



**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
www.pbcchicago.com

**PROFESSIONAL SERVICES  
AGREEMENT**

**TRAFFIC STUDY SERVICES (PS2064F)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**TERRA ENGINEERING, LTD.**

**FOR**

**TRAFFIC STUDY SERVICES (PS2064F)**

**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
www.pbcchicago.com

<b>FIRM NAME:</b>	Terra Engineering, Ltd.
<b>CONTACT NAME:</b>	Karen Steingraber, P.E.
<b>CONTACT TELEPHONE:</b>	312-467-0123
<b>CONTACT EMAIL:</b>	ksteingraber@terraengineering, Ltd.
<b>ADDRESS:</b>	225 W. Ohio Street, 4th Floor, Chicago, IL 60654

**Mayor Rahm Emanuel**  
Chairman

Felicia S. Davis  
Executive Director

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**EXECUTION PAGE**  
**TRAFFIC STUDY SERVICES – PS2064F**

**THIS AGREEMENT** effective as of January 1, 2016, 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 W. Ohio Street, 4th Floor, Chicago, IL 60654 (the "**Consultant**").  
Address City State Zip

**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 the Agreement (the "Services") contained herein, 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 of this Agreement, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

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

EXECUTION PAGE  
TRAFFIC STUDY SERVICES - PS2064F

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Date: \_\_\_\_\_

Mayor Rahm Emmanuel  
Chairman

ATTEST:

Lori Ann Lypson

Date: 2/9/16

Lori Ann Lypson  
Secretary

CONSULTANT: Terra Engineering, Ltd.

[Signature]

Date: 01/18/16

~~XXXXXX~~ Executive Vice President

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Cook

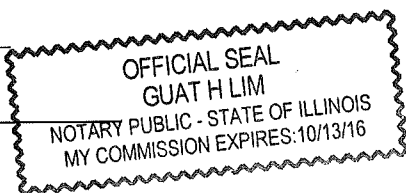
State of: Illinois

Subscribed and sworn to before me by Jamil Bou-Saab and Executive Vice President  
on behalf of Consultant this 18th day of January, 20 16.

[Signature]  
Notary Public

My Commission expires: 10/13/16

(SEAL OF NOTARY)



Approved as to form and legality:

Annex L. Fred

Date: 1-28-16

Neal & Leroy, LLC

**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. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.
  - g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
  - h. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Qualifications response.
  - i. **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 Section IV of the Request for Qualifications response and the assigned Task Order.
  - j. **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.
  - k. **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.
3. **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.
4. **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.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
  6. **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. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [www.pbcchicago.com/pdf/RES\\_PBC\\_ecr\\_CodeofEthicsConsolApril%202013\\_20130405.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf) and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **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.
- f. **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.
- g. **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.

- h. **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.
- i. **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.
- j. **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.

7. **Term.**

- a. The term of this Agreement is two (2) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
  - 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.
8. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$300,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. 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.



9. **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.
  - 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.
10. **Indemnification of Commission and Third Party Vendors.** 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 and any third party hosting site or disaster recovery site 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.
11. **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 ATTACHMENT E.
12. **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 given 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.
13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, 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.
  14. **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.
  15. **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.]
  16. **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.

17. **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.

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## SCHEDULE B SCOPE OF SERVICES

### **B.1. 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:

#### **B.2.1. Data Collection:**

*B.2.1.1. 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.

*B.2.1.2. 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.

*B.2.1.3. 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.

*B.2.1.4. Existing Conditions Summary Exhibit:* The Consultant shall prepare an existing conditions diagram summarizing the identified field conditions.

#### **B.2.2. Field Investigation:**

*B.2.2.1. 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.

*B.2.2.2. 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.

*B.2.2.3. 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.

#### **B.2.3. Trip Generation and Traffic Assignment**

*B.2.3.1. 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.

B.2.3.2. *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.

B.2.3.3. *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.

#### **B.2.4. Analysis and Recommendation**

B.2.4.1. *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.

B.2.4.2. *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

#### **B.2.5. 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.

B.2.5.1 *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.

**B.2.6. Additional Studies (if needed)**

*B.2.6.1. 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.

*B.2.6.2 Parking Facility Analysis:* The Consultant shall analyze and make recommendation for impacts due to a parking garage associated with the project.

B.2.6.3 Perform counts on Specific modes of transportation (car, bike, bus, and walk).

B.2.6.4 Compile and assemble all information needed to draft a traffic management plan.

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**SCHEDULE C**  
**COMPENSATION OF THE CONSULTANT**

**C.1 CONSULTANT'S FEE**

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on a negotiated, lump sum fee basis ("Fee"). However, the Commission reserves the right to request hourly rates from the firm to serve as the informational basis for the calculation of the lump sum 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.1.3 Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement in writing (via contract addendum).

**C.2 METHOD OF PAYMENT**

- .2.1 **Invoices.** The Consultant will submit invoices, via CW, to the Commission for Services performed that will be paid in one lump sum after all Services required by each Task Order have been completed to the reasonable satisfaction of the Commission.

Each invoice must reference the contract number, task order number, project name and include reasonable detail to sufficiently describe the services performed. At its discretion, the Commission may require detail and data relating 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 reports must identify any variances from budget or schedule and explain reasons for any such variance(s).

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

## SCHEDULE D INSURANCE REQUIREMENTS

In general, unless otherwise specified in the assigned Task Order, 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 \$1,000,000 each accident, illness or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners 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 and Owners must be named as Additional Insured on a primary, non-contributory basis.

#### **D.1.4. Professional Liability**

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. 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 Owners 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 and Owners 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.

Consultant must submit the following:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
  - a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 1001 or similar

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/19/2016

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).

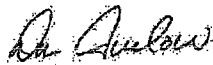
<b>PRODUCER</b> Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C, No, Ext):</b> (877) 945-7378	<b>FAX (A/C, No):</b> (888) 467-2378
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Argonaut Insurance Company</b>		<b>19801</b>
<b>INSURED</b>  Terra Engineering, Limited 225 W. 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:**                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    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 / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liab.</b>			<b>IAE1267801</b>	<b>03/01/2015</b>	<b>03/01/2016</b>	<b>Per Claim/Aggregate: 5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Traffic Study Services- Project No. PS2064F

<b>CERTIFICATE HOLDER</b>  Public Building Commission of Chicago Richard J. Daley Center 50 W. Washington, Room 200 Chicago, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2015

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> Marsh Sponsored Programs a division of Marsh USA Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-338-1391      FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: aceclientrequest@marsh.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Terra Engineering, Ltd. 225 W. Ohio Street, 4th Floor Chicago, IL 60654	<b>INSURER A:</b> Sentinel Insurance Company Ltd      11000	
	<b>INSURER B:</b> Trumbull Insurance Company      27120	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC			84SBWUH2827 Prof. Liab. Excl.	05/27/2015	05/27/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			84UEGPY4367	05/27/2015	05/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$10,000			84SBWUH2827	05/27/2015	05/27/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WBGAA7649	05/26/2015	05/26/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: For Verification Purposes Only.

**CERTIFICATE HOLDER**      **CANCELLATION**

Terra Engineering, Ltd. Proof of Coverage 225 W Ohio Street 4th Floor Chicago, IL 60654	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>Jeff Connelly</i>
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**SCHEDULE E**  
**KEY PERSONNEL**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**JAMIL BOU-SAAB, PE**

Executive Vice President / Principal-in-Charge



Mr. Bou-Saab offers more than 25 years of professional experience as project engineer, project manager, and as business owner. He has provided leadership in the design and management of infrastructure for municipal capital improvements, highway and traffic improvements and site development projects. As Principal-in-Charge, Mr. Bou-Saab has been involved in the development of streetscape improvements, bicycle and pedestrian paths, riverfront sites and parks. Recent project experience includes:

**LUCAS MUSEUM OF NARRATIVE ART / Chicago, Illinois / Principal-in-Charge / TERRA** is providing civil engineering, traffic engineering and surveying services for the new Lucas Museum of Narrative Art (LMNA). The 400,000 square-foot state-of-the-art museum and 285,000 square-foot parking structure will find a home on Chicago's lakefront and become a part of the historic Museum Campus. TERRA's staff is focused upon developing innovative solutions for the project's challenges including hydraulics, hydrology, utilities and traffic.

**EDUCATION**

Master of Science in Construction Management, Marquette University, Milwaukee, WI, 1986

Bachelor of Science in Civil Engineering, Marquette University, Milwaukee, WI, 1984

**LICENSES / CERTIFICATES**

Professional Engineer, IL, 1992  
Professional Engineer, WI, 1992

**PROFESSIONAL AFFILIATIONS**

Facilities Committee of the Board of Education, District 97, Village of Oak Park, Chairman  
Technology Subcommittee of IDOT/American Council of Engineering Companies, Region 1, Chairman  
The Science Advisory Committee, Carthage College, Wisconsin, Member  
Peoria Sustainability Commission, Member  
American Public Works Association, Member  
American Society of Civil Engineers, Member  
Innovative Conference on Asphalt and Transportation, Committee Member  
Citizen Council of Oak Park River Forest High School, Member  
Children's Hospital of University of Illinois - Chicago, Board Member

**WRIGLEY FIELD'S 1060 PROJECT / Chicago, Illinois / Principal-in-Charge / TERRA** is the civil engineer of record for all phases of the Wrigley Field Renovation project. Improvements include expansion to the iconic Wrigley Field ballpark, including drainage analysis and engineering to mitigate historical water management issues. In addition to work at the ballpark, TERRA is designing the grading, drainage, and underground utilities for a new plaza and office building on the west side of the ballpark. TERRA is utilizing the latest in BIM technology for civil engineering practice to assist in analyzing sewer hydraulics and conflicts with existing and proposed utilities.

**DOWNTOWN TRAFFIC AND PARKING STUDY / Clarendon Hills, Illinois / Senior Traffic Engineer / TERRA** completed a traffic and parking study in downtown Clarendon Hills. Centered around a Metra BNSF commuter rail station serving approximately 800 riders a day (2006 data), downtown Clarendon Hills has only one at-grade railroad crossing to serve the entire community. According to IDOT, approximately 3,250 motorists a day cross the railroad tracks at Prospect Avenue, frequently delayed by the approximately 140 trains a day using the BNSF line. TERRA performed a traffic study comprised of nine intersection counts using Miovision video collection units (VCUs) to collect vehicular, cyclist, and pedestrian data. TERRA also performed a two-day parking study of 524 parking spaces throughout downtown Clarendon Hills, including business, residential, and commuter parking. The parking study involved collecting data on 20 minute intervals at every parking space throughout the area recording data on, parking restrictions, occupancy and turnover of each space and parking area. With this data, TERRA will perform a full traffic study of the area and recommend improvements to the Prospect Avenue railroad crossing and nearby intersections to improve vehicular flow and enhance pedestrian and cyclist safety. TERRA also recommended changes to the parking areas to make more efficient use of the available spaces to better meet the needs of the Village.

**ROOSEVELT ROAD STREETScape IMPROVEMENTS / Oak Park, Berwyn, Cicero, Illinois / Principal-in-Charge / As the engineering member of the streetscape planning team, TERRA** assisted in shaping the concept and focus of the project along the state highway bordering the communities. Prepared the Project Development Report while simultaneously preparing the design documents for the work. The project involved the replacement of 1.5 miles of curb; sidewalk and driveway reconstruction; storm sewer; variable HMA pavement milling and resurfacing; streetlight removal and replacement; temporary traffic signals; and construction of streetscape amenities such as ornamental lighting, planters and trees.

## JAMIL BOU-SAAB, PE

Executive Vice President / Principal-in-Charge



### EDUCATION

Master of Science in Construction Management, Marquette University, Milwaukee, WI, 1986

Bachelor of Science in Civil Engineering, Marquette University, Milwaukee, WI, 1984

### LICENSES / CERTIFICATES

Professional Engineer, IL, 1992  
Professional Engineer, WI, 1992

### PROFESSIONAL AFFILIATIONS

Facilities Committee of the Board of Education, District 97, Village of Oak Park, Chairman  
Technology Subcommittee of IDOT/American Council of Engineering Companies, Region 1, Chairman  
The Science Advisory Committee, Carthage College, Wisconsin, Member  
Peoria Sustainability Commission, Member  
American Public Works Association, Member  
American Society of Civil Engineers, Member  
Innovative Conference on Asphalt and Transportation, Committee Member  
Citizen Council of Oak Park River Forest High School, Member  
Children's Hospital of University of Illinois - Chicago, Board Member

**MARION STREET STREETScape** / Oak Park, Illinois / Principal-in-Charge / The complete streetscape overhaul of several blocks of Marion Street required extensive coordination with all utilities, Chicago Transit Authority, Pace Bus, Union Pacific Railway, Metra, and the Village of Oak Park. This project was completed on time with an aggressive schedule.

**CHICAGO PUBLIC SCHOOLS** / Chicago, Illinois / Principal-in-Charge of Planning and Design. Provided construction documents for more than 10 new public schools, including grading, drainage and pavement design. The construction documents included site demolition, site dimensional control, site grading and stormwater management and detention, utility connections, and site details. TERRA provided permit assistance with the City of Chicago.

**CHICAGO PUBLIC SCHOOLS CAPITAL IMPROVEMENT PROGRAM** / Chicago, Illinois / Provided principal civil engineering for the following schools receiving improvements as part of the capital improvement program: Brown Elementary School, Medill Intermediate School, Chappel Elementary School, Montefiore Special School, Gage Park High School, Mount Vernon Elementary School, Hanson Park School, Ogelsby Elementary School, Lewis Elementary School and Park Manor Elementary School.

**HYDE PARK STREETScape** / Chicago, Illinois / Principal-in-Charge / Responsible for working with the University of Chicago to develop conceptual streetscape improvements and order of magnitude cost for five streets within and around the University of Chicago main campus. Conceptual designs focused on the University and Chicago Department of Transportation's (CDOT) desire to incorporate the principles of "Complete Streets" and CDOT's new "Sustainable Infrastructure Design Guidelines and Policies".

**LAKE STREET** / Oak Park, Illinois / Principal-in-Charge / This resurfacing project comprised the preparation of documents for Phase I, II and III and included streetscape, sewer and water main installation, curb and gutter/sidewalk replacement, street lighting/traffic signal installation and street signage and striping.

**IDOT - I-74/155 INTERCHANGE RECONSTRUCTION** / Morton, Illinois / Principal-in-Charge / Phase I traffic management analysis and location drainage study. Project includes planning for the reconstruction of seven bridges and adjacent interstate highway pavement surrounding this complex and busy interchange. The location drainage study for the project was prepared to detail the impact of the proposed improvements. Hydraulic modeling was completed for interchange culverts and downstream outlet restrictions in order to establish profile and interchange drainage perimeters.

**HYATT REGENCY MCCORMICK PLACE EXPANSION** / Chicago, Illinois / Principal-in-Charge / TERRA was responsible for the surveying and civil engineering aspects of this LEED Silver certified project. TERRA completed a survey of two city blocks to accommodate plan and profile engineering work to connect the project's storm sewer to the deep tunnel. In addition, TERRA improved the site's convenience through the expansion of the existing driveway and drop-off areas.

**DEARBORN HOMES** / Chicago, Illinois / Principal-in-Charge / Provided site development and stormwater detention for this large scale, 13-acre phased Chicago Housing Authority development. Work included the design, coordination and relocation of all new underground utilities for site including electrical, gas, storm-sewer and water services for the site and for all of the buildings.

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

LICENSE NO.  
**062.047537**

EXPIRES:  
**11/30/2015**

### LICENSED PROFESSIONAL ENGINEER

JAMIL F BOU-SAAB  
1023 HOME AVE  
OAK PARK, IL 60304



*Manuel Flores*

MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*

JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

8044923

**M. CHRIS HUTCHINSON, PE, PTOE**

Project Manager / Senior Traffic Engineer

**EDUCATION**

Bachelor of Science in Civil Engineering, Washington University, St. Louis, MO, 1996

**LICENSES / CERTIFICATES**

Professional Engineer, IL, 2007  
Professional Engineer, MO, 2003  
Professional Engineer, KS, 2007  
Professional Traffic Operations Engineer (PTOE), 2005

**PROFESSIONAL AFFILIATIONS**

Engineers Club of St. Louis,  
Board of Directors 2008-2010  
Board of Directors 2013-2015  
Institute of Transportation Engineers  
Transportation Engineering  
Association of Metropolitan  
St. Louis

**SPEAKING ENGAGEMENTS**

North American Travel Monitoring  
Exposition and Conference  
(NATMEC) – 2014  
“Utilizing Video Data for Improved  
Traffic Analysis”  
Miovision Client Case Study –  
August 2013  
“Multi-Modal Traffic Data with  
TERRA Engineering”

Mr. Hutchinson has acquired more than 15 years of experience in providing civil and traffic engineering services for a variety of projects and clients. As one of only 2,788 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 projects from planning through construction for both public and private clients. His design duties have included the traffic modeling and analysis, traffic signal design, and development of plans and specifications for major roadway projects. These projects include interstate highways, tollways, interchange design studies, and major arterial streets. Some of his most recent projects include:

**LUCAS MUSEUM OF NARRATIVE ART / Chicago, Illinois / Senior Traffic Engineer /** TERRA is providing civil engineering, traffic engineering and surveying services for the new Lucas Museum of Narrative Art (LMNA). The 400,000 square-foot state-of-the-art museum and 285,000 square-foot parking structure will find a home on Chicago's lakefront and become a part of the historic Museum Campus. As the Senior Traffic Engineer, Chris has collected traffic data throughout Chicago's Museum Campus to determine how LMNA traffic would fit into the overall traffic picture around the museums.

**DOWNTOWN TRAFFIC AND PARKING STUDY / Clarendon Hills, Illinois / Senior Traffic Engineer /** TERRA completed a traffic and parking study in downtown Clarendon Hills. Centered around a Metra BNSF commuter rail station serving approximately 800 riders a day (2006 data), downtown Clarendon Hills has only one at-grade railroad crossing to serve the entire community. According to IDOT, approximately 3,250 motorists a day cross the railroad tracks at Prospect Avenue, frequently delayed by the approximately 140 trains a day using the BNSF line. TERRA performed a traffic study comprised of nine intersection counts using Miovision video collection units (VCUs) to collect vehicular, cyclist, and pedestrian data. TERRA also performed a two-day parking study of 524 parking spaces throughout downtown Clarendon Hills, including business, residential, and commuter parking. The parking study involved collecting data on 20 minute intervals at every parking space throughout the area recording data on, parking restrictions, occupancy and turnover of each space and parking area. With this data, TERRA will perform a full traffic study of the area and recommend improvements to the Prospect Avenue railroad crossing and nearby intersections to improve vehicular flow and enhance pedestrian and cyclist safety. TERRA also recommended changes to the parking areas to make more efficient use of the available spaces to better meet the needs of the Village.

**INTRINSIC CHARTER SCHOOL / Chicago, Illinois / Traffic Engineer /** Traffic Engineer for the project to build a new school on Belmont Avenue in Chicago. Chris led the data collection effort and then created traffic models for five intersections comprising the study area around the school to evaluate the impact of the new facility on the traffic network. Scenarios analyzed included existing, opening day, future no-build and future conditions. Chris evaluated both vehicular and pedestrian levels of service and calibrated delay based on video from the traffic counts for congested side streets. The analysis also evaluated the proposed U-shaped pick-up and drop-off lane at the school and accessibility of transit to the new school.

**ORIOLE PARK ELEMENTARY SCHOOL ADDITION / Chicago, Illinois / Traffic Engineer /** Traffic Engineer for the addition to the Oriole Park School which would increase the enrollment of the school from 660 to around 1,050. The study collected existing vehicle, pedestrian and bicycle data at the site and observed how the temporary road closures in the neighborhood during pick-up and drop-off affected traffic. The study modeled the expected volumes of pedestrians and vehicles with the school expansion and suggested potential mitigation measures to handle the increase in peak traffic.

\*Experience prior to joining TERRA Engineering, Ltd.



**M. CHRIS HUTCHINSON, PE, PTOE**

Project Manager / Senior Traffic Engineer

**EDUCATION**

Bachelor of Science in Civil Engineering, Washington University, St. Louis, MO, 1996

**LICENSES / CERTIFICATES**

Professional Engineer, IL, 2007  
Professional Engineer, MO, 2003  
Professional Engineer, KS, 2007  
Professional Traffic Operations Engineer (PTOE), 2005

**PROFESSIONAL AFFILIATIONS**

Engineers Club of St. Louis,  
Board of Directors 2008-2010  
Board of Directors 2013-2015  
Institute of Transportation Engineers  
Transportation Engineering  
Association of Metropolitan  
St. Louis

**SPEAKING ENGAGEMENTS**

North American Travel Monitoring  
Exposition and Conference  
(NATMEC) – 2014  
“Utilizing Video Data for Improved  
Traffic Analysis”  
Miovision Client Case Study –  
August 2013  
“Multi-Modal Traffic Data with  
TERRA Engineering”

**TURF FIELD AT NATIONAL TEACHERS ACADEMY / Chicago, Illinois / Traffic Engineer /**  
Traffic Engineer for a traffic study which evaluated the installation of a new turf practice field near the National Teachers Academy School near Cermak and State Street in Chicago. The data collection phase included collecting bicycle, pedestrian and vehicle data at six intersections near the site. TERRA then analyzed the existing conditions and proposed impact created by the new field. The analysis included evaluating changing some surrounding streets to one-way as well as evaluating the availability of parking near the site.

**THE LANGHAM HOTEL - 330 N. WABASH / Chicago, Illinois / Traffic Engineer / Traffic Engineer** for this renovation project which converted 14 floors of the historic IBM Building into a luxury hotel. Traffic engineering services included performing a traffic study to evaluate the possibility of providing a median cut to allow a U-turn movement for valet service and the taxis serving the hotel. TERRA performed a gap study to determine available gaps in traffic for this maneuver to evaluate the safety impact. TERRA also collected traffic data at six locations around the hotel site and utilized the data to analyze a bus loading site, valet service at two locations, and pedestrian crossings of both State Street and Wabash Avenue at midblock pedestrian crossings.

**MORGAN PARK SPORTS CENTER / Chicago, Illinois / Traffic Engineer / TERRA Engineering** provided site development and traffic engineering services for the construction of a new ice rink and gymnastics complex in the Morgan Park neighborhood. The project proposed the closing of existing 115th Street at Western Avenue to accommodate the new site. Residents of the neighborhood were concerned the closure would increase cut-through traffic on other streets in the neighborhood as commuters tried to reach the neighborhood Metra station. TERRA's traffic evaluation included collecting the existing traffic data and then recollecting data during a temporary closure of the roadway which lasted for a month to determine the changes in traffic flow patterns through the Morgan Park neighborhood as a result of the closure. TERRA's evaluation included data collection at 16 intersections in the neighborhood, creation of before and after traffic models, before and after travel time runs, comparison of changes in peak hour volumes and 15-minute variations in traffic flows and suggested potential mitigation measures to be considered. TERRA prepared a detailed report for the project and presented the findings at a public neighborhood open house.

**MAIN AND UNIVERSITY INTERSECTION IMPROVEMENTS / Peoria, Illinois / Traffic Engineer / TERRA** worked with the City of Peoria on an aggressive design-build project that included replacement of a water main, landscaping and aesthetic enhancements, pedestrian upgrades and new signals. The intersection features a raised “tabletop” which places the focus on pedestrians and the signal includes an all pedestrian phase which allows diagonal crossing. The project was expanded to include several midblock crosswalks serving Bradley University and additional neighborhood traffic calming to prevent neighborhood cut-through traffic from the reduced intersection capacity. Chris provided traffic engineering services for this project including collection of existing, construction and post-construction vehicle and pedestrian data. In addition Chris created traffic simulation models to determine the impact on traffic during the construction closure and the post construction reduction of lanes. This included evaluation and suggestion of regional detour routes around the intersection. Chris also designed the new traffic and pedestrian signals as well as recommended signal timings for the all pedestrian phase at the intersection.

**TRAFFIC DATA COLLECTION SERVICES / Various Locations / Various Clients /** Chris oversees TERRA's traffic data collection team with a special emphasis placed in the area of video turning movement counts. TERRA works with several equipment manufacturers, several municipalities and numerous consulting engineering firms.

\*Experience prior to joining TERRA Engineering, Ltd.

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

LICENSE NO.  
**062.059625**

EXPIRES:  
**11/30/2015**

LICENSED  
PROFESSIONAL ENGINEER

MICHAEL CHRISTOPHER HUTCHINSON  
7407 DEVONSHIRE AVE  
SHREWSBURY, MO 63119



*Manuel Flores*

MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*

JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**8163074**

# Transportation Professional Certification Board Inc.

*certifies that*

## Michael Christopher Hutchinson

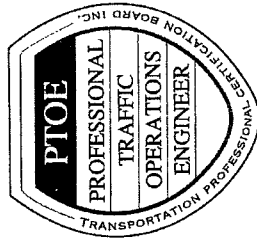
*has met all of the requirements established by the Certification Board  
to use the title of*

### PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

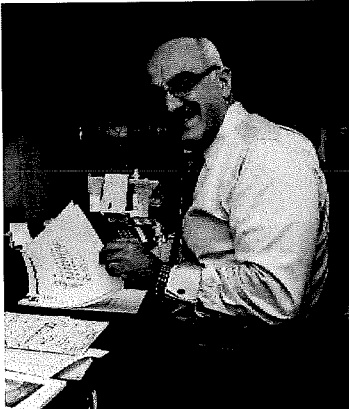
*Unless withdrawn by the Certification Board, this certificate number 1797  
issued in Washington, D.C. is subject to the provisions for renewal*

*November 17, 2008*

*Steven D. Hofener*  
Chair



*Thomas Hutchinson*  
Executive Director



Mr. Ghareeb has more than 28 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, 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 TRAFFIC DATA COLLECTION ANALYSIS /** Districts 4, 6, 7, 8, and 9 / Served as Project Manager for the collection and analysis of traffic data projects throughout Districts 4, 6, 7, 8 and 9, which included the use of Miovision video collection units, Hi-Star lane counters, 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.

#### EDUCATION

Master of Science in Civil Engineering, Bradley University, Peoria, IL, 1985

Bachelor of Science in Civil Engineering, Bradley University, Peoria, IL, 1985

#### LICENSES / CERTIFICATES

Professional Engineer, IL  
Professional Engineer, MO  
Certified Project Manager, IL, CDB  
Certified Documentation of Contract Quantities, IDOT  
Certified Value Engineering - Module I Training Workshop, IDOT  
Professional Advancements of Career Engineers (PACE), IDOT

#### PROFESSIONAL AFFILIATIONS

Civil Engineering and Construction Department Advisory Board, Member, Bradley University, Peoria, IL  
Civil Engineering and Construction Department Instructor, Bradley University, Peoria, IL  
Subdivision Association, Director, Northbrook, IL  
American Society of Civil Engineers, Regional Governor

#### AWARDS / RECOGNITION

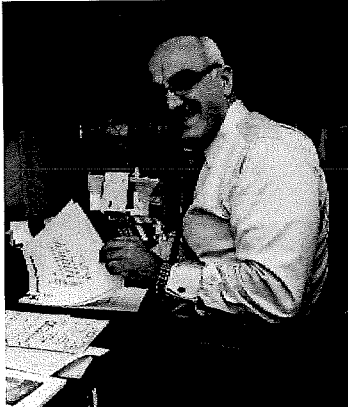
Tau Beta Pi Honor Society  
Chi Epsilon Honor Society  
Strathmore's Who's Who in Leadership and Achievements Profession

**IDOT EASTERN BYPASS PROJECT (CSS) /** Metropolitan Peoria, Illinois / 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.

**WASHINGTON STREET IMPROVEMENTS /** Peoria, Illinois / As the Project Manager, responsible for overseeing the traffic data collection, public involvement and traffic control plans services that TERRA provided for this project. Directly involved with the development of public meeting mailings, handouts, exhibits and other materials required for public involvement process that was similar to Context Sensitive Solution (CSS) methods. Coordinated meetings with the Washington St. Advisory Group and other key stakeholders in the project.

**TIGER II WAREHOUSE DISTRICT IMPROVEMENTS /** Peoria, Illinois / Involved as Project Manager in Phase I and Phase II development of this critical project for the City of Peoria. Led the public involvement process, which included the coordination efforts and development of documents for the Public Meetings. Oversaw development of traffic impact study and traffic data collection for Phase I. Managed design of Phase II roadway plans, specifications, and design.

**MAIN AND UNIVERSITY INTERSECTION IMPROVEMENTS /** Peoria, Illinois / Principal-in-Charge / TERRA worked with the City of Peoria on an aggressive design-build project that included replacement of a water main, landscaping and aesthetic enhancements, pedestrian upgrades and new signals. The intersection features a raised "tabletop" which places the focus on pedestrians and the signal includes an all pedestrian phase which allows diagonal crossing. The project was expanded to include several midblock crosswalks serving Bradley University and additional neighborhood traffic calming to prevent neighborhood cut-through traffic from the reduced intersection capacity. TERRA provided traffic engineering services for this project including collection of existing, construction and post-construction vehicle and pedestrian data. In addition TERRA created traffic simulation models to determine the impact on traffic during the construction closure and the post construction reduction of lanes. This included evaluation and suggestion of regional detour routes around the intersection. TERRA also designed the new traffic and pedestrian signals as well as recommended signal timings for the all pedestrian phase at the intersection.

**EDUCATION**

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Bachelor of Science in Civil Engineering, Bradley University, Peoria, IL, 1985

**LICENSES / CERTIFICATES**

Professional Engineer, IL  
Professional Engineer, MO  
Certified Project Manager, IL, CDB  
Certified Documentation of Contract Quantities, IDOT  
Certified Value Engineering - Module I Training Workshop, IDOT  
Professional Advancements of Career Engineers (PACE), IDOT

**PROFESSIONAL AFFILIATIONS**

Civil Engineering and Construction Department Advisory Board, Member, Bradley University, Peoria, IL  
Civil Engineering and Construction Department Instructor, Bradley University, Peoria, IL  
Subdivision Association, Director, Northbrook, IL  
American Society of Civil Engineers, Regional Governor

**AWARDS / RECOGNITION**

Tau Beta Pi Honor Society  
Chi Epsilon Honor Society  
Strathmore's Who's Who in Leadership and Achievements Profession

**RIYADH TRAFFIC MONITORING AND ANALYSIS PROGRAM** / Riyadh, Saudi Arabia / Principal-in-Charge / TERRA has been selected to be the traffic engineer for a three project to start in the fall of 2014 to collect and analyze traffic data for the City of Riyadh in Saudi Arabia. TERRA's assignment includes 700 locations of ADT Lane counts, 500 locations of video turning movement counts, and 250 sites of speed and classification studies using Radar Traffic Microwave Sensors (RTMS). In addition TERRA will be designing and implementing 44 permanent traffic data collection stations which will provide real time data to the City's Traffic Management Center. TERRA will also be responsible for integrating the collected data as well as previously collected existing data into the City's GIS database. TERRA will also provide resident engineer services for the City to analyze the collected data, provide traffic modeling, suggesting mitigation measures and author reports to the City throughout the project.

**IDOT I-74 / I-155 INTERCHANGE** / Morton, Illinois / 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, Illinois / 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.

**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 bund 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.

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY SPEED DELAY STUDY** / Chicago, Illinois / Performed QA/QC for the Illinois Tollway Authority Systems speed delay project.

**CENTRAL AVENUE** / Matteson, Illinois / Developed and reviewed contract documents for Phase I, II and III. Also provided all necessary coordination with IDOT, municipalities and South Suburban Mayors and Mangers Association (SSMMA).

**ROOSEVELT ROAD** / Villa Park, Illinois / Developed contract documents for Phase I and Phase II for this high-accident location. This included additional right of way, bridge extension and extensive coordination with IDOT.

**CAP THE IKE** / Oak Park, Illinois / Conducted analyses of the traffic simulation model and travel demand model of existing conditions and created complex traffic simulations that included roundabout using VISSIM traffic simulation software. Created traffic simulation models, including a no-build alternative to determine future peak hours and ADT using VISSIM and other traffic-modeling software.

**ELMWOOD DOWNTOWN STREETScape** / Elmwood, Illinois / Oversaw the submittal for an Illinois Transportation Enhancement Program (ITEP) grant to fund the City of Elmwood's desire to renovate their downtown district after a tornado ripped through downtown Elmwood in 2010. Coordinated Public Involvement efforts with the City and business owners affected by the project. Managed the development of the streetscape plans.

# State of Illinois

## Department of Financial and Professional Regulation

### Division of Professional Regulation

LICENSE NO.  
**062.047473**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
**11/30/2015**

**LICENSED  
PROFESSIONAL ENGINEER**

**GEORGE A GHAREEB  
11615 N SCOTTS TRAIL  
DUNLAP, IL 61525**



*Manuel Flores*  
MANUEL FLORES  
ACTING SECRETARY

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

*Jay Stewart*  
JAY STEWART  
DIRECTOR

**8125732**

**RYAN PETTIT, AICP, GISP**

Transportation Planner



Mr. Pettit is a professional mid-level transportation planner with strong experience in geospatial technology. His past experience includes leadership roles, quality assurance, research, data acquisition and analysis, technical writing, training and mentoring, and business management.

**PEORIA EASTERN BYPASS** / Peoria, Tazewell, and Woodford Counties, Illinois / Transportation Planner / A proposed expressway extension on the eastern side of the Peoria metropolitan area. Responsibilities include the collection, analysis, and exhibition of GIS data in the tri-county area. Coordination with the prime consultant. Assisting with the writing of the Tier 1 DEIS document through interpretation of the GIS analysis results.

**PEORIA MAIN & UNIVERSITY TRAFFIC STUDY** / Peoria, Illinois / Transportation Planner / Traffic Study to measure traffic characteristics using NuMetric plate technology in a residential neighborhood after the construction of traffic calming devices. Traffic data was downloaded into the Highway Data Management program associated with NuMetric plates and data was broken out into 15 minute time periods. Results were exported into Microsoft Excel to convert the data into graphs for submittal to the client.

**ILLIANA CORRIDOR\*** / Will and Kankakee Counties, Illinois and Lake County, Indiana / Engineer I/II / Task Leader for GIS portion of the Illiana Corridor project encompassing over 950 square miles. Responsibilities include coordination of data gathering and distribution. Acquisition of state, county, federal, and surveyed GIS data into a comprehensive Geodatabase. Use of model builder to develop analytical tools for screening and summarizing alternative corridor environmental impacts to features such as wetlands and agriculture. Development of GIS project guidelines for naming conventions, assignment of coordinate system, and data maintenance and organization. Incorporated the use of ArcGIS online for sharing exhibits using ArcGIS Online website and the ESRI smart phone app. Assisted with the development of the Purpose and Need statement, Transportation System Performance Report and EIS.

**TRANSPORTATION RESEARCH BOARD\*** / Washington D.C. / Presenter at the Transportation Research Board annual meeting January 2014.

**CONGRESS PARKWAY\*** / Assistant Engineer / Completed signal timing revisions in the Chicago Loop area to facilitate traffic during re-construction of Congress Parkway using Sychro 7 traffic software.

**ILLINOIS HIGH SPEED RAIL AND I-290 RECONSTRUCTION\*** / Assistant Engineer / Conducted data gathering, analysis, and technical writing on multiple Phase I projects including Illinois High Speed Rail and I-290 reconstruction. Developed maps for Phase I public and stakeholder meetings using ArcGIS and Microstation.

**CENTER FOR TRANSPORTATION RESEARCH AND EDUCATION\*** / Research Assistant / Assisted in research on the merging habits of motorists on I-80 near construction zones that incorporate dynamic message signs. Additionally conducted research on the post construction economic impacts of highway bypasses on rural Iowa communities.

**FREDRICKSON POWER & HAYNES (LADWP) POWER GENERATION PROJECTS\*** / Business Manager / On-site business manager on two separate power generation construction projects. Oversaw site payroll (entry, distribution, maintenance) and performed monthly progress, financial, and weekly labor reporting.

**TECHNICAL COMPETENCIES** / ESRI Products, (ArcMap, ArcGIS Online, ArcGIS Extensions, ArcPad), Microsoft Office (Excel, Word, Power Point, some Access), Adobe Products (Illustrator, Acrobat), Highway Data Management program (HDM), Google Earth Pro, Microstation

\*Experience prior to joining TERRA Engineering, Ltd.

**EDUCATION**

Master of Science in  
Transportation, Iowa State  
University, 2008

Bachelor of Arts in Liberal Studies,  
Iowa State University, 2001

**CERTIFICATION**

American Institute of Certified  
Planners (AICP)  
Certified Geographic Information  
Systems Professional (GISP)

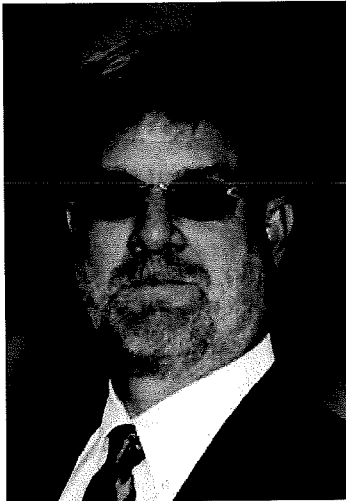
**PROFESSIONAL AFFILIATIONS**

Crystal Lake Historic  
Preservation Commission  
Illinois GIS Association  
Transportation Research  
Board (TRB)  
American Planning Association  
(APA)



**GREG J. RECKER, PE**

Project Engineer



Mr. Recker has more than 24 years of experience designing roadway / transportation engineering projects. His background includes most aspects of roadway design including conceptual plan, traffic analysis, project cost estimating, public hearings and meetings, signal warrants, preliminary design, value engineering studies, earthwork calculations, pavement drainage, enclosed drainage, storm water detention, right-of-way plans, signal plans, erosion control, traffic control, final design and specification writing. Mr. Recker also has site work experience.

**ST. CLAIR COUNTY HIGHWAY DEPARTMENT, BUNKUM ROAD** / Concept through final design, Bunkum Road from Kings Highway to Route 157. Remove existing road and replace with a 30-foot urban section with enclosed drainage. Relocate some existing sanitary sewer, IEPA permits. Currently under construction.

**ILLINOIS DEPARTMENT OF TRANSPORTATION, INTERCHANGE** / Dupo, Illinois / Worked with Burns & McDonald Access Justification Report, Right-of-Way plans cross sections and Drainage report. Project still underway.

**EDUCATION**

Bachelor of Science in Civil Engineering, Washington University, St. Louis, MO, 1990

**LICENSES / CERTIFICATES**

Professional Engineer, IL, 2007  
Professional Engineer, MO, 2003  
Professional Engineer, KS, 2007  
Professional Traffic Operations Engineer (PTOE), 2005

**PROFESSIONAL AFFILIATIONS**

Engineers Club of St. Louis,  
Board of Directors 2008-2010  
Board of Directors 2013-2015  
Institute of Transportation Engineers  
Transportation Engineering  
Association of Metropolitan  
St. Louis

**MISSOURI DEPARTMENT OF TRANSPORTATION, ROUTE CC OVER CAULKS CREEK** / Saint Louis County / Concept thru right-of-way design for bridge replacement over Caulks Creek. Still under design at Kuhlmann design Group. Estimated construction cost \$764,000.

**CITY OF SAINT CHARLES, INTERSECTION OF FIRST CAPITOL AND WEST CLAY ROAD** / Saint Charles County, Missouri – Design of preliminary, right-of-way and 98% design plans for the intersection. City awaiting changes due to 98% comments – Right-of-Way negotiations pending – Estimated construction cost \$1.7 million. Constructed 2008.

**MISSOURI DEPARTMENT OF TRANSPORTATION, ROUTE 47** / Lincoln County / Concept through final design for widening the existing three lane route 47 to a five lane section. Project J3P0747 “alternate pavement” recently bid – February 29, 2008 - call 302 – MoDOT’s web site. Estimated construction cost \$1.7 million.

**MISSOURI DEPARTMENT OF TRANSPORTATION, EXIT RAMP AT WENTZVILLE PARKWAY** / Wentzville Missouri - Preliminary, right-of-way and final design for Westbound I-70 exit Ramp. Project J611995 awarded 07-27-2007. Construction Cost \$251,000.

**FRED WEBER INC., ROUTE 21 FROM HAYDEN ROAD TO ROUTE A** / Jefferson County, Missouri / Value engineering design services for profile changes to 1.3 miles of Route 21 and associated ramps. Approximate VE savings \$1.2 million. Design completed October 2006. Estimated construction Cost \$13.5 Million.

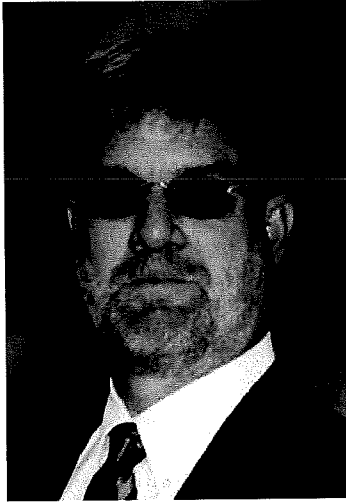
**FRED WEBER INC., ROUTE 40 BETWEEN ROUTE K AND ROUTE DD** / Saint Charles County, Missouri / Value engineering design services for profile changes to 1.2 miles of Route 40. Approximate VE savings \$1.4 million. Design completed August 2006. Estimated construction cost \$18.3 Million.

**THF REALTY, WEST PEARCE BOULEVARD** / Saint Charles County, Missouri / Preliminary, right-of-way and final design for roadway enhancements to support the introduction of Kohls’. Design completed June 2005. Construction cost \$1.1 Million.

**CITY OF SAINT CHARLES, NORTH FIFTH STREET EXTENSION (FROM OLIVE STREET TO LITTLE HILLS EXPRESSWAY)** / Saint Charles County, Missouri / Final roadway design for the 0.92 mile section. Design completed October 2004. Winner of the ACPA 2006 Best Portland Cement Concrete Urban Arterial and Collector and 2007 National Silver Co-winner.

\*Experience prior to joining TERRA Engineering, Ltd.



**EDUCATION**

Bachelor of Science in Civil  
Engineering, Washington University,  
St. Louis, MO, 1990

**LICENSES / CERTIFICATES**

Professional Engineer, IL, 2007  
Professional Engineer, MO, 2003  
Professional Engineer, KS, 2007  
Professional Traffic Operations  
Engineer (PTOE), 2005

**PROFESSIONAL AFFILIATIONS**

Engineers Club of St. Louis,  
Board of Directors 2008-2010  
Board of Directors 2013-2015  
Institute of Transportation Engineers  
Transportation Engineering  
Association of Metropolitan  
St. Louis

MISSOURI DEPARTMENT OF TRANSPORTATION, PAGE AVENUE AND I-270 INTERCHANGE AND ROADWAY / Saint Louis County, Missouri / Concept and preliminary design for interchange improvements with traffic studies. Preliminary design completed February 2004.

CITY OF PARK HILLS, SEVENTH STREET OVER KOEN CREEK / Park Hills, Missouri / Preliminary, right-of-way and final design for roadway enhancements to support a 3 span concrete structure. Design completed July 2004.

CITY OF SAINT LOUIS, DELMAR BOULEVARD OVER METROLINK TRACKS / Saint Louis, Missouri / Preliminary and final Design for roadway enhancements to support a 2 span bridge with three phases of construction. Federal aid project number BRM-5410(601). Design completed October 2004.

CITY OF MANCHESTER, ANDERSON DRIVE OVER GRAND GLAIZE CREEK / Manchester, Missouri / Concept, preliminary and final Design for roadway enhancements to support a 3 span bridge. Design completed December 2004.

CITY OF CHESTERFIELD, LONG ROAD INTERCHANGE AT ROUTE 40-61 / Chesterfield, Missouri / Concept and preliminary design for interchange improvements to support a 6 span bridge. Preliminary design completed August 2003.

MISSOURI DEPARTMENT OF TRANSPORTATION, ROUTE K, ZZ AND O OVER BLACKWATER RIVER, OVER EAST FORK SALT POND CREEK AND OVER SALT FORK CREEK / Saline County, Missouri / Concept, preliminary and final design for road enhancements to support a 7 span bridge and 2 - 3 span bridges. Design completed May 2002, June 2002 and August 2002.

MISSOURI DEPARTMENT OF TRANSPORTATION, ROUTE K INTERCHANGE AT ROUTE 40 / Saint Charles County, Missouri / Preliminary and final design services for modified diamond interchange with a single loop ramp and road enhancements to support a 2 span bridge. Design completed March 2001.

MILLSTONE BANGERT INC., SAINT CHARLES ROCK ROAD OVER METROLINK / Saint Louis County, Missouri / Value engineering design services for road enhancements supporting a 3 span bridge. Design completed March 2000. Winner of the 2001 Construction Keystone Award.

MISSOURI DEPARTMENT OF TRANSPORTATION, ROUTE DD INTERCHANGE AT ROUTE 40 / Saint Charles County, Missouri / Preliminary and final design services for a full diamond interchange and road enhancements to support a 4 span bridge. Design completed November 1999.

\*Experience prior to joining TERRA Engineering, Ltd.

**CHRISTOPHER MIEHLE**

Assistant Project Manager

**EDUCATION**Master of Science in Geography,  
Southern Illinois University, 2003Bachelor of Science in  
Environmental Health, Illinois State  
University, 2000**CERTIFICATES**

Envision Sustainability Professional

Mr. Miehle has been involved in the planning, designing, permitting, and construction of numerous site development projects including the following:

**LUCAS MUSEUM OF NARRATIVE ART / Chicago, Illinois / Assistant Project Manager /** Assisting with TERRA's civil engineering services for the new Lucas Museum of Narrative Art (LMNA). The 400,000 square-foot state-of-the-art museum and 285,000 square-foot parking structure will find a home on Chicago's lakefront and become a part of the historic Museum Campus. TERRA's staff is focused upon developing innovative solutions for the project's challenges including hydraulics, hydrology, utilities and traffic.

**WRIGLEY FIELD 1060 PROJECT / Chicago, Illinois / Project Manager /** TERRA is the civil engineer of record for all phases of the Wrigley Field Renovation project. Improvements include expansion to the iconic Wrigley Field ballpark, including drainage analysis and engineering to mitigate historical water management issues. In addition to work at the ballpark, TERRA is designing the grading, drainage, and underground utilities for a new plaza and office building on the west side of the ballpark. TERRA is utilizing the latest in BIM technology for civil engineering practice to assist in analyzing sewer hydraulics and conflicts with existing and proposed utilities.

**RUSH UNIVERSITY MEDICAL CENTER, HARRISON TUNNEL / Chicago, Illinois / Assistant Project Manager /** A pedestrian and utility tunnel under West Harrison Street. Harrison Tunnel work included assisting with utility design and permitting through DWM and CDOT. TERRA won the prestigious American Society of Civil Engineers Outstanding Civil Engineering Achievement Award for TERRA's work.

**UNIVERSITY OF CHICAGO – 58TH STREET EAST STREETScape / Chicago, Illinois /** Provided project management, site engineering, grading and drainage, stormwater management, LEED documentation, and permitting assistance for the vacation of the City street and its transformation into a new pedestrian plaza.

**UNIVERSITY OF CHICAGO – SAIEH HALL FOR ECONOMICS / Chicago, Illinois / Project management, site design, grading and drainage, and extensive utility engineering and coordination for the renovation of 5757 S. University Avenue on the University of Chicago campus. Lead civil construction services for the project including site observations during civil design installations, review of product submittals, and extensive coordination with the design team.**

**EAST/WEST UNIVERSITY - STUDENT LIFE CENTER / Chicago, Illinois / Site design and permitting for a new student dormitory high rise. Work included preparation of construction documents, permitting stormwater detention and sewer design with the CDWM, and permitting right-of-way improvements with CDOT.**

**GWENDOLYN BROOKS COLLEGE PREP / Chicago, Illinois / Site design, preparation of construction documents, and permitting for two school building additions. Site work included access drives, permeable paver plazas, parking, and rain garden BMPs for stormwater management.**

**POWELL ELEMENTARY SCHOOL / Chicago, Illinois / Site design, preparation of design documents, and permitting through CDOT and CDWM. Specific stormwater Best Management Practices (BMP's) implemented include permeable pavement and landscape infiltration. Powell Elementary School was awarded the Engineering Excellence Merit Award from the American Council of Engineering Companies in 2011.**

\*Experience prior to joining TERRA Engineering, Ltd.

**LINDSEY JONES, PE**

Project Engineer

**EDUCATION**

Bachelor of Science in Civil Engineering, Bradley University, Peoria, IL, 2009

**PROFESSIONAL AFFILIATIONS**

American Society of Civil Engineers, Member

**LICENSES / CERTIFICATES**

Professional Engineer, IL, 2013

**CONTINUING EDUCATION**

IDOT Documentation of Contract Quantities Certified

ICORS Training

Concrete Tester Course

OSHA 30-Hour Training

Ms. Jones currently serves as a Project Engineer for various transportation projects. She has acquired experience in construction management, roadway design, and development of plans for major roadway projects, Structure Geotechnical Reports, analyzing traffic data and managing field crews for traffic counts.

**IDOT TRAFFIC COUNTS / Central and Southern Illinois /** Managed the daily activities of field crews conducting traffic counts throughout IDOT Districts 4, 6, 7 and 9. Analyzed field data for conformance with IDOT protocol and prepared reports to be sent to IDOT on a weekly basis, including Microsoft Access databases and GPS data to be integrated with GIS mapping software.

**IDOT EASTERN BYPASS STUDY / Metropolitan Peoria, Illinois /** Assisted in public involvement processes 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.

**IDOT VARIOUS PHASE I AND II STRUCTURE PROJECTS / District 4 / Chicago, Illinois /** Assists in the development of Bridge Condition Reports (BCR) and Structure Geotechnical Reports (SGR). Performs quality control and quality assurance reviews on the BCRs, coordinates with project prime, review Type, Size, and Location (TS&L) plans, and assists in preparing SGR. TERRA was selected as part of a team to provide Phase I and II services to IDOT throughout District 4. TERRA's involvement in the project includes preparing BCRs, TS&Ls and SGRs for select locations.

**RECONSTRUCTION OF IL 9 OVER MUD CREEK AND IL 116 OVER TEN MILE CREEK / IDOT, Tazewell County, Illinois /** Responsibilities included assisting in preparation of roadway plans, guardrail design, maintenance of traffic planning, erosion control, and geotechnical data analysis. TERRA was selected to provide Phase I and II services for the replacement of the structures carrying IL Route 116 over Ten Mile Creek north of East Peoria and IL Route 9 over Mud Creek west of Mackinaw. Services include survey, Structure Geotechnical Report, TS&L Studies, hydraulic and drainage studies, and traffic management analysis.

**RECONSTRUCTION OF THE I-74/I-155 INTERCHANGE / Tazewell County, Illinois /** Responsibilities as a survey crew member included assisting a topographic survey to pick up the existing features required to supplement Phase I survey work. Topographic features included roadway, overpass structure and drainage details. Verification of IDOT selected elevations were also part of the assigned work. TERRA was selected to perform Phase II surveying and engineering services for this complex project which will include reconstruction of seven bridges and interstate highway pavement surrounding this busy interchange.

**IDOT CONSTRUCTION INSPECTION / District 5, Illinois /** Assisted in managing inspectors and creating schedules for a number of concurrent construction contracts. A total of 17 work orders were issued, and 24 construction inspectors with a variety of skill sets were utilized to provide for this project.

**BLUE ISLAND AND CERMAK SUSTAINABLE STREETScape IMPROVEMENT / CDOT, Illinois /** Assisted in maintenance on traffic plans, erosion control, and cost estimates. Staging options were reviewed to provide a seamless staging scheme for maintaining traffic. Work included the complicated five-leg intersection of Blue Island, Cermak, and Ashland. In order to not lose grant money for the project the plans were provided on an accelerated time line.

\*Experience prior to joining TERRA Engineering, Ltd.

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
**062.065661**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
**11/30/2015**

### LICENSED PROFESSIONAL ENGINEER

**LINDSEY FORD  
161 E QUEENWOOD RD APT B3  
MORTON, IL 61550**



*Manuel Flores*

MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*

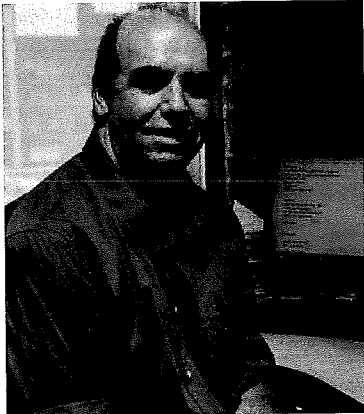
JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**8155996**

**THOMAS BAUMGARTNER, PLS**

Professional Land Surveyor, Department Head

**EDUCATION**

Bachelor of Arts in Management and Business, National Louis University, IL, 1990

**LICENSES / CERTIFICATES**

Professional Land Surveyor, IL

Professional Land Surveyor, WI

OSHA 4-Hour Hazardous Waste and Confined Space Certified

**PROFESSIONAL AFFILIATIONS**

Delegate for Northeast Chapter of the Illinois Professional Land Surveyors Association

Head of Scholarship Committee for Northeast Chapter of the Illinois Professional Land Surveyors Association

Former Vice President for the Winnebago Chapter of the Illinois Professional Land Surveyors Association

Summer/Winter Tree Identification Classes at Morton Arboretum

Taught Construction Layout Course at Rockford Community College

Mr. Baumgartner has performed all aspects of residential, commercial, ALTA, topographic, and architectural surveys, subdivision plats, condominium plats, construction layout, GPS, and right-of-way surveys. He managed crews and drafting staff, performed all boundary determinations and calculations, oversaw high accuracy control network for Eisenhower Expressway, aerial photogrammetry ground control, and right-of-way surveys, wrote proposals/negotiated contracts, and reviewed plats. Major projects / clients include 800-acre Joliet Prison, Lake Park Crescent Development, Chicago Park District, Target, Metra, City of Chicago Department of Planning and Development, South Suburban Airport, IDOT District 1, 2 and 4, Ameritech, Midway Airport, Argonne National Laboratory, Abbott Laboratories, Illinois Tollway, MWRD, and Walmart. Relevant experience includes:

**LUCAS MUSEUM OF NARRATIVE ART / Chicago, Illinois / Survey Manager /** Leading TERRA's land surveying services for the new Lucas Museum of Narrative Art (LMNA). The 400,000 square-foot state-of-the-art museum and 285,000 square-foot parking structure will find a home on Chicago's lakefront and become a part of the historic Museum Campus. TERRA's staff is focused upon developing innovative solutions for the project's challenges including hydraulics, hydrology, utilities and traffic.

**CHICAGO PUBLIC SCHOOLS / Chicago, Illinois / Surveying Project Manager /** Performed Boundary and Topographic Surveys and ALTA surveys for numerous Chicago Public School projects, including:

Roosevelt High School

Park Manor Elementary School

Bell Elementary School

Revere Elementary School

Howe Elementary School

Collins High School

Ella Flagg Young Elementary School

Mather High School

Stevenson Elementary School

Ryder Elementary School

Kipp Ascend Charter School

LaSalle Magnet School

**CHICAGO PARK DISTRICT / Chicago, Illinois / Surveying Project Manager /** TERRA provided topographic surveys for Brainard Park, Crescent Park, Fuller Park, Lake Shore Park, Seneca Park and Veteran's Memorial Park in Chicago. Surveys were done for playground redesign. All surveys were done to Chicago Park District standards, with all utilities shown per on site evidence and Board of Underground record information. All surveys were tied to City of Chicago datum, with two records, and one on site benchmark referenced. All improvements to the site, including trees, were shown out to the curb line of the street. Spot elevations and contours were shown to the centerline of the street and far enough beyond the site to determine drainage breaks and areas.

**CHINATOWN LIBRARY / Chicago, Illinois /** TERRA provided an ALTA Survey of the new Chinatown Library site. The survey included all boundary line information and provided the property corners and control for layout of the new building. The survey also included all topographic information, including improvements, elevations and utilities.

**WRIGLEY FIELD / Chicago, Illinois / Surveying Project Manager /** TERRA provided detailed boundary and topographic surveys of the Wrigley Field ballpark and several surrounding properties, including a parking garage, several parking lots and buildings. The surveys included all boundary information and all improvements to the property and adjacent rights-of-way, including buildings, fences, parking lots, lights, signs, utilities and numerous other improvements. Landscape areas and shrubs are shown, including tree size and type. The buildings were all dimensioned and finished floor elevations are shown at all doors. Spot elevations were provided to City of Chicago datum and all utilities were shown.

\*Experience prior to joining TERRA Engineering, Ltd.

**EXHIBIT A**  
**LEGAL ACTIONS**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**EXHIBIT A  
LEGAL ACTION**

Firm Name: Terra Engineering, Ltd.

If the answer to any of the questions below is **YES**, you must provide a type written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.	<input type="checkbox"/>	<input type="checkbox"/> N/A
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**EXHIBIT B**  
**DISCLOSURE AFFADAVIT**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**



**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

Any firm proposing to conduct any business 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 Jamil Bou-Saab, as Executive Vice President  
Name Title

and on behalf of Terra Engineering, Ltd.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: Terra Engineering, Ltd.
2. Address: 225 W. Ohio Street, 4th Floor, Chicago, IL 60654
3. Telephone: 312-467-0123 Fax: 312-467-0220
4. FEIN: 36-3853964 SSN: \_\_\_\_\_
5. Nature of transaction (check the appropriate box):

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

6. 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".

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship    | <input type="checkbox"/> Not-for-profit Corporation    |
| <input type="checkbox"/> Joint Venture          | <input type="checkbox"/> Other: _____                  |

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: Illinois
2. Authorized to conduct business in the State of Illinois:  Yes  No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
Karen Steingraber, P.E.	President
Jamil Bou-Saab, P.E.	Executive Vice President
George Ghareeb, P.E.	Vice President
Suhair Jasevicius	Director

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
Karen Steingraber, P.E.	9601 Lakeshore Dr., Newton, WI 53063	55%
Jamil Bou-Saab, P.E.	1023 S. Home Ave., Oak Park, IL 60304	43%

5. LLC's ONLY, indicate management type and name:  
 Member-managed  
 Manager-managed  
 Name: \_\_\_\_\_
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
 Yes  
 No

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

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**PARTNERSHIPS**

1. 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)

Ownership Interest	
Name	Percentage

**SOLE PROPRIETORSHIP**

1. 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 the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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)

3. 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	Address

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CONTRACTOR CERTIFICATION**

**A. CONTRACTORS**

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 Submission of this bid, proposal or response.
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 judgment 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;

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

- 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 described as prohibited in this document; (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 2 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 described as prohibited in this document of 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 as prohibited in this document 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 all necessary items. In the event any subcontractor is unable to certify to a particular item, 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 this document 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.

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**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, the Contractor shall explain below. Attach additional pages 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.

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 pages 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.

**E. PUNISHMENT**

1. 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.

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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.

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.

**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 the above paragraph, identify any exceptions (attach additional pages 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.

**INCORPORATION INTO CONTRACT AND COMPLIANCE**

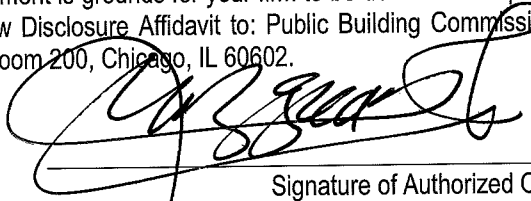
The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which 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.

EXHIBIT B  
DISCLOSURE AFFIDAVIT

VERIFICATION

Under penalty of 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 Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Jamil Bou-Saab, P.E.

Name of Authorized Officer (Print or Type)

Executive Vice President

Title

312-467-0123

Telephone Number

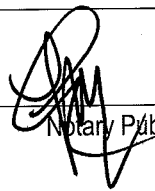
State of Illinois

County of Cook

Signed and sworn to before me on this 18th day of January, 2016 by

Jamil Bou-Saab (Name) as Executive Vice President (Title) of

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



Notary Public Signature and Seal





**EXHIBIT C  
DISCLOSURE OF RETAINED PARTIES**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**EXHIBIT C  
DISCLOSURE OF RETAINED PARTIES**

**Definitions and Disclosure Requirements**

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions 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.

"Lobbyists" means any person who (a) 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.

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant: Terra Engineering, Ltd.

**EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

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

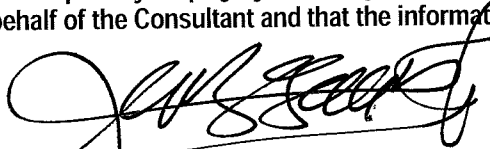
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained

The Consultant understands and agrees as follows:

**EXHIBIT C  
DISCLOSURE OF RETAINED PARTIES**

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

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

  
\_\_\_\_\_  
Signature

01/18/16  
\_\_\_\_\_  
Date

**Jamil Bou-Saab, P.E.**  
\_\_\_\_\_  
Name (Type or Print)

**Executive Vice President**  
\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this 18th day of January 2016

  
\_\_\_\_\_  
Notary Public

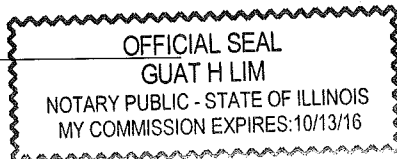


EXHIBIT D  
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF  
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES  
FOR PROFESSIONAL SERVICES

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
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**FOR PROFESSIONAL SERVICES**

1. Policy Statement

- a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Consultant must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Consultant also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
  - i. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - ii. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - iii. "Professional Service Contract" means a contract for professional services of any type.
  - iv. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
  - v. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
  - vi. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
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- vii. "Good faith efforts" means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- viii. "Joint Venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the Joint Venture is equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- ix. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

**4. Determining MBE/WBE Utilization**

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible Joint Venture equal to the percentage of the ownership and control of the MBE or WBE partner in the Joint Venture. A Joint Venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A Joint Venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the Joint Venture:
  - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
  - ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Consultant subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

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- f. A Consultant may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
  - i. Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or the County of Cook must be submitted.
  - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the Joint Venture agreement proposed among the parties. The Schedule B and the Joint Venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
  - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
  - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

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- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

**7. Request for Waiver**

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - i. Attendance at the Pre-bid conference;
  - ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
  - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
  - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - a. The name, address and telephone number of MBE and WBE firms contacted;
    - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - vi. A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.



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- vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
- viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- ix. General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
  - i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
  - ii. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

**8. Failure To Achieve Goals**

- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
  - i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
  - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
  - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

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- vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - vii. Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
  - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
  - ix. Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

**9. Reporting and Record-Keeping Requirements**

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

**10. Disqualification of MBE or WBE**

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.

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- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the Subconsultant's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subconsultant or supplier was misrepresented by the Consultant. If the Consultant is determined not to have been involved in any misrepresentation of the status of the disqualified subconsultant or supplier, the Consultant shall make good faith efforts to engage a qualified MBE or WBE replacement.

11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Consultant to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Consultant shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Consultant of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

- i. The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
- ii. The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Consultant; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

- iii. The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

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- iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
  - v. Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
  - b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
  - c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.
13. Non-Compliance
- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Consultant's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
  - b. When the contract is completed, if the Executive Director has determined that the Consultant did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Consultant from entering into future contracts with the Commission.
14. Severability
- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**  
**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture \_\_\_\_\_
2. Address of Joint Venture \_\_\_\_\_
3. Phone number of Joint Venture \_\_\_\_\_
4. Identify the firms that comprise the Joint Venture
  - A. Describe the role(s) of the MBE/WBE firm(s) in the Joint Venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
  - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.
5. Nature of Joint Venture's business
6. Provide a copy of the Joint Venture agreement.
7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%
8. Specify as to:
  - A. Profit and loss sharing \_\_\_\_\_%
  - B. Capital contributions, including equipment \_\_\_\_\_%
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
  - D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**  
**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions: \_\_\_\_\_

B. Management decisions such as:

1. Estimating: \_\_\_\_\_

2. Marketing/Sales: \_\_\_\_\_

C. Hiring and firing of management personnel: \_\_\_\_\_

D. Purchasing of major items or supplies: \_\_\_\_\_

E. Supervision of field operations: \_\_\_\_\_

F. Supervision of office personnel: \_\_\_\_\_

G. Describe the financial controls of the Joint Venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each Joint Venturer to commit or obligate the other. Describe the estimated contract cash flow for each Joint Venturer.

H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.

10. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture.

**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**  
**SCHEDULE B - Joint Venture Affidavit (3 of 3)**

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the Joint Venture's work on this Contract, there is any significant change in the information submitted, the Joint Venture must inform the Public Building Commission of Chicago, either directly or through the Consultant if the Joint Venture is a sub-consultant.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me appeared (Name)

before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_

(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago

(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor

\_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)  
MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

\_\_\_\_\_  
Phone

**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)**

Name of Project: \_\_\_\_\_

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

\_\_\_\_\_

Title and duly authorized representative of

\_\_\_\_\_

Name of General Contractor whose address is

\_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Contract Value</b>		%	%

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2)**

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

BY:

\_\_\_\_\_  
Name of Contractor (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone/FAX

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_