

# PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT  
CONTRACT NUMBER PS1853D  
WITH  
TERRA ENGINEERING, LTD.  
TO PROVIDE  
TRAFFIC STUDY 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](http://www.pbcchicago.com)

**EXECUTION PAGE**

**TRAFFIC STUDY SERVICES - PS1853D**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Ral Emanuel Date: \_\_\_\_\_  
Chairman

ATTEST:

[Signature] Date: 7/6/11  
Secretary

Approved as to form and legality

Jacinta Spring Date: 5/17/11  
Near & Leroy, LLC

CONSULTANT: **TERRA ENGINEERING, LTD.**

Karen Steingraber Date: 5/11/11  
President

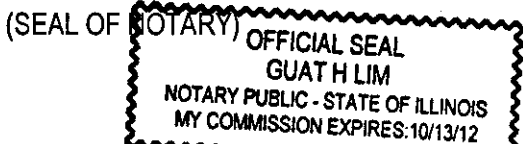
AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Karen Steingraber and Terra Engineering, Ltd.  
on behalf of Consultant this 11th day of May, 2011.

[Signature]  
Notary Public  
My Commission expires: 10/13/12



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**EXECUTION PAGE**  
**TRAFFIC STUDY SERVICES - PS1853D**

**THIS AGREEMENT** effective as of March 8, 2011, 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 **Terra Engineering, Ltd.** with offices at 225 West Ohio Street, Suite 400, Chicago, Illinois, 60654 (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:

## 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 under this Agreement 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.

f. **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 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 signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

**SCHEDULE B  
SCOPE OF SERVICES  
TRAFFIC STUDY SERVICES - PS1853D**

**(SCOPE OF SERVICES FOLLOWS THIS PAGE)**

**SCHEDULE B**  
**SCOPE OF SERVICES**  
**TRAFFIC STUDY SERVICES – PS1853**

**I. General Scope of Services – Traffic Study Consultant**

The Traffic Study Consultant will enter into a task order agreement with the PBC. Consultants will provide all Services required to complete the traffic study of the assigned project or projects during the planning or design phases. The Traffic Study Consultant is to complete a study on the traffic-related impacts of locating the proposed facility at the project site. The PBC would like to understand any traffic-related issues; both existing and that might be created by the development, in order to assess any traffic-related impacts that the development may have on the community. The term of this Agreement will terminate when all Services required have been completed to the reasonable satisfaction of the Commission. The Traffic Study Consultant contract will be executed in a Lump Sum Format, on a project by project basis.

Below are the individual tasks to be completed for this study:

**A. Data Collection:**

- 1) *Kick-Off Meeting:* The Consultant shall attend a kick-off meeting with the PBC prior to commencing with the work. The kick-off meeting will address scope of work, special requirements, schedule, site access, and any other particular items that are required for the successful completion of a traffic study.
- 2) *Field Reconnaissance & Inventory:* The Consultant shall perform a field reconnaissance and inventory of existing traffic, parking, bicycle, pedestrian and any other existing modes of transportation. The inventory shall include, but not limited to, the following:
  - a. Street widths, parking restrictions, parking capacity, curbside activity, traffic control, general circulation patterns, bus stop locations, pick-up/drop-off accommodations, pedestrian and bicycle paths, travel routes, pavement markings, and signs.
  - b. Other conditions relevant to the study.
- 3) *Collect & Review Existing Operations and Traffic Data:* The Consultant shall collect and review all relevant information pertaining to existing transportation system operations and existing and projected populations and land use within the vicinity of the site.
- 4) *Existing Conditions Summary Exhibit:* The Consultant shall prepare an existing conditions diagram summarizing the identified field conditions.

**B. Field Investigation:**

- 1) *Traffic Count:* The Consultant shall specify traffic count procedures (manual or automated). The traffic counts (vehicular and pedestrian) shall be conducted per the time periods specified by the PBC.
- 2) *Traffic Observation:* The Consultant shall perform traffic observations for the purposes of estimating the travel modes of users, advising on pick-up/drop-off activities, evaluating on-street and off-street parking demands, and assisting in the projections.

- 3) *Traffic Summary Exhibit:* The Consultant shall prepare a diagram summarizing vehicular, bicycle, pedestrian and any other existing modes of transportation volumes for the peak traffic during the study periods.

**C. Trip Generation and Traffic Assignment**

- 1) *Trip Generation:* The Consultant shall utilize traffic counts and field observations and other related data to generate trip estimates during study periods of user activity. The Consultant shall validate the trip generations through industry recognized standards.
- 2) *Trip Distribution:* The Consultant shall distribute the generated traffic (vehicular, pedestrian and any other existing modes of transportation) onto the existing, or proposed, streets and sidewalk networks based upon anticipated direction of travel.
- 3) *Trip Assignment:* The Consultant shall assign the generated traffic projections to the adjoining street system based upon the trip distributions and any other relevant information.

**D. Analysis and Recommendation**

- 1) *Intersection Capacity Analysis:* The Consultant shall conduct capacity analysis at all relevant intersections for each study period. The Consultant shall describe the methods used to develop the capacity analysis.
- 2) *Analysis and Recommendations:* The Consultant shall analyze the information developed by the study and submit a professional analysis and recommendation(s) for the necessary areas of consideration, including impacts and improvements, to the following (but not limited to):
  - a. Existing street system(s)
  - b. Building access and circulation
  - c. Transit
  - d. Parking
  - e. Pedestrian/Bicycle systems and safety
  - f. Pick-up/drop-off operations related to school buses, transit, private autos, agency vehicles, loading and delivery docks, etc.
  - g. Conflict points between autos, pedestrians, and school/CTA bus activity
  - h. Safety conditions
  - i. Traffic control
  - j. Roadway
  - k. Meters
  - l. Reducing the amount of traffic and onsite parking

**E. Documentation**

*Findings and Recommendations Meeting:* The Consultant shall be available for three (3) meeting to discuss the analysis and investigation results to the PBC Project Manager and team members and make themselves available for meetings with governing authorities, community meetings, and as needed.

- 1) *Traffic Study:* The Consultant shall provide a draft electronic report with the following (but not limited to):
  - a. Exhibits depicting existing conditions aerial



- b. Existing traffic
- c. Bicycle and pedestrian volumes
- d. Site generated traffic and pedestrian volumes
- e. Total traffic and pedestrian volumes
- f. Aerial exhibit identifying locations of recommended improvements

Further, the Consultant shall provide the text in WORD format for the first draft review within three (3) weeks following the authorization to begin work. After incorporating all comments, the Consultant shall submit five (5) hard copies of the Final Traffic Study (including all summary diagrams and analysis) and one electronic PDF file on CD to the PBC Project Manager within two (2) weeks after receiving comments.

**F. Additional Studies (if needed)**

- 1) *Traffic Conditions during Construction:* The Consultant shall analyze the impacts on traffic patterns during construction of this project and make recommendations to mitigate any significant impacts.
- 2) *Parking Facility Analysis:* The Consultant shall analyze and make recommendation for impacts due to a parking garage associated with the project.
- 3) Perform counts on Specific modes of transportation (car, bike, bus, and walk).
- 4) Compile and assemble all information needed to draft a traffic management plan.

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**SCHEDULE C  
COMPENSATION OF THE CONSULTANT  
TRAFFIC STUDY SERVICES - PS1853D**

**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  
TRAFFIC STUDY SERVICES - PS1853D**

***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, defense, explosion, collapse, underground, and contractual liability. The Public Building Commission of Chicago, the City of Chicago and the User Agency 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 \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago and the User Agency must be named as Additional Insured on a primary, non-contributory basis.

**D.1.4. Professional Liability**

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

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

**D.1.5 Property**

The Consultant is responsible for all loss or damage to 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.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. Non-fulfillment 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 any policies are canceled, substantially changes, 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 Public Building Commission of Chicago, the City of Chicago and the User Agency and 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 Public Building Commission of Chicago, the City of Chicago and the User Agency 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. 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.***

**SCHEDULE E  
KEY PERSONNEL  
TRAFFIC STUDY SERVICES - PS1853D**

**(COMMISSION'S KEY PERSONNEL FORM FOLLOWS THIS PAGE.)**

**Registration**

Professional Engineer, Illinois,  
1992, #062-047537

**Education**

M.S., Construction  
Management, Marquette  
University, 1986

B.S., Civil Engineering,  
Marquette University, 1984

**Publications**

"Runoff as A Resource," Civil  
Engineering, October, 1993

"GIS Lays Foundation for Saudi  
Arabian University", Geo Info  
Systems, 1992

"Application of Multi-quadric  
Analysis to Earthwork Volume  
Measurements", 1986

**Continuing Education**

Intelligent transportation System  
Telecommunications, National  
Highway Institute, 2003

CECI/IDOT Traffic Signal  
Seminar, 1999

Railroad/Highway Grade  
Crossing Improvements,  
National Highway Institute, 1999

Introduction to GIS in  
Transportation, 1994

Watershed Modelling HEC I,  
1993

Permitting Workshop for  
Developments in Northeastern  
Illinois, 1993

ASCE Short Course on Water  
Surface Profile Computation  
and Watershed Modeling using  
HEC-2 and TR-20, 1992

University of Wisconsin,  
Computerized Mapping and GIS  
for Municipalities, 1991

GDS training, McDonnell  
Douglas CADD system, 1990

University of Wisconsin,  
Computerized Mapping and GIS  
for Municipalities, 1991.

**Jamil Bou-Saab, P.E.**  
**Vice President/Principal**

Mr. Bou-Saab has been involved in transportation, public works and civil engineering projects for more than nineteen years as a project engineer, project manager and business owner.

Mr. Bou-Saab's duties as Principal-in-Charge include the preparation, designation and delegation of the project tasks to the team members, along with QA/QC on projects. He has been Engineer-in-Charge of analysis, design and construction for major public infrastructure projects, such as I-74 in Peoria, US 30 in D-2, Lake Street, Chicago Avenue and multiple other projects.

Some of the main projects that were completed include:

**IDOT Eastern Bypass Project – Peoria, IL**

Served as Principal-in-Charge for the Eastern Bypass project that passes through the tri-county area surrounding Peoria. Responsible for overseeing the production of GIS data and exhibits, traffic engineering studies and public involvement activities.

**IDOT IL 336-Macomb Bypass – Macomb, IL**

Served as Principal-in-Charge for the project, which included development of plans and profiles using state-of-the-art technology by being the first consultant for the State to plot the boring layout and profiles using information directly imported from the field through "gNIT" files.

**IDOT I-74 Temporary Signing – Peoria, IL**

Served as Project Manager for the development of all the temporary signing required for the various stages of the contract throughout the 11-mile corridor. Developed contract plans, special provisions and necessary estimates for the successful bid of this four-stage contract. The project required extensive coordination with District and suppliers to use the latest in technologies available for signing for the complicated project. The temporary staging and signing received great appreciation throughout the Peoria community for its flexibility.

**IDOT I-74 Consultant Management – Peoria, IL**

Served as Principal-in-Charge for the consultant manager to review and coordinate the activities of consultants preparing construction documents for I-74 improvements. Provided periodic reports to IDOT on the progress of the project, including QC/QA reviews and plan developments.

**IDOT Traffic Data Collection – Districts 6, 7 and 9, IL**

Served as Project Principal for the traffic counts project throughout Districts 6, 7 and 9 for the Department. Coordinated the activities of the technicians on the field to perform the necessary counts throughout the year to meet IDOT's schedule. Coordinated the acquisition of HI-Star and road tubes from the manufacturer, along with the development and testing of the software to meet IDOT's requirements.

**Roosevelt Road – Villa Park, IL**

Managed all of the coordination with the Village of Villa Park and other neighboring municipalities to develop contract documents for a Phase I and Phase II for this high-profile and high-accident location. Project involved new sidewalks, widening and resurfacing, right-of-way (ROW), utility relocations, drainage and lighting.

(continued)

**Continuing Education**

GDS training, McDonnell  
Douglas CADD system, 1990

ASCE Geographical Land  
Information System  
Implementation, 1990

MOSS training, comprehensive  
civil and highway design  
software, 1989-90

ASCE Short course on  
detention/retention in Urban  
Surface Water Management,  
1989

**IDOT US-30 – Morrison, IL**

Served as Principal-in-Charge for the development of the contract documents for a one-mile stretch of this project. Managed development of all the drainage and erosion control plans, including defining the water shed areas and determining the storage and detentions locations. Provided all necessary details to the Department, including summary of quantities, schedules, estimates and specifications. The project involved extensive coordination efforts with the Department and was used by the District staff as a design model for teaching drainage classes.

**Bike Path – Matteson, IL**

Coordinated efforts with the municipality to develop the phase I and Phase II documents for this project. Performed QA/QC on all the drainage details and coordinated all the efforts involved in the design of the bridge that lies within the floodplain.

**Lake Street – Oak Park, IL**

Served as Principal-in-Charge for the preparation of Phase I, II and III documents for this resurfacing project, which included streetscape, sewer and water main installation, curb and gutter/sidewalk replacement, street lighting/traffic signal installation, and street signage and striping.

**57th Street Comfort Station – Chicago, IL**

Provided sheet-pile design for the protection of the foundation for the new comfort station, which included hydrographic survey, geo-technical exploration and structural engineering.

**CAP the IKE Feasibility Study – Oak Park, IL**

Principal for a feasibility study for the CAP the IKE project, a unique project in nature to study the feasibility of capping the Eisenhower expressway in Chicago to improve the quality of life within the Village of Oak Park. Addressed multiple scenarios to improve the negative environmental impact for the expressway and the traffic.

**IDOT I-74 Landscaping – Peoria, IL**

Implemented CSS and provided value planning sessions for the corridor-wide landscaping design of I-74 in Peoria. Assisted in developing a landscaping contract throughout the corridor, which included preparation of a special report on all salt tolerant plants. Developed strip sheets and exhibits that were used by the Department to involve the public in the CSS process. Project stakeholders group included members from the I-74 Aesthetics Committee, Peoria City Beautiful, Peoria Park District and several prominent local landscape architects. Developed a report that was used for the development of the Phase II contract documents.

### **Registration**

Professional Engineer, Illinois,  
1992, #062-047473

Professional Engineer, Missouri,  
1991, #024548

### **Education**

M.S., Civil Engineering, Bradley  
University, 1986

B.S., Civil Engineering, Bradley  
University, 1985

### **Publications**

Evaluating Schedule  
Performance of Complex  
Highway Design Projects: The I-  
74 Reconstruction Project, 2001

Status of Bridge Management  
Systems, Challenges and  
Enhancements, 1994

### **Certifications**

Context Sensitive Solutions  
Class (CSS) Completion, 2007

Technology of Participation  
(ToP) Group Facilitation  
Methods

Certified Project Manager,  
Illinois Capital Development  
Broad

Certified Documentation of  
Contract Quantities, Illinois  
Department of Transportation  
(03-625)

Certified Value Engineering-  
Module I Training Workshop  
Professional

Advancements of Career  
Engineers- PACE, Illinois  
Department of Transportation

Certified IDOT Bridge Program  
Manager to perform bridge  
inspections (NBIS)

Completed IDOT 10-day Bridge  
Inspection Course (NBIS)

### **Presentations**

"Exploring Traffic Counts" –  
American Public Works  
Association, 2008

### **George A. Ghareeb, P.E.** **Senior Project Manager**

Mr. Ghareeb has more than 24 years of experience in various aspects of transportation, traffic and structural engineering. He started his career with the Illinois Department of Transportation's Bridge Office before working overseas for the Dar Group. Mr. Ghareeb is the Operation Manager for the Peoria office of TERRA Engineering, Ltd. (TERRA), where he directs the efforts of the engineering and technical staff to perform the various engineering and inspection duties. Some of his recent projects and career highlights at TERRA include:

#### **IDOT I-74/I155 Interchange, Morton, IL**

Serving as Project Manager, coordinated the efforts of the design and surveying team to perform various phase II design details including a complete topographic survey, hydraulic survey, field tile survey along with the development of the Maintenance of Traffic plans and the development of traffic management plan for the project.

#### **IDOT IL 29 Extension, Mossville, IL**

As the project manager, responsible for the coordination efforts between consultants, IDOT and the design team to develop Phase II documents for the proposed improvements along Route 29 extension from Cedar Hills Drive to Route 6. Responsibilities will include the development of the maintenance of traffic for the project, development of structural plans for multiple structures along with a traffic management plan.

#### **IDOT Eastern Bypass Project (CSS) – Metropolitan Peoria, IL**

Serving as Project Manager for the Eastern Bypass Study, a Context-Sensitive Solutions (CSS) project with the Illinois Department of Transportation (IDOT) to construct a belt highway east of Peoria, Illinois. Responsible for coordinating the production of GIS data and exhibits, traffic engineering studies and public involvement activities. Active participant on Project Study Team (PST) responsible for integrating input and comments from members of the public and from the project's Community Advisory Group (CAG) to help determine an optimal corridor location through the three-county study area. During CAG meetings has served as a facilitator to help achieve consensus on a broad range of project issues.

#### **IDOT IL 116 over Ten Mile Creek and IL 9 over Mud Creek Bridge Replacement – Tazewell County, IL**

Currently serves as the Project Manager for the replacement of two existing bridges in Tazewell County in Illinois. This entails supervising the design and preparation of all Phase One design studies and documents for the replacement of both structures.

#### **Sheridan Triangle Roadway Enhancement (CSS) – Peoria, IL**

Project manager for public involvement activities, including implementation of the Context Sensitive Solutions (CSS) process for the planning of streetscape improvements in a residential business district in Peoria using the principals of new urbanism.

#### **IDOT Consultant Management for I-74 Reconstruction – Peoria, IL**

Served as an extension to IDOT-District 4 staff and administered the activities of various design consultants to prepare, package and QA/QC the construction contracts for the I-74 project in Peoria. Reviewed all plan submittals prior to construction letting, developed the necessary estimates of time and cost along with a monitoring schedule for each of the 13 plus contracts, and responded to RFI questions from the field. Also coordinated uniformity throughout all I-74 contracts, developed and assembled eight major roadway contracts for the Interstate and



arterial roadway network, including major complex structures, lighting, signing, landscaping and aesthetics. Managed the design and value engineering efforts for the one-of-a-kind truss shortening of the Murray Baker Bridge over the Illinois River. Implemented Context Sensitive Solutions (CSS) process for the project-wide landscaping contract. Responsible for the QA/QC and review of multiple supply contracts that included intelligent transportation systems, temporary informational signing, landscaping, high mast lighting, advanced steel fabrication and luminary contracts.

***IDOT Traffic Data Collection and Analysis – Districts 4, 6, 7, 9***

Served as Project Manager for the collection and analysis of traffic data projects throughout Districts 4, 6, 7 and 9, which included the use of Hi-Star and road tubes. Collected GIS/GPS information that was directly used to create the ADT traffic maps for the department. In coordination with the Department, applied coefficient factors to determine future ADT on state routes throughout the affected districts.

***Traffic Studies – Various Locations and Sites***

Performed various traffic engineering studies at multiple locations throughout the State of Illinois including the development of a traffic analysis for the congested area bound by Northwestern Hospital in Chicago IL. Provided level of service (LOS) analysis for both the existing and proposed conditions. Made recommendations to improve LOS, including traffic signal timing modifications.

***IDOT Construction Inspection for I-74 Reconstruction –Peoria, IL***

Served as Project Manager for two construction inspection projects through downtown Peoria. Supervised inspection staff and coordinated activities with IDOT.

***CAP the IKE – Oak Park, IL***

Project manager for the project to analyze the existing conditions and various proposed traffic conditions for the neighborhood of Oak Park near I-290. Includes utilizing VISSIM traffic modeling software to analyze traffic in the area and creating multiple traffic simulations including a roundabout and various other layouts of possible new roadway connections. Simulation models, include a no-build alternative, and a future scenario to determine future peak hours and ADT in the area.

***Bridge Inspections – Chicago, IL***

Performed bridge inspections and developed the necessary reports (ISIS) for various bridges to IDOT and the City of Chicago. Prepared Bridge Condition Reports whenever applicable to account for repair and rehabilitation.

***Illinois State Toll Highway Authority Speed Delay Study – Chicago, IL***

Performed QA/QC for the Illinois Tollway Authority Systems speed delay project.

***Past project and career highlights include:***

***Dar Group***

Served as project manager of a \$450 million project and was responsible for monitoring contractors' activities, including QA/QC, schedules and costs that entailed two new runways, breakwater, two underpasses with aircraft loading, complex interchange, as well as all environmental and landscaping services. Also served as Senior Bridge Engineer responsible for coordinating work at multiple construction sites for tunnels, overpasses, post-tensioned slabs, I-beams and deck beams.

***Illinois Department of Transportation***

Held several positions in IDOT's Bureau of Bridges and Structures, including Rating Group Engineer and Senior Design and Evaluation Engineer. Mr. Ghareeb was instrumental in developing the Bridge Management Systems for the State of Illinois.

### **Registration**

*Professional Engineer, Illinois,  
2007, #062-059625*

*Professional Engineer, Missouri,  
2003*

*Professional Engineer, Kansas,  
2007*

*Professional Traffic Operations  
Engineer (PTOE), 2005*

### **Education**

*B.S. Civil Engineering,  
Washington University in St.  
Louis, 1996*

### **Accreditation and Professional Affiliations**

*Engineers Club of St. Louis,  
Member*

*Institute of Transportation  
Engineers*

*Transportation Engineering  
Association of Metropolitan St.  
Louis*

### ***M. Chris Hutchinson, P.E., PTOE Senior Transportation Engineer***

Prior to joining TERRA Engineering in 2010, Mr. Hutchinson has acquired over 14 years of experience in providing civil and traffic engineering services for a variety of projects and clients. As one of only 2,361 Professional Traffic Operations Engineers worldwide, Chris has certification in the specialized application of traffic operations engineering. His experience includes serving as the design engineer on numerous roadway and traffic projects from planning through construction for both public and private clients. His design duties have included the development of plans and specifications for major roadway projects including interstate highways, tollways, interchange design studies, and major arterial streets. Chris has experience using multiple traffic analysis programs including VISSIM, Synchro, Simtraffic, HCS+ and Tru-Traffic (TS/PP Draft). Some of his most recent projects include:

#### ***African American Museum & Cultural Center, North Brentwood, MD***

Traffic engineering on the project included review of the proposed site plan for this new facility including evaluation of access points for several modes of transportation including pedestrians, busses, cars and service vehicles. Evaluations examined pedestrian and bicycle mobility in the area as well as evaluating accessible transit locations and overflow parking areas at the site.

#### ***McMillan Sand Filtration Site Redevelopment, Washington, DC***

Traffic engineer for this project which included the redevelopment of an existing sand filtration site to a new multi-use development to include residential, office and retail components. Analysis included evaluation of the impact to the adjacent roadway network, accessibility of public transit to the site, and pedestrian mobility in the area. Other concerns included evaluation of the impacts to the surrounding neighborhood including cut-through traffic and parking concerns. Traffic study report includes evaluation of projected traffic, recommended mitigation plans, and best practices for increasing use of multiple modes of transportation such as pedestrian and transit at the site.

#### ***Westport Commons Development, Town of Easton, MD***

Traffic engineering services included evaluation of the traffic impact created by a new multi-unit housing development. This study included evaluation of the impact to the surrounding intersections in the Town and required evaluation of traffic impacts created by several other developments in the area which were being completed by others.

#### ***Route N (Florissant Road) Signal Optimization, St. Louis, MO***

Traffic engineering and signal optimization for a 15-signal system in North St. Louis County. Services included optimization of an existing previously uncoordinated system utilizing Synchro 7 and Tru-Traffic. Signal and pedestrian timing plans were created for AM, PM, Saturday and Off-peak scenarios. Additionally, timing plans were created for emergency movement of vehicles should an incident occur on the interstate highways located at the north and south of the project to allow traffic to access the other route.

#### ***Vandeventer Signal Interconnect , St. Louis, MO***

Traffic engineering for the modifications and upgrade of a 15-signal system in North St. Louis. Services included design of new signal components at each intersection,

fiber optic interconnect of the signals to the City's network, signal timing modifications, and upgrade of existing intersections to meet ADA pedestrian requirements for access and signal control.

***Tanner Street Roundabout, Bloomington, IL***

Project Manager for a project containing two Intersection Design Studies, traffic analysis, traffic signal warrants, geometric design of a roundabout and relocation of a second intersection. Study included feasibility of different concepts and their proposed impact on the two adjacent parks and surrounding residential neighborhoods. Design includes aesthetic enhancements such as decorative lighting and landscaping areas to maintain park setting. Design also included extension of an existing multi-purpose trail.

***Sheridan Triangle Roadway Enhancements, City of Peoria, IL***

As the traffic engineer on the project, provided traffic counts and analysis of existing roadway network including a 6-leg intersection. Traffic was modeled in Synchro 7 and modeled using Simtraffic and 3D Viewer. Attended public meetings and assisted in the development of design alternatives. Project was to determine roadway and streetscape enhancements necessary to update a deteriorating business district.

***Halls Ferry Circle Reconstruction, St. Louis, MO***

Performed traffic engineering services to reconstruct an existing traffic circle constructed in the 1930's to a 6-leg roundabout. Design upgrades included geometric improvements to flare the existing entry and exit points and modification to yielding conditions at the entrances. Additionally, a spiral pavement marking layout was implemented to maximize the usage of both lanes and guide signing was installed to help motorists make lane choices for their destinations before entering the circle.

***U.S. 50 and Blackwell Interchange, Lee's Summit, MO***

Performed traffic engineering services for the development of alternatives including a roundabout for the project which includes construction of a new interchange and frontage roads on US 50 Highway at Blackwell Road in Lee's Summit. The project includes survey, concept development, and traffic analysis including the development of an access justification report, preliminary design and final design. A variety of interchange concepts were assessed, including a traditional diamond, a tight diamond and a diamond with roundabout intersections.

***Arnold Crossroads Traffic Impact Study, Arnold, MO***

Analyzed existing traffic data and generated projected traffic for a commercial redevelopment. Provided analysis of traffic signal warrants and modeled projected traffic in Synchro 7. Designed a new traffic signal to replace the existing signal on Route 141 at the entrance to the development; including fiber optic interconnect to the existing signal system.

***CAP the IKE – Oak Park, IL***

Chris is currently leading the effort to conduct analyses of the traffic simulation and travel demand models of existing conditions and create the complex traffic simulations for this project. Services include modeling a roundabout using VISSIM traffic simulation software, creating traffic simulation models for multiple different scenarios, including a no-build alternative to determine future peak hours and ADT using VISSIM and other traffic-modeling software packages.

**Registration**

Professional Engineer, Illinois,  
1999, #062-053237

Professional Traffic Operations  
Engineer (PTOE), 2006

**Education**

B.S. Civil Engineering,  
University of Illinois, 1994

**Toby Mickey, P.E., PTOE**  
**Senior Traffic Engineer**

Mr. Mickey has been Project Manager for numerous traffic signal design projects, intersection design studies, traffic studies, and various traffic analyses and reports. His expertise includes traffic signal system design, railroad signal/traffic signal interconnect design, video vehicle detection design, intersection design studies and traffic studies. Mr. Mickey's experience in traffic studies includes traffic impact studies, traffic signal warrant studies, turn-lane warrant analyses and sight distance analyses. Mr. Mickey has managed projects for IDOT District 1, the Lake County Division of Transportation, the Cook County Highway Department, the Will County Highway Department, the McHenry County Highway Department, the City of Naperville, the City of St. Charles, and for many private-sector clients.

**Baker Hill Drive Traffic Studies – Glen Ellyn, IL**

Traffic engineering services included evaluation of the traffic impacts created by a new NAPA Auto Parts store in Glen Ellyn, Illinois. This study included use of the ITE Trip Generation Manual and recommendations for alleviating the traffic created by the store.

**Illinois Route 83 Traffic Studies – Round Lake Beach, IL**

Traffic engineering services included evaluation of the traffic impacts created by a new Medical facility and other stores in Round Lake Beach, Illinois. This study included capacity analysis for a signalized intersection as well as evaluation of the impact to the surrounding intersections in the area and recommendations for alleviating the traffic created by the Development.

**Caldwell Avenue Traffic Studies – Niles, IL**

Traffic engineering services included evaluation of the traffic impacts created by a new condominium development in Niles, Illinois. This study included a recommendation for an additional turn lane on Caldwell Avenue to alleviate the traffic created by the Development.

**Caron Road Traffic Studies – Rochelle, IL**

Traffic engineering services included evaluation of the traffic impacts created by a new Super Wal-Mart store in Rochelle, Illinois. This study included use of the ITE Trip Generation Manual to compute traffic generated by a number of sites, assignment of those trips to the roadway network and evaluation of the impact to the surrounding intersections in the City both prior to and subsequent to the proposed development.

**Railroad Signal/Traffic Signal Interconnect Design**

U.S. Rte. 14 (Northwest Hwy.) and Foxmoor Road, Fox River Grove  
US Route 30 and Dugan Road, Sugar Grove (PSB 99-09)  
Winfield Road at Highlake Road and at Beecher Avenue, Winfield

**Permanent Traffic Signal Installations**

IL Rte. 83 and Monaville Road, Round Lake Beach  
Grass Lake Road and Antioch Community High School, Lake Villa  
Delany Road and Oak Grove Avenue/Gent Drive, Waukegan

**Traffic Signal Modifications**

Hunt Club Road and Washington Street, Gurnee  
Rollins Road and Cedar Lake Road, Round Lake Beach  
IL Rte. 173 and IL Rte. 131 (Green Bay Rd.), Wadsworth

**SCHEDULE F-1  
DISCLOSURE OF RETAINED PARTIES  
TRAFFIC STUDY SERVICES - PS1853D**

**(COMMISSION'S DISCLOSURE OF RETAINED PARTY FORM FOLLOWS THIS PAGE.)**

## 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: PS1853  
 Description or goods or services to be provided under Contract: Traffic Study Services
2. Name of Consultant: Terra Engineering, Ltd.
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)

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.**

*Karen Steingraber*  
Signature

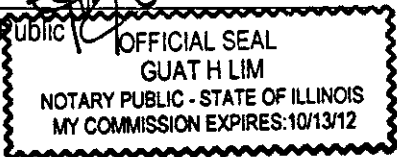
5/11/11  
Date

Karen Steingraber, P.E.  
Name ( Type or Print)

President  
Title

Subscribed and sworn to before me

this 11th day of May 2011

*[Signature]*  
Notary Public 

**SCHEDULE F-2  
DISCLOSURE AFFIDAVIT  
TRAFFIC STUDY SERVICES - PS1853D**

**(COMMISSION'S DISCLOSURE AFFIDAVIT FORM EXECUTED BY CONSULTANT FOLLOWS THIS  
PAGE.)**



**ATTACHMENT A**  
**GENERAL INFORMATION-DISCLOSURE AFFIDAVIT**  
**REQUEST FOR QUALIFICATIONS**  
**TRAFFIC STUDY SERVICES - PS1853**  
**FOR**  
**VARIOUS PROJECT SITES**

Name: Terra Engineering, Ltd.

Address: 225 W. Ohio Street, 4th Fl., Chicago, IL 60654

Telephone No.: 312-467-0123

Federal Employer I.D. #: 36-3853964 Social Security #: \_\_\_\_\_

Nature of Transaction:

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other

**Instructions:** FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Karen Steingraber, as President

(Name) (Title)

and on behalf of Terra Engineering, Ltd.

("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

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

Bidder/Proposer/Contractor is a:  Corporation  LLC  
 Partnership  LLP  
 Joint Venture  Not-for-Profit Corporation  
 Sole Proprietorship  Other



a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

**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
_____	_____ %
_____	_____ %
_____	_____ %

**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 [ ]

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)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 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)

_____	_____
_____	_____
_____	_____

**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)

_____	_____
_____	_____
_____	_____

**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. CONTRACTOR CERTIFICATION

### A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.<sup>3</sup>
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

**C. STATE TAX DELINQUENCIES**

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

NA

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

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

**D. OTHER TAXES/FEEES**

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

NA

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

NA  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)



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

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

#### IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

V. VERIFICATION

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

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

*Karen Steingraber*

Signature of Authorized Officer

Karen Steingraber, PE

Name of Authorized Officer (Print or Type)

President

Title

(312) 467-0123

Telephone Number

State of IL

County of COOK

Signed and sworn to before me on this 15th day of November, 2010 by

Karen Steingraber (Name) as President (Title) of

Terra Engineering, Ltd. (Bidder/Proposer or Contractor)



## Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

**SCHEDULE G  
FORM W-9  
TRAFFIC STUDY SERVICES - PS1853D**

**(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>Karen Steingraber</b>	
	Business name, if different from above <b>Terra Engineering, Ltd.</b>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input 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>225 W. Ohio Street, 4th Floor</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Chicago, IL 60654</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 36   3853964

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>5/11/11</b>
------------------	----------------------------	-----------------------

### 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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**SCHEDULE H  
M/WBE CERTIFICATION FORM  
TRAFFIC STUDY SERVICES - PS1853D**

**(COMMISSION'S M/WBE CERTIFICATION FORM FOLLOWS THIS PAGE)**

**PUBLIC BUILDING COMMISSION PROFESSIONAL SERVICES AGREEMENT  
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       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.

Terra Engineering, Ltd.

**Company Name**

5/11/11

**Date**

Karen Steingraber, P.E.

**Print Name**

**Signature**



**CERTIFICATE OF INSURANCE**

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder TERRA ENGINEERING LTD C/O STEINGRABER, KAREN  
 Address of policyholder 225 W OHIO ST 4<sup>TH</sup> FLOOR  
 Location of operations CHICAGO, IL 60610-4221  
 Description of operations ADDL LOCATION :401 MAIN ST STE 1130 PEORIA ,IL 61602

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
93-KA-5490-6 F	Comprehensive Business Liability	04/10/2011	04/10/12	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input checked="" type="checkbox"/> VALUABLE PAPERS \$5000 LIMIT				Each Occurrence \$ 1,000,000 ✓ General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
93-U6-3103-8F	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	
	Workers' Compensation and Employers Liability	11/03/2010	11/03/2011	Each Occurrence \$ 2,000,000 ✓ Aggregate \$
				Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

ADDITIONAL INSURED: CITY OF CHICAGO  
 PUBLIC BUILDING COMMISSION  
 BOARD OF EDUCATION OF THE CITY OF CHICAGO  
 CHICAGO PARK DISTRICT  
 COOK COUNTY  
 CITY COLLEGES OF CHICAGO

*Mark Lewis*  
 Signature of Authorized Representative

AGENT 05/11/2011  
 Title \_\_\_\_\_ Date \_\_\_\_\_

Agent's Code Stamp

AFO Code 020

*COI - Terra - 18530 Term Agreement - 20110607*  
*00000 - 01 - 14 - 06 - 07*

**CERTIFICATE OF INSURANCE**

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder TERRA ENGINEERING LTD C/O STEINGRABER, KAREN  
 Address of policyholder 225 W OHIO ST 4<sup>TH</sup> FLOOR  
 Location of operations CHICAGO, IL 60610-4221  
 Description of operations ADDL LOCATION :401 MAIN ST STE 1130 PEORIA ,IL 61602

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		
93-KA-5490-6 F	Comprehensive Business Liability	04/10/2011	04/10/12	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:		<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input checked="" type="checkbox"/> VALUABLE PAPERS \$5000 LIMIT		Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Products - Completed Operations Aggregate	\$ 2,000,000
93-U6-3103-8F	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	<input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence	\$ 2,000,000
		11/03/2010	11/03/2011	Aggregate	\$
Workers' Compensation and Employers Liability				Part 1 STATUTORY	
				Part 2 BODILY INJURY	
				Each Accident	\$
				Disease Each Employee	\$
				Disease - Policy Limit	\$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder .30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

PROJECT NAME: TRAFFIC STUDY SERVICES-PS1853 FOR VARIOUS PROJECT SITES

CERTIFICATE HOLDER: PUBLIC BUILDING COMMISSION OF CHICAGO  
 RICHARD J DALEY CENTER, ROOM 200  
 50 WEST WASHINGTON STREET  
 CHICAGO, IL 60602

*Nick Puzan*  
 Signature of Authorized Representative

AGENT \_\_\_\_\_ 05/11/2011  
 Title \_\_\_\_\_ Date

Agent's Code Stamp

AFO Code 020

CONT ON NEXT PAGE



# CERTIFICATE OF INSURANCE

**SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.**

This certifies that:  STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois  
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas, or  
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Terra Engineering LTD.							
ADDRESS OF NAMED INSURED: 225 W. OHIO ST., 4TH FLOOR, CHICAGO, IL 60654							
POLICY NUMBER	562-5770-E27-13C	562-5773-E27-13B					
EFFECTIVE DATE OF POLICY	05/27/10	05/27/10					
DESCRIPTION OF VEHICLE (Including VIN)	2007 NISSAN EXTERRA SPT. 5r1an08wo7c514868	2005 JEEP 1J4GR48X75C544268					
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	1M	1M					
Each Accident	1M	1M					
b. Property Damage							
Each Accident	500	500					
c. Bodily Injury & Property Damage Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Mike Monaghan      AGENT      8946      11/08/2010  
 Signature of Authorized Representative      Title      Agent's Code Number      Date

Name and Address of Certificate Holder PUBLIC BUILDING COMMISSION OF CHICAGO RICHARD J. DALEY CENTER, ROOM 200 50 WEST WASHINGTON ST. CHICAGO, IL 60602 PROJECT NAME: TRAFFIC STUDY SERVICES-PS1853 FOR VARIOUS PROJECT SITES ADDITIONAL INSURED: CITY OF CHICAGO PUBLIC BUILDING COMMISSION BOARD OF EDUCATION OF THE CITY OF CHICAGO CHICAGO PARK DISTRICT, COOK COUNTY CITY COLLEGES OF CHICAGO	Name and Address of Agent MIKE MONAGHAN 2609 W. PETERSON AVE. CHICAGO, IL 60659
---	--

INTERNAL STATE FARM USE ONLY:  Request permanent Certificate of Insurance for liability coverage.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2010

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 Paychex Insurance Agency Inc 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED TERRA ENGINEERING LTD 225 W OHIO STREET 4TH FLOOR CHICAGO, IL 60654	INSURER A:	AG INSURANCE
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      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.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR WSR   WVG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY   <input type="checkbox"/> PRO   <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - CDM/POP AGG \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	003788046	05/26/2010	05/26/2011	WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 107, Additional Remarks Schedule, if more space is required)  
**PROJECT: TRAFFIC STUDY SERVICES - PS1853 FOR VARIOUS PROJECT SITES**

CERTIFICATE HOLDER PUBLIC BUILDING COMMISSION OF CHICAGO RICHARD J. DALEY CENTER, ROOM 200 50 WEST WASHINGTON STREET 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 <i>Deane Swoboda</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/11/2011

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).

<b>PRODUCER</b> Willis of Illinois, Inc. 233 S. Wacker Drive Suite 2000 Chicago IL 60606	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: ACE American Insurance Co.		22667
<b>INSURED</b> Terra Engineering, Ltd. Ms. Karen Steingraber 225 West Ohio Street, 4th Floor Chicago IL 60654		
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**COVERAGES**                      **CERTIFICATE NUMBER:** 154090752                      **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			BONN01879674007	3/1/2011	3/1/2012	\$2,000,000    Per Claim \$2,000,000    Aggregate <input checked="" type="checkbox"/>

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

Re: Project - Traffic Study Services - PS1853 for Various Project Sites

### CERTIFICATE HOLDER

### CANCELLATION

Chicago Park District Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington, 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4786 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRA  
(Scheduled)**

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number: 93-KA-5490-6**

**Named Insured:**

**TERRA ENGINEERING LTD  
C/O STEINGRABER, KAREN  
225 W OHIO ST STE 400  
CHICAGO IL 60654-7851**

**Name And Address Of Additional Insured Person Or Organization:**

**THE USER AGENCY, CITY OF CHICAGO, PUBLIC BUILDING COMMISSION, BOARD OF  
THE CITY OF CHICAGO, CHICAGO PARK DISTRICT, COOK CO, CITY COLLEGES OF CHICAGO  
RICHARD J DALEY CTR ROOM 200  
50 W WASHINGTON ST  
CHICAGO IL 60602**

**1. SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY is amended to include, as an additional insured, any person or organization 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:**

**a. Ongoing Operations**

- (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 that additional insured; or**

**b. Products-Completed Operations**  
"Your work" performed for that insured and included in the completed operations hazard".

- 2. Any insurance provided to the additional insured shall only apply with respect to a "suit" brought for damages for which you are provided coverage.**
- 3. Primary Insurance.** The insurance of the additional insured shall be primary. Any insurance carried by the insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in this endorsement is cancelled.

All other policy provisions apply.

CMP-4786





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4786 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRA (Scheduled)**

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number: 93-KA-5490-6**

**Named Insured:**

**TERRA ENGINEERING LTD  
C/O STEINGRABER, KAREN  
225 W OHIO ST STE 400  
CHICAGO IL 60654-7851**

**Name And Address Of Additional Insured Person Or Organization:**

**THE USER AGENCY, CITY OF CHICAGO, PUBLIC BUILDING COMMISSION, BOARD OF  
THE CITY OF CHICAGO, CHICAGO PARK DISTRICT, COOK CO, CITY COLLEGES OF CHICAGO  
RICHARD J DALEY CTR ROOM 200  
50 W WASHINGTON ST  
CHICAGO IL 60602**

**1. SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization 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:

**a. Ongoing Operations**

- (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 that additional insured; or

**b. Products-Completed Operatic**

"Your work" performed for that insured and included in the completed operations hazard".

- 2.** Any insurance provided to the insured shall only apply with respect made or a "suit" brought for da which you are provided coverage.
- 3.** Primary Insurance. The insuranc the additional insured shall be prir ance. Any insurance carried by the insured shall be noncontributory w to coverage provided by you.

There will be no refund of premium in this endorsement is cancelled.

All other policy provisions apply.

CMP-4786



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number: 93-KA-5490-6**

**Named Insured:**

**TERRA ENGINEERING LTD  
C/O STEINGRABER, KAREN  
225 W OHIO ST STE 400  
CHICAGO IL 60654-7851**

**Name and Address of Person or Organization:**

**THE USER AGENCY, CITY OF CHICAGO, PUBLIC BUILDING COMMISSION, BOARD OF  
THE CITY OF CHICAGO, CHICAGO PARK DISTRICT, COOK CO, CITY COLLEGES OF CHICAGO  
RICHARD J DALEY CTR ROOM 200  
50 W WASHINGTON ST  
CHICAGO IL 60602**

The following is added to Paragraph 10.b. of SECTION I AND SECTION II — COMMON CONDITIONS:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

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This endorsement modifies insurance provided under the following:  
**BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE**

**Policy Number: 93-KA-5490-6**

**Named Insured:**

**TERRA ENGINEERING LTD  
C/O STEINGRABER, KAREN  
225 W OHIO ST STE 400  
CHICAGO IL 60654-7851**

**Name and Address of Person or Organization:**

**THE USER AGENCY, CITY OF CHICAGO, PUBLIC BUILDING COMMISSION, BOARD OF  
THE CITY OF CHICAGO, CHICAGO PARK DISTRICT, COOK CO, CITY COLLEGES OF CHICAGO  
RICHARD J DALEY CTR ROOM 200  
50 W WASHINGTON ST  
CHICAGO IL 60602**

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMERCIAL CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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2702 Ireland Grove Road  
Bloomington, IL 61709-0001

**Policy Number** 93-KA-5490-6

F-01-1304-F020 F U

**Policy Period** 12 Months  
**Effective Date** APR 10 2011  
The policy period begins and ends at time at the premises location.

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**Named Insured**

TERRA ENGINEERING LTD  
C/O STEINGRABER, KAREN  
225 W OHIO ST STE 400  
CHICAGO IL 60654-7851

**Agent and Mailing Address**  
NICK PERISIN  
725 W 31ST ST  
CHICAGO IL 60616-3006

PHONE: (312) 791-0099

**Office Policy**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder compliance with the policy provisions or as required by law.

**Entity:** Individual

**Reason for Declarations:** Your policy is amended MAY 16 2011  
ADDITIONAL INSURED ADDED  
FORM CMP-4786 ADDED  
FORM CMP-4787 ADDED

Endorsement Premium Increase \$ 44.00

Discounts Applied:  
Renewal Year  
Years in Business  
Enclosed Building  
Protective Devices  
Sprinkler  
Claim Record

Prepared  
MAY 25 2011  
CMP-4000

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Continued on Reverse Side of Page

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DECLARATIONS (CONTINUED)

Office Policy for TERRA ENGINEERING LTD  
Policy Number 93-KA-5490-6

Equipment Breakdown \$500

Other deductibles may apply - refer to policy.

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT
Accounts Receivable	
On Premises	See
Off Premises	See
Arson Reward	
Back-Up Of Sewer Or Drain	See
Collapse	
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage
Debris Removal	25% of cov
Equipment Breakdown	
Fire Department Service Charge	
Fire Extinguisher Systems Recharge Expense	
Forgery Or Alteration	
Glass Expenses	
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	
Money And Securities (Off Premises)	See
Money And Securities (On Premises)	See
Money Orders And Counterfeit Money	

Prepared  
MAY 25 2011  
CMP-4000

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Continued on Reverse Side of Page

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DECLARATIONS (CONTINUED)

Office Policy for TERRA ENGINEERING LTD  
Policy Number 93-KA-5490-6

	Valuable Papers and Records (On Premises)	\$50,
	Valuable Papers and Records (Off Premises)	\$15,
0002	Accounts Receivable (On Premises)	\$50,
	Accounts Receivable (Off Premises)	\$15,
	Back-Up Of Sewer Or Drain	\$15,
	Money And Securities (Off Premises)	\$5,
	Money And Securities (On Premises)	\$10,
	Outdoor Property	\$5,
	Property Of Others (applies only to those premises provided Coverage B - Business	\$2,
	Personal Property)	
	Signs	\$2,
	Valuable Papers and Records (On Premises)	\$50,
	Valuable Papers and Records (Off Premises)	\$15,

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

The coverages and corresponding limits shown below are the most we will pay regardless of the nu described premises shown in these Declarations.

COVERAGE	L IN:
Dependent Property - Loss Of Income	
Employee Dishonesty	
Utility Interruption - Loss Of Income	
Loss Of Income And Extra Expense	Actual Loss Sustained -

**SECTION II - LIABILITY**

COVERAGE	L IN:
Coverage L - Business Liability	\$1
Coverage M - Medical Expenses (Any One Person)	
Damage To Premises Rented To You	

Prepared  
MAY 25 2011  
CMP-4000

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Continued on Reverse Side of Page



DECLARATIONS (CONTINUED)

Office Policy for TERRA ENGINEERING LTD  
Policy Number 93-KA-5490-6

Interest Type: Addl Insured-Section II  
Endorsement #: CMP4788  
Loan Number: N/A

THE LEXINGTON HOUSE CORP  
A DELAWARE CORPORATION  
3225 N DRIES LN  
PEORIA IL 616041268

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This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President at Bloomington, Illinois.

*Lynne M. Yowell*  
Secretary

*Edward D. Kurtz Jr.*  
President

Prepared  
MAY 25 2011  
CMP-4000

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Continued on Reverse Side of Page



2702 Ireland Grove Road  
Bloomington, IL 61709-0001

<b>Policy Number</b>	<b>93-KA-5490-6</b>
<b>Policy Period</b>	<b>Effective Date</b>
12 Months	APR 10 2011
The policy period begins and ends at time at the premises location.	

F-01-1304-F020 F U

**Named Insured**

TERRA ENGINEERING LTD  
C/O STEINGRABER, KAREN  
225 W OHIO ST STE 400  
CHICAGO IL 60654-7851

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder compliance with the policy provisions or as required by law.

**Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8782                      Inland Marine Conditions  
FE-8743                      Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
MAY 25 2011  
FD-6007

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