

PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000
PBC Managing Geotechnical Consultant Services – PS2046



This Contract is made and is dated November 26, 2014 by and between:

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

Consultant: Terra Engineering, Ltd.
225 West Ohio Street, 4th Floor
Chicago Illinois 60654

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

At a not to exceed dollar amount of:
\$24,500.00

Project: Managing Geotechnical Consultant
Services – Program Wide
PS2046

PUBLIC BUILDING COMMISSION OF CHICAGO

By: 
Erin Lavin Cabonargi

Title: Executive Director

Date: 12.12.14

Consultant: Terra Engineering, Ltd.

By: 

Title: President

Date: 12/9/2014

1. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for

the Consultant to perform the Services in the manner required by the Contract.

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

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

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

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

6. **Compensation of Consultant.** The Commission shall pay the Consultant a **Not to Exceed Amount** and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. **No Waivers.** Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

8. **Indemnity.** The Consultant shall defend, indemnify and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the

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Parties in defending any such claim.

Notice to the Consultant.

9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.

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

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

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

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

15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written

16. Notices. All notices and other communications required under this Contract must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

18. Governing Law. The laws of the State of Illinois shall govern this Contract.

19. Choice of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein.

EXHIBIT A

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000
PBC Managing Geotechnical Consultant Services – PS2046
DESCRIPTION OF SERVICES**

Consultant Services includes but limited to the following services:

Commission Representative: Elizabeth Ballman

EXHIBIT B
COMPENSATION OF THE CONSULTANT

B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services in a **Not to Exceed Amount**("Fee") of **\$24,500.00** for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- B.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.
- B.1.3 Direct expenses include, but are not limited to copying jobs, in town transportation expenses, parking expenses, etc. All direct expenses must have prior written approval from the Commission prior to Consultant invoicing for payment.

SCHEDULE OF GENERAL BILLING RATES

LABOR CLASSIFICATION	2014	2015	2016	2017	2018	2019
Principal	\$195.00	\$200.00	\$206.00	\$212.00	\$218.00	\$225.00
Sr. Project Manager	\$171.00	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00
Project Manager	\$161.00	\$174.00	\$179.00	\$184.00	\$190.00	\$196.00
Assistant Project Manager	\$151.00	\$159.00	\$164.00	\$169.00	\$174.00	\$179.00
Senior Project Engineer	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Project Engineer	\$130.00	\$134.00	\$138.00	\$142.00	\$146.00	\$150.00
Chief Structural Engineer	\$195.00	\$201.00	\$207.00	\$213.00	\$219.00	\$226.00
Structural Engineer	\$158.00	\$163.00	\$168.00	\$173.00	\$178.00	\$183.00
Project Designer	\$125.00	\$128.00	\$132.00	\$136.00	\$140.00	\$144.00
Senior Landscape Architect	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Landscape Architect	\$125.00	\$128.00	\$132.00	\$136.00	\$140.00	\$144.00
Survey Manager	\$175.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Survey Crew - 2 men	\$176.00	\$180.00	\$185.00	\$191.00	\$197.00	\$203.00
Survey Crew - 1 man	\$135.00	\$142.00	\$146.00	\$150.00	\$155.00	\$160.00
Party Chief	\$105.00	\$106.00	\$109.00	\$112.00	\$115.00	\$118.00
Instrument Man	\$82.00	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
GIS Analyst	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
Traffic Counts	\$82.00	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Traffic Counts Staff	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
Planner	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
Cad Manager	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
Cad Technician	\$89.00	\$92.00	\$95.00	\$98.00	\$101.00	\$104.00
Senior Technician	\$101.00	\$104.00	\$107.00	\$110.00	\$113.00	\$116.00
On-Site Representative	\$93.00	\$96.00	\$99.00	\$102.00	\$105.00	\$108.00
Intern	\$57.50	\$59.00	\$61.00	\$63.00	\$65.00	\$67.00
Administration	\$82.00	\$85.00	\$88.00	\$91.00	\$94.00	\$97.00
Clerical	\$71.00	\$73.00	\$75.00	\$77.00	\$79.00	\$81.00

Services subcontracted and reimbursable expenses will be billed to the Owner at invoice. Use of special equipment such as television and sewer cleaning devices, soil density testers, flow meters samplers and dippers, etc., will be charged to the project per the standard equipment rate schedule, which is available upon request.

MISCELLANEOUS EXPENSE RATES

DESCRIPTION	EXPENSE RATE
Printing	
11"x17" (black/white)	\$0.65 / page
11"x17" (color)	\$1.30 / page
24"x36" (black/white)	\$3.00 / page
24"x36" (color)	\$6.00 / page
30"x42" (black/white)	\$4.37 / page
30"x42" (color)	\$8.75 / page
36"x48" (black/white)	\$6.00 / page
36"x48" (color)	\$12.00 / page
External Plotting	Cost plus 10%
Shipping/Messenger Services	Cost plus 10%
Document Retrieval	Cost plus 10%

EXHIBIT C
INSURANCE REQUIREMENTS

(INSURANCE REQUIREMENTS ATTACHED)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2014

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

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

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Argonaut Insurance Company		19801
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Terra Engineering, Limited 225 W. Ohio Street, 4th Floor Chicago, IL 60654
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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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			IAE126780	03/01/2014	03/01/2015	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Geotechnical Oversight Term Agreement

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

COVERAGE	LIMITS
POLICY TYPE: Professional Liability CARRIER: Argonaut Insurance Company POLICY TERM: 3/01/2014 – 3/01/2015 POLICY NUMBER: IAE126780	\$2,000,000 Per Claim \$4,000,000 Aggregate

EXHIBIT D
DISCLOSURE OF RETAINED PARTIES

(DISCLOSURE OF RETAINED PARTIES ATTACHED)

EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications

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

Yes No

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

Certifying Agency:

City of Chicago

County of Cook

Category:

WBE

MBE

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

TERRA Engineering, Ltd.

Company Name

Karen Steingraber, PE

Print Name

12/9/2014

Date



Signature



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

mcampbell@terraengineering.com

December 1, 2014

Karen S. Steingraber
Terra Engineering, Ltd.
225 W. Ohio Street – 4th Floor
Chicago, IL 60654

Dear Karen S. Steingraber:

This letter is to inform you that the City of Chicago has extended your status as a **Women Business Enterprise (WBE)** until **December 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman, Jr.", written over a faint rectangular stamp.

George Coleman, Jr.
Deputy Procurement Officer

GC/sl