.

**3.2.3. Timetable for Deliverables.** Unless otherwise directed by the Commission in the Task Order, survey services will be performed in accordance with the following timetable. A **Boundary Survey** must be completed and delivered to the Commission's [designee] [Project Manager] within **10 business days** after written authorization to proceed is received. The full **Alta Survey** must be completed and delivered to the Commission's [designee] [Project Manager] within **30 business days** after written authorization to proceed is received, and all other surveys will be completed and delivered as ordered by the Commission through its designee. The Surveyor shall provide one (1) updated survey of the site conditions and eight (8) black line prints as a part of the Scope for the building permit submittal not later than one year from the date of the executed Task Order Proposal.

**3.2.4. Basic Technical Requirements.**

1. Survey(s) to be provided must meet the standard detail requirements for ALTA / ACSM LAND TITLE SURVEYS, latest edition, and as specified herein unless otherwise shown on the [Article 3.2.3 Adjustments to Basic Requirements Section of this proposal.] The requirements specified herein will prevail if in conflict with the minimum standard detail requirements.
2. Survey area must include the entire subject property at the designated address and Permanent Index Number (PIN) and extend 66' beyond property lines to include but not limited to the full right-of-way of surrounding streets, curbs, gutters and hardscapes. Refer to aerial photograph and documentation provided at the time of the TOSR issuance with area to be included in survey outlined.
3. Survey(s) must clearly indicate a legal boundary description of the property and the legal building and / or property address as described in the last deed of record for the property.
4. Survey property lines within the survey area and reference all corners by coordinates. Locate existing corner markers or place new ones if none are found beyond Scope requirements. Provide at least two corners referenced to the IL State Plans Coordinate System, East Zone, NAD83.
5. Note the dimensions from the property line of the closest intersecting street to any driveway or curb cuts along the property line. Note the width of all driveways at the property line and the apron curb-cut.

6. Obtain from record and other documents, including, but not limited to 80 acre sheet, Sidwell maps, recorded plats of resubdivision, property deeds, title reports (provided by PBC legal representative) and/or other relevant public documents, and show the location, including width, angles, and property line ties, of all easements of record passing through or adjacent to the survey area; including street and alley rights-of-way, drainage rights-of-way, rights-of-access, utility structures and lines right of access, etc. Note on the plat/map of survey, the date of vacations and dedications of all streets and alleys and identify the recorded resource information (book and page number or document number of instrument creating a said dedication or easement), or state there are no easements other than streets and alleys shown.
7. Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement, including walks. Identify landmarks. Indicate the directions of traffic flow and any pertinent street markings.
8. Indicate exterior dimensions of all buildings at ground level along with the footprint square footage. Show dimensions from the 4 primary faces to the property line.
9. Show boundary lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency and length of curved lines.
10. Show building line and setback requirements obtained from record documentation or measured.
11. Indicate total gross area (in square feet and acreage) of the project property inclusive of public right-of-ways, and indicate the total net area (in square feet and acreage) of the project property exclusive of public right-of-ways.
12. Locate graphically to scale within the survey area surface features such as but not limited to walls, fences, pavements, curbs, walks, buildings, above-grade structures, manholes, traffic signals, traffic signal control boxes, street lights, utility poles, utility structures, parking meters, fire hydrants, valve boxes, poles, signs, transit shelters, billboards, advertising signs, and other visible improvements. Show dimensions of green area setbacks from property line or right-of-way. Describe fences by their material. Show other utilities such as lawn sprinkler piping or site lighting conduit, etc.
13. Locate within the survey landscape planting beds, screenings, landscape islands or planters, and individual trees. Indicate the caliper and type of tree, deciduous or coniferous. In City parkways adjacent to the subject property lines all trees shall be identified by caliper and type. Where trees are closely grouped, indicate the outline of the tree grove and note type contained therein.
14. Include dimensioned parking areas, the type (e.g. handicapped, motorcycle, regular, etc.), number of parking spaces and bicycle spaces or stands and interior landscape plantings. Show directional traffic flow and existing traffic markings.
15. Record at least two permanent benchmarks, broadly separated. All elevations will be referenced to Chicago City Datum. An equation relating such local datum to established National Datum will be indicated on the plat/map of survey. All new benchmarks will be tied to found benchmarks.



16. As required to establish profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutters, pavement edges and centerlines, walls, ditches, streams (include depth), etc., including the full cross section of all roadways.
17. Indicate visible building footprints of former structures at the time of the survey as evidenced in record documentation and ascertainable by visible survey.
18. Establish all rim and invert elevations, pipe sizes, depth of subterranean structure, direction of flow, etc., at all points of access to below-grade utilities.
19. Locate all visible features of the various systems in right-of-way such as utility poles, manholes, hydrants, etc., and underground utilities as provided from recorded documents of City, County, State Departments or Utility companies, including CDOT and Office of Underground Coordination. Identify ownership of each utility.
20. Aboveground and underground utilities, including but not limited to, water mains, gas mains, telephone mains, electrical mains, street lights, television cable, drainage structures rim and invert and use (i.e. sanitary, combined or storm) are a part of this survey. Indicate the location of each utility with reference to the property line. The utility survey will be completed to "Attribute Quality Level C" as specified in the "Standard Guideline for Collection and Depiction of Existing Utility Data" (American Society of Civil Engineers, CI/ASCE 38-02) or as indicated in the TOSR.
21. State whether or not the plot or parcel appears on any flood plan or Flood Insurance Boundary Map and give reference if it does.
22. Provide spot elevations using a 25 foot grid for exterior property lot and grounds, or for specific exterior boundaries as defined in the project RFP. Show spot elevations to the nearest 1/8" on pavements, building floors, and utility structures. Show spot elevations in unpaved areas to the nearest inch. Indicate 1'- 0" contour profiles when a change in gradient exceeds 2 percent.
23. Show the visible number and size of conduits in a duct bank, location of poles, number of overhead wires, service provider, size and type of ducts, depth of cover or height of wires for telephone, electrical, street lights, Western Union, television cable, etc. Confirm utilities with OUC atlases.
24. Indicate the location and size of each main, pipe, duct bank, conduit line, and all structures with reference to the property line.
25. Establish points of access, depth, pipe sizes, direction of flow, and slope of any of subterranean structures extending beyond the survey area.
26. Include metes and bounds of subject property on survey.
27. Identify party walls and locate them with respect to property lines.

**3.2.5. Adjustments to the Basic Survey Requirements.** Upon request by the Commission by the TOSR, the Consultant may be required to provide the following adjustments to the Basic Survey Requirements:

1. Update an existing survey already in Basic format.

2. Deliverables not in Basic Services (i.e. Basic Services includes 2 CD; 8 black line prints):
3. Include off-site vehicle parking lot(s) and show on the same sheet. Off-site parking lot is directionally located as follows (N, S, E, W) of main building.
4. Locate structures or features projecting outward or upward or immediately noticeable of all buildings upon the plot or parcel. Indicate location and extent of overhangs and other projections above ground floor level. Specifically show all cantilevered or protruding elements which project beyond the property line. State character of building, street address, and number of stories.
5. Provide spot elevations using a 25 foot grid for interior floor elevations including basement, first floor, raised floors, entries of buildings, and subterranean structures at points of access within the Survey Area, or for specific interior boundaries as defined in the project specific RFP. Show spot elevations to the nearest 1/8" on building floors and utility structures. Indicate 1'-0" contour profiles when a change in gradient exceeds 2 percent.
6. Provide vertical centerline for curtain wall mullions.
7. Include horizontal and vertical dimensions and visible features pertaining to any building protrusion or building signage outward or upward into the air rights in public way as may be visible, and/or described in the last documents of record, and/or documents as provided by the owner.
8. Show location of visible valves, drips, regulators, etc. and average pressure in main for Gas Mains.
9. Show the visible location of anchor points, expansion joints or loops, size, type, depth of pipes, insulating carrier, centerline elevations of supply and return piping for steam mains.
10. Measure and record the building height as defined by the Chicago Zoning Ordinance of any existing structures in the survey area. Measure, describe and record the elevation of the highest building element of any existing structures in the survey area.
11. Measure and record the Floor Area Ratio as defined by the Chicago Zoning Ordinance

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**SCHEDULE C  
COMPENSATION OF THE CONSULTANT  
SURVEYOR SERVICES - PS1688H**

**C.1 CONSULTANT'S FEE**

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services, included in each Task Order assigned by the Commission on a Lump Sum Basis ("Fee").
- 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 METHOD OF PAYMENT**

- C.2.1 **Invoices.** The Consultant will submit an invoice through CW 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 reference the contract number, task order number, project name and 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 the 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 and the reasons for such variances.

- C.2.2 **Payment.** Payment will be processed within 30 days after Commission receives an acceptable invoice from the Consultant.

**SCHEDULE D  
INSURANCE REQUIREMENTS  
SURVEYOR SERVICES - PS1688G  
FOR  
VARIOUS PROJECT SITES**

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

**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. The Public Building Commission, City of Chicago and User Agency 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, City of Chicago and User Agency 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 \$1,000,000 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.

**D.1.5 Property**

The Consultant is responsible for all loss or damage to Commission, User Agency 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, City of Chicago and User Agency 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.

### **E.2. ADDITIONAL REQUIREMENTS**

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, User Agency, 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, User Agency, and/or 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.

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

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**SCHEDULE E  
KEY PERSONNEL  
SURVEYOR SERVICES - PS1688H  
FOR  
VARIOUS PROJECT SITES**

**ATTACHMENT B (Continued)**

**Key Personnel**

Provide the names of key personnel currently employed by the Respondent who worked on the projects listed above. Attach additional page(s) if necessary. Attach resumes and copies of current licenses of all individuals listed.

Name	Role	Project
Richard P. Urchell	Prof. Land Surveyor	Las Fuentes
Mark H. Landstrom	Prof. Land Surveyor	Las Fuentes
Brad E. Hensley	Prof. Engineer	Las Fuentes

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

Provide the names of QC/QA personnel currently employed by the Respondent who worked on the projects. Attach additional page(s) if necessary. Attach resumes and copies of current licenses of all individuals listed.

Name	Role	Project
Richard P. Urchell	Prof. Land Surveyor	Las Fuentes
Mark H. Landstrom	Prof. Land Surveyor	Las Fuentes
Brad E. Hensley	Prof. Engineer	Las Fuentes



**SCHEDULE F-1  
DISCLOSURE OF RETAINED PARTIES  
SURVEYOR SERVICES - PS1688H  
FOR  
VARIOUS PROJECT SITES**

## DISCLOSURE OF RETAINED PARTIES

**A. Definitions and Disclosure Requirements**

1. As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS1688H  
 Description or goods or services to be provided under Contract: Surveyor Services for various project sites
2. Name of Consultant: Landmark Engineering LLC
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

4. The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.

Signature \_\_\_\_\_

04-06-2010  
Date \_\_\_\_\_

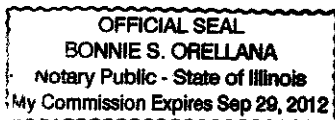
Mark H. Landstrom  
Name (Type or Print) \_\_\_\_\_

Manager  
Title \_\_\_\_\_

Subscribed and sworn to before me

this 6th day of April 2010

Bonnie S Orellana  
Notary Public



**SCHEDULE F-2  
DISCLOSURE AFFIDAVIT  
SURVEYOR SERVICES - PS1688H  
FOR  
VARIOUS PROJECT SITES**

**ATTACHMENT A**  
**DISCLOSURE AFFIDAVIT**  
**REQUEST FOR QUALIFICATIONS/ PROPOSALS**  
**SURVEYOR SERVICES**  
**PS1688**  
**FOR**  
**VARIOUS PROJECT SITES**

Respondent/Company Name: Landmark Engineering LLC

Address: 7808 West 103rd Street, Palos Hills, Illinois 60465

Federal Employer I.D. #: 26-4008052 Social Security #: \_\_\_\_\_

Telephone No.: (708) 599-3737

Contact Name: Mark H. Landstrom

Contact E-Mail: mlandstrom@landmark80.com

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

This statement is attached to and is a part of the submittal submitted by:

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

- Bidder/Proposer/Contractor is a:
- |  |   |
|--|---|
| <input type="checkbox"/> Corporation         | <input checked="" type="checkbox"/> LLC             |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> LLP                        |
| <input type="checkbox"/> Joint Venture       | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other                      |

**Important Note:** If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on Attachment B - Relevant Experience.

How many years has the firm or venture been in business under its present name? 1 year

Under what other names, if any, has the firm or venture operated? Landmark Engineering Corporation  
for 29 years.

How many years has your firm been performing the services covered by this RFQ? 30 years

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

a. State of Incorporation or organization Illinois

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

c. Names of all officers of corporation or LLC		Names of all directors of corporation	
(or attach list):		(or attach list):	
Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Mark H. Landstrom</u>	<u>Manager</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

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

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

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

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

Mark H. Landstrom Manager

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
<u>Mark H. Landstrom</u>	<u>7808 W. 103rd Street, Palos Hills, IL</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %

- h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
 Yes [ ] No [x]

If "yes" provide the above information, as applicable, for each such corporation or entity.

**SECTION 2. PARTNERSHIPS**

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

Name of Partners (Print or Type)	Percentage Interest
<u>N/A</u>	_____ %
<u>N/A</u>	_____ %
<u>N/A</u>	_____ %

**SECTION 3. SOLE PROPRIETORSHIP**

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary. Yes [ ] No [x]  
 If NO, complete items b. and c. of this Section 3.

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

Name(s) of Principal(s). (Print or Type)

N/A

---

N/A

---

N/A

---

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

Name(s)	Address(es)
<u>N/A</u>	_____
<u>N/A</u>	_____
<u>N/A</u>	_____

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

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

Name(s)	Address(es)
<u>N/A</u>	
<u>N/A</u>	
<u>N/A</u>	

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

- a. State of Incorporation \_\_\_\_\_
- b. Name of all officers and directors of corporation (or attach list):

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

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

**II. MBE/WBE INFORMATION**

Is Company a certified minority or woman business enterprise? Yes \_\_\_ No X  
 If yes, check one: MBE \_\_\_ WBE \_\_\_\_\_

Certified by: \_\_\_\_\_  
 (Governmental Body or Agency)

Date of Certification \_\_\_\_\_



**III. LICENSING**

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes   X   No \_\_\_\_\_

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

Category	Registered License (or license number)	Organization issuing License	Intend to Perform? Yes/No
Prof. Design Firm			
Land Surveyor/Engineering	184.005577	State Of Illinois	Yes

**IV. INSURANCE**

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

**COMMITMENT TO COMPLY WITH THE INDEMNIFICATION PROVISIONS IN THE AGREEMENT AND ALL OTHER REQUIREMENTS.**

I/We Mark H. Landstrom an authorized representative of the Respondent agree to comply with indemnification provisions and all other requirements.

Signed by:  \_\_\_\_\_

Title: Manager \_\_\_\_\_

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

\_\_\_\_\_  
Signature of Authorized Officer

Mark H. Landstrom  
Name of Authorized Officer (Print or Type)

Manager  
Title

(708) 599-3737  
Telephone Number

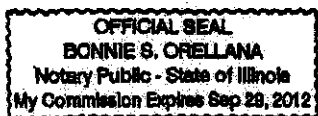
State of Illinois

County of Cook

Signed and sworn to before me on this 30 day of NOV, 2009 by

Mark H. Landstrom (Name) as Manager (Title) of

Landmark Engineering LLC (Bidder/Proposer or Contractor)



**ATTACHMENT B (Continued)**

**Key Personnel**

Provide the names of key personnel currently employed by the Respondent who worked on the projects listed above. Attach additional page(s) if necessary. Attach resumes and copies of current licenses of all individuals listed.

Name	Role	Project
Mark H. Landstrom	Prof. Land Surveyor	Oak Lawn Park District
Mark H. Landstrom	Prof. Land Surveyor	Provena St. Joseph Hospital
Mark H. Landstrom	Prof. Land Surveyor	1555 Wabash
Mark H. Landstrom	Prof. Land Surveyor	Madison Street
Mark H. Landstrom	Prof. Land Surveyor	Senn High School

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

Provide the names of QC/QA personnel currently employed by the Respondent who worked on the projects. Attach additional page(s) if necessary. Attach resumes and copies of current licenses of all individuals listed.

Name	Role	Project
Mark H. Landstrom	Prof. Land Surveyor	Oak Lawn Park District
Mark H. Landstrom	Prof. Land Surveyor	Provena St. Joseph Hospital
Mark H. Landstrom	Prof. Land Surveyor	1555 Wabash
Mark H. Landstrom	Prof. Land Surveyor	Madison Street
Mark H. Landstrom	Prof. Land Surveyor	Senn High School

**SCHEDULE G  
W-9 FORM  
SURVEYOR SERVICES - PS1688H**

**(COMMISSION'S W-9 FORM EXECUTED BY CONSULTANT FOLLOWS THIS PAGE.)**

# Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Landmark Engineering LLC</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>7808 W. 103RD STREET</b>	Requester's name and address (optional)
City, state, and ZIP code <b>PALOS HILLS, IL 60465</b>	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
<b>26                      4008052</b>

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Bonnie Orrellana</i>	Date ▶ <i>4-6-10</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/6/2010

PRODUCER (708)946-2276 FAX: (708)946-9635  
 First Community Insurance Center  
 398 W. Indiana Ave.  
 P.O. Box 576  
 Beecher IL 60401

INSURED  
 Termark Corporation  
 Landmark Engineering, LLC  
 7808 W. 103rd Street  
 Palos Hills IL 60465

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: The Hartford  
 INSURER B: Tudor Insurance Co.  
 INSURER C:  
 INSURER D:  
 INSURER E:

NAIC #

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS. LT.	ADD'L INSRD.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	83SBAVV5548	11/29/2009	11/29/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83UECNY4972	11/29/2009	11/29/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	83SBAVV5548	11/29/2009	11/29/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	83WECIP8066	11/29/2009	11/29/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B		<b>OTHER Professional Liability</b>	AEL0034364	12/10/2009	12/10/2010	Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Re: Surveyor Services - PS1688G. The Public Building Commission, City of Chicago and User Agency are listed as additional insureds on a primary, non-contributory basis with respects to General Liability as their interests may appear as required by written contract. A Waiver of Subrogation in favor of the additional insureds applies to the General Liability coverage. Ten days notice of cancellation applies for nonpayment of premium.

### CERTIFICATE HOLDER

### CANCELLATION

The Public Building Commission  
 Procurement Department  
 Richard J. Daley Center  
 Room 200  
 Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE