

PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT

Services Less Than \$25,000

Review of Geotechnical Investigation Report for
Williams Jones College Preparatory School Construction Project- PS1887



This Contract is made and is dated April 12, 2011
by and between:

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

Consultant: Geosyntec Consultants
134 N. LaSalle Street, Suite 300
Chicago, IL 60602
Attn: Susan Hill

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

At the total not to exceed fee of:
\$8,500.00

Project: Review of Geotechnical Investigation Reports

PUBLIC BUILDING COMMISSION OF CHICAGO

By: [Signature]

Erin Lavin Cabonargi

Title: Executive Director

Date: 4-20-11

Consultant: Geosyntec Consultants

By: [Signature]

Title: Vice President

Date: 4-15-11

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

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

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

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

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

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

6. Compensation of Consultant. The Commission shall pay the Consultant 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 City of Chicago and City of Chicago and its commissioners, officers, agents, officials, and employees harmless 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

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT**

Services Less Than \$25,000

Review of Geotechnical Investigation Report for

Williams Jones College Preparatory School Construction Project- PS1887

by law. The Consultant's obligation to defend, indemnify and hold the PBC, the Board of Education City of Chicago and 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 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, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the PBC as an additional insured on a primary, non-contributory basis.

11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

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

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

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

15. Termination. The PBC reserves the right to

terminate this Contract at any time by providing written notice to the Consultant.

16. Notices. All notices and other communications required under this Contract must be given in writing by 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.



All Sites



Advanced Search

Intranet Home > Intranet Home Pages > Geosyntec, MMI and SiREM Contract Management > Signing Authority > Home

SIGNING AUTHORITY

Contracts (we are working for a client) and subcontracts (another firm is working for us) approved in accordance with the company's Risk Management Program may be signed in accordance with authorities below. Leases for property and equipment should also be executed in the same manner. In addition to the signature authority limits above, the proper purchase order approvals must be obtained for subcontract and vendor expenses. ELECTRONICALLY INSERTED SIGNATURES ARE PROHIBITED ON CONTRACTS.

| SIGNATURE LEVEL | US CONTRACT TYPE | BILLABLE | NON BILLABLE |
|------------------------|---|--------------|--------------|
| Company Officer | Standard or Non-Standard Contracts | No Limit | N/A |
| | Standard or Non-Standard Subcontracts, IC Agreements | No Limit | No Limit |
| | Access, Confidentiality and Teaming Agreements | N/A | N/A |
| Principal | Standard or RMC approved Non-Standard Contracts, IC Agreements | To \$100,000 | N/A |
| | Standard or RMC approved Non-Standard Subcontracts, IC Agreements | To \$50,000 | To \$5,000 |
| | Access, Confidentiality and Teaming Agreements | N/A | N/A |
| Associate | Standard or RMC approved Non-Standard Subcontracts, IC Agreements | To \$50,000 | To \$2,000 |

Variances to this signing policy for Contracts, Subcontracts and Agreements are as follows:

| NAME | SIGNATURE LEVEL |
|-----------------------|-----------------|
| Hope Seligson | Principal |
| Ahmed Nisar | Principal |
| Don Ballantyne | Principal |
| Karen Kosiarek | Principal |

A Company Officer may authorize a senior manager to sign on his/her behalf provided that the Officer has determined that the document is appropriate for signature. This authorization should be provided in writing and a copy of the authorization provided should be attached to the copy of the contract in the project file. An email is an acceptable form of written authorization.

A Principal may authorize an Associate to sign a specific contract or subcontract provided that the Principal has determined that the document is appropriate for signature. This authorization should be provided in writing and a copy of the authorization provided should be attached to the copy of the contract in the project file. An email is an acceptable form of written authorization.

* * * * *

Last modified at 3/30/2011 3:06 PM by Susan Cavanaugh



All Sites



Advanced Search

Intranet Home > Intranet Home Pages > Geosyntec, MMI and SIREM Contract Management > Company Officers

Company Officers

List of Company Officers

Click here for List of Current Board of Directors <http://intranet.geosyntec.com/SiteDirectory/Shareholder/Lists/Board%20of%20Directors%20Contact%20List/AllItems1.aspx?View=%7BDCBE8601%2D2E33%2D44B3%2DBFD1%2DE563C3D4BB6A%7D&ShowInGrid=HTML>

| Actions ▼ | | | | | View: All Items |
|-------------------|-------------------|------------------------|---------------------------|-------------------------------|------------------------|
| Company | Officer Name | Office | Title | Email | Phone |
| Geosyntec | Jay Beech | Atlanta CEC | VP | JBeech@GeoSyntec.com | 404-267-1101 |
| Geosyntec | Rudy Bonaparte | Atlanta CEC | Chairman, President & CEO | RBonaparte@Geosyntec.com | 404-267-1101 |
| Geosyntec | Neil Davies | Kennesaw | VP | NDavies@Geosyntec.com | 678-202-9500 |
| Geosyntec | Jon Dickinson | Boca Raton | CFO & Senior VP | JDickinson@Geosyntec.com | 561-995-0900 |
| Geosyntec | Mark Grivetti | Santa Barbara | VP | MGrivetti@Geosyntec.com | 805-558-0990 |
| Geosyntec | Susan Hill | Oak Brook | VP | SHill@Geosyntec.com | 630-203-3355 |
| Geosyntec | Mike Houlihan | Washington DC | VP | Mhoulihan@Geosyntec.com | 410-910-7641 |
| Geosyntec | Pat Lucia | Oakland | VP | PLucia@geosyntec.com | 510-836-3034 |
| Geosyntec | Dave Major | Guelph, Ontario | VP | DMajor@Geosyntec.com | 519-822-2230 |
| Geosyntec | Bert Palmer | Huntington Beach | VP | BPalmer@Geosyntec.com | 714-969-0800 |
| Geosyntec | Tom Peel | Boca Raton | Senior VP | TPeel@Geosyntec.com | 561-995-0900 |
| Geosyntec | Theirry Sanglerat | Huntington Beach | Executive VP | TSanglerat@geosyntec.com | 714-969-0800 |
| Geosyntec | Paul Sanner | Oakland | VP & General Counsel | Psanner@geosyntec.com | 510-836-3034 |
| Geosyntec | Eric Strecker | Portland | VP | Estrecker@Geosyntec.com | 503-222-9518 |
| Geosyntec | Billy Villet | Oakland | Senior VP | Bvillet@mmiengineering.com | 510-836-3034 |
| Geosyntec | Sam Williams | San Diego North | VP | SWilliams@Geosyntec.com | 858-674-6559 |
| Geosyntec | Peter Zeeb | Boston | Senior VP & Treasurer | PZeeb@Geosyntec.com | 978-263-9588 |
| Geosyntec | Evan Cox | Guelph | VP | ECox@geosyntec.com | 519-822-2230 |
| Geosyntec | Nancy Bice | Oakland | VP & Secretary | NBice@geosyntec.com | 510-836-3034 |
| Malaysia Entities | Robert Bruce | Ipoh, Malaysia | VP | RBruce@Geosyntec.com | 605-323-5301 |
| Malaysia Entities | Billy Villet | Oakland | Chairman | BVillet@mmiengineering.com | 510-836-3034 |
| Malaysia Entities | Anthony Goh | Kuala Lumpur, Malaysia | Managing Director | AGoh@Geosyntec.com | 603-766-3081 |
| MMI | Billy Villet | Oakland | President & CEO | BVillet@mmiengineering.com | 510-836-3034 |
| MMI | Rudy Bonaparte | Atlanta CEC | Chairman & Executive VP | RBonaparte@Geosyntec.com | 404-267-1101 |
| MMI | Jon Dickinson | Boca Raton | CFO | JDickinson@Geosyntec.com | 561-995-0900 |
| MMI | Dan Dolan | Oakland | VP | DDolan@mmiengineering.com | 510-836-3034 |
| MMI | Pat Lucia | Oakland | VP | PLucia@Geosyntec.com | 510-836-3034 |
| MMI | Paul Summers | Houston | VP & Secretary | PSummers@mmiengineering.com | 281-920-4601 |
| MMI | Simon Thurlbeck | Manchester, UK | VP | SThurlbeck@mmiengineering.com | 44-192-543-8019 |
| MMI Ltd. UK | Billy Villet | Oakland | President & CEO | BVillet@mmiengineering.com | 510-836-3034 |
| MMI Ltd. UK | Rudy Bonaparte | Atlanta CEC | Executive VP | RBonaparte@Geosyntec.com | 404-267-1101 |
| MMI Ltd. UK | Jon Dickinson | Boca Raton | CFO | JDickinson@Geosyntec.com | 561-995-0900 |
| MMI Ltd. UK | Simon Thurlbeck | Manchester, UK | Managing Director | SThurlbeck@mmiengineering.com | 44-192-543-8019 |
| MMI UK, Ltd. | David Sanderson | Manchester, UK | Vice President | DSanderson@MMIEngineering.com | 44-192-543-8019 |
| MMI UK, Ltd. | Andrew Nelson | Manchester | Vice President | ANelson@MMIEngineering.com | 44-192-543-8019 |

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT**

Services Less Than \$25,000

Review of Geotechnical Investigation Report for
Williams Jones College Preparatory School Construction Project- PS1887

**EXHIBIT A
DESCRIPTION OF SERVICES**

Consultant to provide geotechnical engineering investigation reports relating to construction of an addition at the William Jones College Preparatory School located at 606 South State Street, Chicago, Illinois. Consultant must review the following information:

- November 20, 2007 – Geotechnical Engineering recommendations for the proposed additions to the Jones Magnet High School located on the West Side of State Street between Harrison Street on the North and Polk Street on the South. Information submitted by Ground Engineering Consultants, Inc (GEC)
- June 8, 2009 – Additional subsurface exploration and geotechnical analysis. Information provided by GSG Consultants, Inc. (GSG)
- November 23, 2010 – Subsurface exploration, field testing, and geotechnical engineering recommendations for the proposed Jones Preparatory High School Addition to be constructed along the west side of State Street and North Polk Street in Chicago, Illinois. (GEC)
- December 30, 2010 – Drilled piers to rock at the Jones College Preparatory High School site in Chicago, Illinois. (GEC)

Consultant previously conducted a peer review of a draft report entitled "Additional Subsurface Exploration and Geotechnical Analysis", prepared by GSG and dated May 21, 2009. The Consultant provided a report for GSG review, dated May 29, 2009. Consultant in review of the above-referenced reports shall evaluate whether the recommendations in its peer-review report were incorporated in the subsequent reports. Additionally, to be consistent with Consultant earlier peer review, the review of the geotechnical investigations referenced above will include the evaluation of those soil conditions and design features relative to groundwater conditions and the impact of those conditions on the proposed construction. Consultant will meet with the PBC on at least one occasion for data gathering and a status report on findings, and once to present its final report. Consultant must provide the PBC a written report of its findings.

Consultant will begin work upon written authorization from the PBC. Consultant will provide initial review work within one week and a final report within one week thereafter.

Geosyntec Consultants, proposal no. NCP2011-8003, dated January 25, 2011. (Attached hereto as ATTACHMENT A)

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 \$8,500.00** 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.

C.1. INSURANCE TO BE PROVIDED:

C.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.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for municipal facilities insuring bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, 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.

C.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 Public Building Commission of Chicago, the Board of Education 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.

C.1.4. Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less \$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. 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.

C.1.5. Property

The Consultant is responsible for all loss or damage to the Commission, the User Agency and/or the Owner's property at full replacement cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Consultant

C.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.

C.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 (PBC), the Board of Education of the City of Chicago and the City of Chicago as Additional Insured on a primary and non-contributory basis for on going and completed operations.

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

C.1.8 Railroad Protective Liability

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

ADDITIONAL REQUIREMENTS

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

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

The insurance must provide for 30 days prior written notice to be given to the Commission if coverage is substantially

changed, canceled, or non-renewed.

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

The Consultant thereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago (PBC), the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, or representatives, and/or the property Owner designated in the scope of the work.

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

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago (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 Public Building Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2011

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 certificate holder in lieu of such endorsement(s).

| PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350 | | CONTACT NAME: Jerry Noyola PHONE (A/C No, Ext): (770) 552-4225 FAX (A/C No): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com PRODUCER CUSTOMER ID #: 00002134 | | | | | | | | | | | | | | | | | | | | | | |
|--|---------------------------------|---|--|-------------------------------|--|--------|------------|------------------------------|-------|------------|-----------------------------|-------|------------|---------------------------------|-------|------------|-----------------------------|-------|------------|--|--|------------|--|--|
| INSURED Geosyntec Consultants, Inc. 1111 Broadway 6th Floor Oakland CA 94607 | | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Commerce & Industry Ins. Co.</td><td>19410</td></tr><tr><td>INSURER B:</td><td>Chartis Speciality Ins. Co.</td><td>26883</td></tr><tr><td>INSURER C:</td><td>New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER D:</td><td>Ins. Co. of the State of PA</td><td>19429</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Commerce & Industry Ins. Co. | 19410 | INSURER B: | Chartis Speciality Ins. Co. | 26883 | INSURER C: | New Hampshire Insurance Company | 23841 | INSURER D: | Ins. Co. of the State of PA | 19429 | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Commerce & Industry Ins. Co. | 19410 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Chartis Speciality Ins. Co. | 26883 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | New Hampshire Insurance Company | 23841 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | Ins. Co. of the State of PA | 19429 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 2010-2011 (Geosyntec)

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|--|----------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | GL 417-86-18 | 9/1/2010 | 9/1/2011 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | MED EXP (Any one person) \$ 25,000 | | | | |
| | | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY | | | CA5053937 (AOS) | 9/1/2010 | 9/1/2011 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | BODILY INJURY (Per person) \$ | | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | | BODILY INJURY (Per accident) \$ | | | | |
| | <input type="checkbox"/> SCHEDULED AUTOS | | PROPERTY DAMAGE (Per accident) \$ | | | | |
| A | <input checked="" type="checkbox"/> HIRED AUTOS | | CA1955451 (MA) | 9/1/2010 | 9/1/2011 | \$ | |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | \$ | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | 8085625 | 9/1/2010 | 9/1/2011 | EACH OCCURRENCE \$ 10,000,000 |
| | | | AGGREGATE \$ 10,000,000 | | | | |
| | | | \$ | | | | |
| | | | \$ | | | | |
| | DEDUCTIBLE | | | | | | \$ |
| B | <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC 006-98-7876 (AOS) | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| D | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input type="checkbox"/> N/A | | WC 006-98-7877 (CA) | 9/1/2010 | 9/1/2011 | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liability | | | COPS 1951904 | 9/1/2010 | 9/1/2011 | Per Claim \$8,000,000 |
| | E&O Incl. Pollution Liab. | | | | | | Aggregate \$10,000,000 |

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

Re: Review of Geotechnical Investigation for William Jones College Preparatory School Construction Project. The Public Building Commission, Board of Education of the City of Chicago and City of Chicago are named as Additional Insured on the above referenced liability policies with the exception of Workers Compensation and Professional Liability. Waiver of Subrogation is applicable where required by written contract and allowed by law. This insurance

CERTIFICATE HOLDER**CANCELLATION**

Public Building Commission of Chicago
Richard J. Daley Center
Room 200
Chicago, IL 60602

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

Matias Ormaza/JERRY

COMMENTS/REMARKS

is primary and non-contributory where required by written contract.

POLICY NUMBER: GL 417-86-18

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|-----------------------------------|
| BLANKET AS REQUIRED BY WRITTEN CONTRACT | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT D
DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. 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. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS1887
Description of goods or services to be provided under Contract: William Jones
College Preparatory School Construction Project
2. Name of Contractor: Geosyntec Consultants
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

4. The 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.

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

Susan Hill
Signature

4-15-11
Date

Susan Hill
Name (Type or Print)

Vice President
Title

Subscribed and sworn to before me

this 15 day of April 20 11

Terrri Eder
Notary Public



EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications

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

____ Yes X No

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

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 _____

Category:

MBE _____
WBE _____

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

Company Name

Date

Print Name

Signature

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

[SEE ATTACHMENT]

**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)

Geosyntec Consultants, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

5901 Broken Sound Parkway NW

City, state, and ZIP code

Boca Raton, FL 33487

Requester's name and address (optional)

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.

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

Social security number

or

Employer identification number

59 : 2355134

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.

**Sign
Here**

Signature of
U.S. person ▶

Susan K. Hill

Date ▶ **4-15-11**

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,

ATTACHMENT-A
Geosyntec Consultants
Proposal no. NCP2011-8003
Dated January 25, 2011



134 N. LaSalle Street, Suite 300
Chicago, Illinois 60602
PH 312.658.0300
FAX 312.658.0376
www.geosyntec.com

25 January 2011

Mr. Michael Vergamini
Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, IL 60602

Subject: Proposal for Review of Geotechnical Investigation Reports for the William Jones College Preparatory School Construction Project -- Geosyntec Consultants Proposal No. NCP2011-8003

Dear Mr. Vergamini:

Geosyntec Consultants is pleased to provide this proposal for review of the geotechnical engineering investigation reports for the Public Building Commission of Chicago (PBC) relating to construction of an addition at the William Jones College Preparatory School, 606 South State Street, Chicago, Illinois. The information to be reviewed includes the following:

- November 20, 2007 - Geotechnical Engineering Recommendations For The Proposed Additions To the Jones Magnet High School Located on the West Side of State Street Between Harrison Street on the North And Polk Street on the South. Ground Engineering Consultants, Inc. (GEC)
- June 8, 2009 - Additional Subsurface Exploration and Geotechnical Analysis. GSG Consultants, Inc. (GSG)
- November 23, 2010 - Subsurface Exploration, Field Testing, and Geotechnical Engineering Recommendations for the Proposed Jones Preparatory High School Addition to be Constructed Along the West Side of State Street and North of Polk Street in Chicago, Illinois. GEC
- December 30, 2010- Drilled Piers To Rock at the Jones College Preparatory High School Site In Chicago, Illinois. GEC

Geosyntec previously conducted a peer review of a draft report entitled "Additional Subsurface Exploration and Geotechnical Analysis," prepared by GSG and dated May 21, 2009. Our report for that review, dated May 29, 2009, was provided to GSG. In the correspondence requesting this proposal, it was requested that our review of the above-referenced reports evaluate whether

NCP2011-8003

engineers | scientists | innovators

Michael Vergamini
25 January 2011
Page 2

the recommendations in our peer-review report were incorporated in the subsequent reports. Additionally, to be consistent with our earlier peer review, this review of the geotechnical investigations referenced above will include the evaluation of those soil conditions and design features relative to groundwater conditions and the impact of those conditions on the proposed construction. In the course of the review, it is anticipated that Geosyntec will meet with the PBC on at least one occasion for data gathering and a status report on findings, and once to present our final report. A written report of our findings will be provided to the PBC.

We are prepared to begin work on this review effort upon receipt of written authorization from the PBC. We anticipate the initial review work can be provided within one week, and a final report provided within one week thereafter.

We anticipate the above scope of services will entail approximately 30 hours at our senior consultant rate, plus some administrative and project management time. Mr. Richard Berggreen, P.G. will be the project manager. He will be assisted by Mr. Daniel Bodine, P.E. We propose to provide the above scope of services on a time and materials basis for an estimated budget of \$8,500, in accordance with the attached 2011 rate schedule. We will not exceed the estimated budget without prior written authorization.

We appreciate the opportunity to work with the PBC on this project. Please indicate your authorization to proceed by providing us with the contract documents for our execution. Please contact us with any questions you may have regarding this matter.

Sincerely,
Geosyntec Consultants


Richard G. Berggreen, P.G.
Senior Consultant


Susan K. Hill, P.E.
Principal

Attachment: Rate Schedule 2011C
Copies to: Proposal File

NCP2011-8003 Jones Preparatory School Geotechnical Review

engineers | scientists | innovators