This Contract is made and is dated <u>December 21, 2010</u> by and between:

PBC:

Public Building Commission of Chicago

50 West Washington

Chicago, Illinois 60602 ("PBC") and

Consultant:

**AECOM** 

750 Corporate Woods Parkway

Vernon Hills, IL 60061 Attn: Jeremy Thomas

For the Services of: Scope of Services attached hereto as Exhibit A.

At the total not to exceed price of: \$10,000.00

Project: Review of Earth Retention System Designs for the William Jones College Preparatory HS Addition located at 700 S. State Street, Chicago, IL

PUBLIC BUILDING COMMISSION OF CHICAGO

By:

Erin Lavin Cabonargi

Title: Executive Director

2/7/

Consultant: AECOM Technical Services, Inc.

BV: / HILLS / LAW

Title: Victo PUSIDENTI

Date 3/2//

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project.

The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

- 2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of that failure.
- 3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.
- 4. Time Is Of The Essence. Time is of the essence for this Contract.
- 5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.
- 6. Compensation of Consultant. The Commission shall pay the Consultant a Not to Exceed Fee and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.
- 7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.
- 8. Indemnity. The Consultant shall defend, indemnify and hold the PBC, the Board of Education of the City of Chicago, the City of Chicago and their respective commissioners, officers, agents, officials, and employees hamless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the PBC, the

Board of Education of the City of Chicago and the City of Chicago harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the PBC, the Board of Education of the City of Chicago and the City of Chicago in defending any such claim.

- 9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.
- 10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense insurance, in amounts specified by the PBC, as set forth in Exhibit C.
- 11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.
- 12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.
- 13. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.
- 14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.
- 15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written

notice to the Consultant.

- 16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.
- 17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.
- 18. Governing Law. The laws of the State of Illinois shall govern this Contract.
- 19. Choice Of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.
- 20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.
- 21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.
- 22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.
- 23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.
- 24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees
- 25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein.

### EXHIBIT A DESCRIPTION OF SERVICES

Consultant Services includes but limited to the following services; peer review three (3) earth retention system designs submitted by contractors for the above referenced project. The Consultant will provide a single submission of drawings, specifications and calculations submitted by each of the proposed bidders. The Consultant will provide review comments via written technical memorandum. Consultant will also provide comments related to construction considerations for the proposed systems. Consultant scope of services will also include meeting attendance by the reviewers with the Client and the City of Chicago Public Building Commission as requested.

Consultant services on this project will be performed on a time and materials basis in accordance with the attached **Fee Schedule**.

### EXHIBIT B COMPENSATION OF THE CONSULTANT

#### B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a Not to Exceed Fee ("Fee") of \$10,000.00 for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission originated amendment constitutes the Consultant's full fee for Services.
- B.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.
- B.1.3 Direct expenses include, but are not limited to copying jobs, in town transportation expenses, parking expenses, etc. All direct expenses must have prior written approval from the Commission prior to Consultant invoicing for payment.

#### EXHIBIT C INSURANCE REQUIREMENTS

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 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 \$1,000,000 each accident, illness, or disease. Coverage must include a waiver of subrogation.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The PBC, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

### 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 \$2,000,000 per occurrence for bodily injury and property damage. The PBC, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis.

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

### D.1.4. Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 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. Coverage must be maintained for two years after substantial completion. 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 property at full replacement cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Consultant

#### D.1.6. Valuable Papers

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

### D.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, and others as may be required by the Public Building Commission of Chicago, as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

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

#### D.1.8 Railroad Protective Liability

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

#### ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC 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 PBC to obtain certificates or other insurance evidence from Consultant is not a

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waiver by the PBC of any requirements for the Consultant to obtain and maintain the specified insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the PBC retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The PBC 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 30 days prior written notice to be given to the PBC if coverage is substantially changed, canceled, or non-renewed.

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

The Consultant hereby waives and agrees that their insurers waive their rights of subrogation against the PBC, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, or representatives.

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

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

Any insurance or self-insurance programs maintained by the PBC, the 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.

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

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

The PBC's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

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### EXHIBIT D DISCLOSURE OF RETAINED PARTIES

#### A. Definitions and Disclosure Requirements

Contractor hereby certifies as follows:

- As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor 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 Contractor is not required to disclose employees who are paid solely through the Contractor'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. <u>Certification</u>

n. Des	This Disclosure i scription or goods	relates to the following transaction or services to be provided under	Contract: Engine	zing Consuler
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2.	Name of Contra	ctor. Acron Tea	HALLAL SEA	UKES, INT
3. cor	FACH AND FVE	ERY lobbyist retained or anticipate contract or lease is listed below.	ed to be retained by the Cont	ractor with respect to or in
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arties	·•			
arues	Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
· ·		Business Address	(Attorney, Lobbyist,	
arues		Business Address	(Attorney, Lobbyist,	

- 4. The Contractor 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 Contractor's participation in the contract or other transactions with the Commission.
  - b. If the Contractor is uncertain whether a disclosure is required, the Contractor 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 Contractor 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.

Subscribed and sworn to before me
this \_\_\_\_\_ day of \_\_\_\_ 20\_\_

Notary Public

Name (Type or Print)

### EXHIBIT E M/WBE REPORT MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Busi with any of the following agencies or organizations?	ness Enterprise ("MBE") or Women-Owned Business Enterprise ( VVDE
Yes No	
If "Yes" check and ATTACH copy of current Letter of Certific	cation:
Certifying Agency: State of Illinois - Department of Central Management Services Women's Business Development Center Chicago Minority Business Development Council City of Chicago County of Cook Metropolitan Water Reclamation District  If yes, please submit a one current copy of your firm applicable agencies listed above.	Category:  MBE  WBE  n's letter of certification from no more than one of the
Company Name	Date
Print Name	Signature

### EXHIBIT F W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

[SEE ATTACHMENT]

#### EXHIBIT G FEE SCHEDULE

ienior Principal .	Per Hour	\$225.00
Principal	Per Hour	\$190.00
Associate	Per Hour	\$155.00
Senior Project Engineer/Manager	Per Hour	<b>\$</b> 135.00
Computational Geomechanics Specialist	Per Hour	\$135.00
Project Engineer/Manager	Per Hour	\$120.00
GIS Specialist	Per Hour	\$105.00
Fechnical Project Staff	Per Hour	\$105.00
Administrative Assistant	Per Hour	\$75.00
Caisson Technician	Per Hour	\$91.00
Senior Technician	Per Hour	\$91.00
Technician	Per Hour	\$85.00
Steel Technician	Per Hour	\$91.00
CAD Specialist	Per Hour	\$89.00
EQUIPMENT RENTAL		
Small Generator	Per Day	\$30.00
Crack Monitor Installation	Each	\$150.00
Cross Borehole Equipment	Per Day	\$400.00
Borescope	Per Day	\$150.00
Remote Vibration Monitor	Per Month	\$200.00
Remote vibration Monitor	Per Day	\$650.00
Covermeter	Per Day	\$75.00
Ferroscan	Per Day	\$400.00
Company Compan	Per Day	\$25.00
Digital Camera Ultrasonic Thickness Gauge	Per Day	\$75.00
Pullout Equipment	Per Day	\$100.00
Interface Radar	Per Day	\$500.00
NDE 2-Person Crew and Equipment	Per Day	\$2,000.00
NDE Z-Person Crew and Equipment	Per Day	
TT 0070 TE-0019-000	Each	\$150.0
Mobilization	Per Day	\$200.00
Daily Charge	Each	\$225.00
Ruptured Membrane	Egut)	
Expenses and Expendables	Per Mile	\$0.60
Mileage	Per Trip	\$50.00
Travel Time	Per Hour	\$10.00
CAD Charges	Lei noui	
Technical Support Services		
Subsurface Exploration		\$450.00
Drill Rig Mobilization (local within 30 miles)	Per Trip	
All-Terrain Rig Mobilization (local within 30 miles)	Per Trip	\$1,200.00
All-Terrain Daily Charge	Per Day	\$150.00
Drill Rig	Per Hour	\$150.00
Operations Manager	Per Hour	\$195.00
Grout Rotary Borings	Per Foot	

DATE (MM/DD/YYYY) **EVIDENCE OF COMMERCIAL PROPERTY INSURANCE** 2/17/2011 THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. NAIC NO: 10014 COMPANY NAME AND ADDRESS PRODUCER NAME
CONTACT PERSON AND ADDRESS (A/C. No. Ext): 949-252-4400 Affiliated FM Insurance Company Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 550 CA License #0F15767 Irvine 92612 IF MULTIPLE COMPANIES COMPLETE SEPARATE FORM FOR EACH FAX: (A/C. No. Ext); 949-252-4410 POLICY TYPE SUB CODE: CODE Property AGENCY CUSTOMER ID #: AECTE01 POLICY NUMBER LOAN NUMBER AECOM Technology Corporation AECOM Technical Services, Inc. NAMED INSURED AND ADDRESS TN465 1005807 EXPIRATION DATE 750 Corporate Woods Parkway CONTINUED UNTIL TERMINATED IF CHECKED EFFECTIVE DATE Vernon Hills IL 60061 4/1/2011 4/1/2010 THIS REPLACES PRIOR EVIDENCE DATED: ADDITIONAL NAMED INSURED(S) X BUSINESS PERSONAL PROPERTY **BUILDING OR** PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) LOCATION/DESCRIPTION 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 EVIDENCE OF PROPERTY INSURANCE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. X SPECIAL BROAD PERILS INSURED BASIC **COVERAGE INFORMATION** DED: 50,000 COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 10,000,000 NO N/A YES X Actual Loss Sustained; # of months: If YES, LIMIT: 1,000,000 X BUSINESS INCOME RENTAL VALUE If YES, indicate amount of insurance on properties identified above: \$  $100,\!000,\!000$ X BLANKET COVERAGE Attached Disclosure Notice / DEC X TERRORISM COVERAGE IS THERE A TERRORISM-SPECIFIC EXCLUSION? X IS DOMESTIC TERRORISM EXCLUDED? DED: 50,000 LIMIT: 1,000,000 If YES, LIMITED FUNGUS COVERAGE FUNGUS EXCLUSION (If "YES", specify organization's form used) REPLACEMENT COST X AGREED VALUE % X If YES COINSURANCE DED: 10,000 LIMIT: 1,000,000 If YES, EQUIPMENT BREAKDOWN (If Applicable) X - Coverage for loss to undamaged portion of bidg ORDINANCE OR LAW DED: 50,000 LIMIT: 1,000,000 X If YES - Demolition Costs DED: 50,000 LIMIT: 1,000,000 X If YES - Incr. Cost of Construction DED: 100,000 LIMIT: 5,000,000 If YES, X EARTH MOVEMENT (If Applicable) DED: 100,000 LIMIT: 5,000,000 X If YES FLOOD (If Applicable) DED: 100,000 X If YES, LIMIT: 1,000,000 WIND/HAIL (If Subject to Different Provisions) X PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS X CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

OE ADDITIONAL INTEREST

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		Chicago	IL 60602	AUTHORIZED REPRESENTATION OF THE PROPERTY OF T

ACORD 28 (2006/07)

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For questions regarding this certificate, contact the number listed in the 'Producer' se

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE ISSUING INSURER(S), AUTHORIZED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to								
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DED RETENTION \$							TAT I WC STATU- I OTH-	<u> </u>
A WORKERS COMPENSATION A ND EMPLOYERS' LIABILITY Y/N	Γ	N	TRJUB-4245B23-1-10 (AZ,MA,OR,WI)		4/1/2010	4/1/2011		\$ 1,000,000
A ANY PROPRIETOR/PARTNER/EXECUTIVE N A OFFICER/MEMBER EXCLUDED?	N/A		TC2JUB-4245B22-A-10 (All Other States)	)	4/1/2010	4/1/2011	E.L. DISEASE - EA EMPLOYEE	1,000,000
A (Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below		_	(Tim Outlet Outlet)		<u> </u>		E.L. DISEASE - POLICY LIMIT	s 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VH 2011 - 60191590 (Thomas) Jones Colle	/EHICI ge Pr	LES /(/ ep Hi	Attach ACORD 101, Additional gh School - Earth retenti	on system	s Schedule, if r n design (PS)	nore space is re 1881). Waiver	equired) of Subrogation applies per a	attached
endorsement.								
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						N [M100	4711	
CERTIFICATE HOLDER					ICELLATIO			
11163133				1 71	SE EVOIDATION	INATE THERE	ESCRIBED POLICIES BE CANCE OF, NOTICE WILL BE DELIVED Y PROVISIONS.	ELLED BEFORE RED IN
				AUT	HORIZED REP	RESENTATIVE		
Public Building Commission (PBC) Procurement Dept								
Richard J. Daley Center, Room 200 Chicago IL 60602								
Chicago IL 60602							Da 1.	
						/MA	4 4./pan	<b></b> -
				L	<u> </u>	1988-2016	ACORD CORPORATION.	All rights reserved

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: TC2JUB-4245B22-A-10

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### **SCHEDULE**

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

Miscellaneous Attachment : M100471

Certificate ID: 11163133



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

the terms and conditions of the certificate holder in lieu of such	e policy, certain policies may require an on the endorsement(s).	CONTACT	
PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017		NAME:   FAX   PHONE   (A/C, No. Ext):   (A/C, No. Ext):   E-MAIL   ADDRESS:   PRODUCER   CUSTOMER ID #:	
Atin: Lori Bryson (213)-346-5464		INSURER(S) AFFORDING COVERAGE	NAIC#
	Vernon IL dSchum 0413	INSURER A : Zurich American Insurance Company	16535
AECOM Technical Services 750 Corporate Woods Parkway		INSURER B: INSURER C: Illinois Union Insurance Co	27960
Vernon Hills, IL 60061		INSURER D : National Union Fire Insurance Co.	
		INSURER E:	
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	LOS-001285107-04 REVISION NUMBER:  HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PLANT CONTRACT OR OTHER DOCUMENT WITH RESPECT TO	OLICY PERIOD
INDICATED. NOTWITHSTANDING	POLICIES OF INSURANCE LISTED BELOW F G ANY REQUIREMENT, TERM OR CONDITIO OR MAY PERTAIN, THE INSURANCE AFFOT OF SLICH POLICIES, LIMITS SHOWN MAY HA'	RDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO AL	O WHICH THIS L THE TERMS,

	OLL	SIONS AND CONDITIONS OF SUCH	POLICI	ES. I	LIMITS SHOWN MAY HAVE BE	EN REDUCED BY	TAID OB GIVE			
	CLU	SIONS AND CONDITIONS OF COUR	ADDLS	UBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	<u> </u>	0.000.000
INSR LTR			INSR. V	WD.	GLO 5965891 02	04/01/2010	04/01/2011	LACITOO STATE	\$	2,000,000
Α		ERAL LIABILITY			QEO 0300001 02			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	Χ	COMMERCIAL GENERAL LIABILITY						MED EXP (Any one person)	\$	5,000
		CLAIMS-MADE X OCCUR					l	PERSONAL & ADV INJURY	\$	2,000,000
								GENERAL AGGREGATE	\$	2,000,000
								PRODUCTS - COMP/OP AGG	\$	4,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:							\$	
Ā	AUT	POLICY PRO- JECT LOC OMOBILE LIABILITY			BAP 5965893 02	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
1	Х	ANY AUTO						BODILY INJURY (Per person)	\$	
ļ	-	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$ .	
		SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
Į		HIRED AUTOS					1		\$	
		NON-OWNED AUTOS							\$	
Ì					27471740	04/01/2010	04/01/2011	EACH OCCURRENCE	\$	3,000,000
ΓĎ	X	UMBRELLA LIAB OCCUR			21471770	l		AGGREGATE	\$	3,000,000
		EXCESS LIAB CLAIMS-MAD	틱						\$	
1		DEDUCTIBLE							\$	
	⊥.	RETENTION \$	4—					WC STATU- OTH	-	
	WC	DRKERS COMPENSATION ID EMPLOYERS' LIABILITY Y/I	.			i	1	E.L. EACH ACCIDENT	\$	
	ΔN	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYE	E \$	
1	110	andatory in NH)	-					E.L. DISEASE - POLICY LIMIT	1	
L		es, describe under SCRIPTION OF OPERATIONS below			50W 004054603	04/01/2010	10/08/2011	Per Claim / Aggregate		5,000,000
[c		CHITECTS & ENG.			EON G21654693	0410112010	1	Defense Included		
1	PR	OFESSIONAL LIAB.		<u>L</u>	h ACORD 101, Additional Remarks	Debedule if mom space	e is required)			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

VH 2011 - 60191590 (Thomas) Jones College Prep High School - Earth retention system design (PS1881)

Public Building Commission (PBC), The Board of Education of the City of Chicago, City of Chicago NAMED AS ADDITIONAL INSURED FOR GL, AL & UMB COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED.

SUCH INSURANCE AFFORDED SHALL BE PRIMARY INSURANCE AND ANY INSURANCE CARRIED BY CERTIFICATE HOLDER & ADDITIONAL INSURED SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE FOR GENERAL LIABILITY COVERAGES.

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			_	

Public Building Commission (PBC) Procurement Dept. Richard J. Daley Center, Room 200 Chicago, IL 60602



#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE** of Marsh Risk & Insurance Services

David Denihan

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NA Denihan

ACORD 25 (2009/09)

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COI\_AECOA\_ 1881 Earth Retention Jines \_ 2011 0217 05265-03-09-02