



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

**PROFESSIONAL SERVICES
AGREEMENT**

**MANAGING GEOTECHNICAL
CONSULTANT SERVICES – PS2052**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

TERRA ENGINEERING

FOR

MANAGING GEOTECHNICAL CONSULTANT SERVICES

CONTRACT NUMBER PS2052

Public Building Commission of Chicago

Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

CONSULTANT:	TERRA Engineering, Ltd.
CONTACT NAME:	Karen Steingraber, P.E.
CONTACT TELEPHONE:	312.467.0123
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Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

TABLE OF CONTENTS

Title

Execution Page

Schedule A, Terms and Conditions

Schedule B, Scope of Services

Schedule C, Compensation of Consultant

Schedule D, Key Personnel

Schedule E, Insurance Requirements

Exhibit A-Legal Actions

Exhibit B-Disclosure Affidavit

Exhibit C-Disclosure of Retained Parties

Exhibit D-Special Conditions for M/WBE

EXECUTION PAGE

MANAGING GEOTECHNICAL CONSULTANT SERVICES—PS2052

THIS AGREEMENT effective as of February 10, 2015, 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** with offices at 225 W. Ohio, 4th Floor, Chicago, IL 60654 (the "**Consultant**").

Recitals:

Whereas, the Commission intends to undertake from time to time the acquisition, demolition, renovation, development, construction and/or improvement of buildings, facilities and other improvements ("Project") located in the City of Chicago ("City") at the request of various governmental and public agencies ("User Agency").

WHEREAS, the Commission requires certain professional services as described in Schedule B of the Agreement (the "Services") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

WHEREAS, the Consultant desires to be retained by the Commission to perform the Services and has represented to the Commission that the Consultant is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to perform the Services required by the Agreement in accordance with terms and conditions of the Agreement.

WHEREAS, in reliance upon the Consultant's representations, 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

MANAGING GEOTECHNICAL CONSULTANT SERVICES—PS2052

PUBLIC BUILDING COMMISSION OF CHICAGO

Karl Emmanuel Date: _____
Mayor Rahm Emmanuel
Chairman

ATTEST:

[Signature] Date: 5/6/15
Lori Ann Lypson
Secretary

Approved as to form and legality:

Anne L. Fredl Date: 4-29-15
Neal & Leroy, LLC

CONSULTANT: TERRA ENGINEERING

Karen Steingraber Date: 4/9/15
President

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Karen Steingraber and _____
on behalf of Consultant this 6th day of April, 2015.

[Signature]
Notary Public
My Commission expires: 10/13/16

(SEAL OF NOTARY)



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 Schedule E of this Agreement.

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 Schedule B of this Agreement 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.

2. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

3. **Engagement and Standards for Performing Services.**

a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.

d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

4. **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.

5. **Duties and Obligations of Consultant.**

a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

c. **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_ecl_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 Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants 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.

6. Term.

a. The term of this Agreement is three (3) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. The term of this Agreement shall begin on February 10, 2015 and, shall expire three (3) years after the effective date of this Agreement, or any renewal option period if exercised by the Commission, provided, however, that 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.

7. Compensation of Consultant; Submission of Invoices through CW. The total amount of all fees to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule C of this Agreement, or as modified by 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.

8. Rights and Obligations of Commission. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.

d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.

e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.

f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.

9. **Indemnification of Commission 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.

10. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in Schedule D.

11. **Default.**

a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been give to the Consultant by the Commission;

ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under

any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. **Remedies**. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. **Remedies not Exclusive**. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. **Confidentiality**. All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

13. **Assignment**. The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

14. **Personnel**. The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]

15. **Relationship of Parties**. The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or

commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

16. Miscellaneous.

a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

17. Ineligibility. By serving as the Commission's Managing Geotechnical Consultant, the Consultant is prohibited from serving as a geotechnical specialty consultant on PBC projects (performing geotechnical testing and related activities), during the term of this agreement (and any additional option years). Additionally, on projects where the Consultant acts as the Managing Geotechnical Consultant, the MGC must request and receive prior approval, in writing, from the Commission before serving in any role as a Geotechnical consultant/subconsultant on a PBC project.

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**SCHEDULE B
SCOPE OF SERVICES
MANAGING GEOTECHNICAL CONSULTANT SERVICES—PS2052**

(SCOPE OF SERVICES FOLLOWS THIS PAGE)

SCOPE OF SERVICES MANAGING GEOTECHNICAL CONSULTANT SERVICES—PS2052

The Public Building Commission of Chicago (PBC) is seeking a proposal to provide services for a “Managing Geotechnical Consultant” (MGC) services for PBC projects.

Geotechnical services are required on PBC projects to determine whether structures can be adequately supported, the type of excavation that will be required, the depth to groundwater and other geological features that may impact the design and construction of a project. Geotech testing occurs during the Planning Phase. A typical Planning Phase lasts 4-6 months depending on project scope. We expect the geotechnical services per project to take 20-24 days of staff time for the Planning Phase, depending on its length.

The PBC is currently seeking a Managing Geotechnical Consultant to perform the following services:

- 1) Manage existing program and project information for any project or program-level processes; including, but not limited to, geotechnical scope of work templates, tracking of average costs, meeting agendas;
- 2) Assist Project Manager in preparing RFP to be sent to by PBC pre-qualified geotechnical vendor;
- 3) Review proposals submitted by geotechnical vendor, for scope of work and schedule of cost based on site and project specific details;
- 4) Conducts site visits for identifying project limitations and potential soil boring locations;
- 5) Conduct on-site oversight services and management of PBC pre-qualified geotechnical vendor during the drilling activities;
- 6) Review reports completed by the PBC pre-qualified geotechnical vendor and develop a cost estimate for the removal of unsuitable soils based on the geotechnical report;
- 7) Coordinate with the PBC Design Architect the recommended foundations systems based on geotechnical findings and site geotechnical engineering solutions regarding stormwater management designs civil engineering designs, and sustainability/low impact designs.;
- 8) Assist the Planning Project Manager with the review and approve invoices submitted by the PBC pre-qualified geotechnical consultant;
- 9) Manage the Planning to Design Phase geotech transition meeting, including preparing agenda and all relevant documentation;
- 10) Review any Design or Construction Phase geotechnical testing, reports prepared for a PBC project, as requested;
- 11) Serve as a geotechnical resource to the PBC.

QUALIFACTIONS of the MANAGING GEOTECHNICAL CONSULTANT

The MGC team shall have a minimum of 10 years of experience conducting geotechnical investigations in the State of Illinois. The MGC team shall have experience involving the City of Chicago's Office of Underground permitting procedures and requirements. Possession of an Illinois “Professional Geologist” license is optional.

SCHEDULE C
COMPENSATION OF THE CONSULTANT
MANAGING GEOTECHNICAL CONSULTANT SERVICES—PS2052

C.1 CONSULTANT'S COMPENSATION

The following hourly rates shall be used during the initial term three year term of this agreement. Utilizing the hourly rates below, the Commission's Representative for a specific project will be responsible for sufficiently defining the scope of the services required and securing a cost proposal from the Consultant to complete the required services. Upon acceptance of the proposal from Consultant, the Commission will issue a signed Task Order describing the approved services and fee. The proposal approved by the Commission may be in the form of lump sum fee or on an hourly basis utilizing the hourly rates noted below.

Title	Initial 3-Year Term Hourly Billing Rate
Principal	\$206.00
Sr. Project Manager	\$180.00
Project Manager	\$179.00
Assistant Project Manager	\$164.00
Geotechnical Engineer	\$164.00
Senior Project Engineer	\$185.00
Project Engineer	\$138.00
Senior Technician	\$107.00
On-Site Representative	\$99.00
Administration	\$88.00

The Consultant may request an increase to the billing rates noted above, not to exceed an additional 3% of the 2016 calendar rates. Any increase request by the Consultant shall be submitted in writing to the Commission's Director of Procurement no later than December 31, 2017. The Commission, in its sole discretion, may accept or reject the request. In the event an increase request is denied by the Commission or if no increase request is submitted by the Consultant, the billing rates noted above shall be in full force and effect.

Additional titles and billing rates may be added by prior written approval of the Executive Director. Subject to the prior written agreement of the Executive Director, this billing rate schedule may be updated by the Consultant annually at the beginning of each calendar year.

C.2 METHOD OF PAYMENT

- C.2.1. **Invoices.** The Consultant will submit an invoice(s), through CW, to the Commission for Services performed. The Consultant will be required to submit program-wide invoices broken down by project, with the Task Order number clearly identified for each item. Consultant will be paid on a monthly basis, provided the Consultant has performed Services to the reasonable satisfaction of the Commission.

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.

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

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SCHEDULE D
KEY PERSONNEL

Mr. Villanueva has more than 12 years of construction and engineering experience. His responsibilities include project management and oversight of engineering designs and construction. Industry experience includes urban and rural developments, subdivision designs, roadway engineering, site classification evaluations, institutional developments, low-impact-development designs, recreational campuses, industrial facilities, storm water management designs, floodplain analyses, structural and site assessments, dam inspections, hydraulics studies, foundation inspections, and deep foundation testing designs. Notable project experience includes:

BORGATA RESORT / Atlantic City, New Jersey / A building expansion requiring a deep foundation system near the coastal region. Construction engineering included deep foundation inspection, testing design and monitoring.

LIPA POWER STATION / Long Island, New York / A new transformer station was constructed as part of the Siemens Neptune project transmitting high voltage power for the Long Island Power Authority. Construction engineering included deep foundation inspection, testing design, and monitoring.

WINS AM RADIO TOWER / Lyndhurst, New Jersey / A new radio transmission tower was constructed in the Meadowlands region of New Jersey. The tower construction project was situated in a marshland which resulted in challenges for the foundation design. Caissons were designed to not only support the downward force, but also the uplift force of the transmission tower.

LAKE HINSDALE VILLAGE / Willowbrook, Illinois / Conducted an evaluation of a failing segmented block retaining wall that was supporting a walkway overlooking Lake Hinsdale. A retaining wall assessment was conducted along with a remedial design to replace segments of the failing wall.

PBC MANAGING GEOTECH ENGINEER / Chicago, Illinois / Performed geotechnical engineering consultation for the Public Building Commission of Chicago's Planning Department. Consultation services included preparation of RFP's, geotechnical exploration oversight, technical review of reports and recommendations, and coordination with design teams.

Selected List of PBC Planning Projects

- Richard Edwards Elementary School
- Minnie Mars Jamieson Elementary School
- Dunne Technology Academy
- Selective Enrollment High School

NORTHWESTERN UNIVERSITY – SITE ASSESSMENT FOR RECREATIONAL FACILITIES / Evanston, Illinois / Project Engineer / 2010 / Provided civil / site engineering consulting services as part of a campus wide assessment for Northwestern University's Recreational Facilities Master Plan. The facility assessment encompassed multiple sports venues, playing fields, arenas, stadiums, and other recreational structures within the University's Evanston campus.

LUCAS MUSEUM OF NARRATIVE ART / Chicago, Illinois / QA/QC Reviewer / Providing QA/QC review for 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.

MARSHALL METRO HIGH SCHOOL – CAMPUS PARK / Chicago, Illinois / Project Engineer / 2010 / The City funded project provided new recreational fields and green space to the city's East Garfield Park neighborhood. The project transformed eleven acres of abandoned and vacated properties into a public recreational facility which included a softball playing field, an artificial turf football/soccer field, a rubber service running track, a student garden area, and an arboretum.

CHICAGO STATE UNIVERSITY - RUNNING TRACK ASSESSMENT / Chicago, Illinois / TBD / Prepared a summarized report of the findings and observations outlining the conditions of the running track. Remedial recommendations and potential schematic design solutions with capital expenditure estimates were also provided in the assessment report.

ALEXANDER GRAHAM BELL ELEMENTARY SCHOOL ADDITION / Chicago, Illinois / Project Manager / A two-story addition to a Chicago Public School located on North Oakley Avenue. Site work included stormwater management, pavement design associated with a concrete service drive, and utility services for the addition.

ILLINOIS INSTITUTE OF TECHNOLOGY – SOCCER FIELD / Chicago, Illinois / Project Engineer / 2013 / Provided the civil and landscape design of the outdoor soccer facility. The major improvements included a new synthetic turf field, all new soccer equipment, and a new backstop surrounding the facility.

EDISON PARK ELEMENTARY SCHOOL ANNEX / Chicago, Illinois / Chicago, Illinois / Project Manager / A two-story annex to a Chicago Public School located on North Olcott Avenue. Site work included stormwater management which was accommodated through a permeable paver parking lot and a playground for students. Site work extended west to include relocation of a baseball field.

PIANO FACTORY TOWNHOMES / Chicago, Illinois / Project Manager / Conducted a site drainage evaluation of stormwater and plumbing backups that impacted ground and second floors of an urban townhome complex. Provided short-term and long-term solutions to resolve future drainage problems.

VERNON PARK VILLAGE / Lynwood, Illinois / A mixed-use 80-acre development consisting of commercial, residential, and recreational uses. Site engineering and design involved earthwork analysis, roadway design, stormwater drainage, watermain design and construction phasing.

LINCOLN PARK: WILSON AVENUE ATHLETIC FIELD AND TRACK / Chicago, Illinois / Project Manager / Provided design and oversight for earthwork design/analysis, grading/drainage, utility design, and other civil engineering duties related to the conversion of a Chicago Park District natural turf playfield to an IHSA level running track and IHSA soccer, football, lacrosse and field hockey athletic field.

RIDGELAND COMMON / Oak Park, Illinois / Project Manager / TERRA provided site/civil engineering services on the major renovation of Ridgeland Common. The renovation included complete building reconstruction with expansion of the ice rink to official size, an artificial turf field with new lighting and fencing, a new children's water feature, and a new pool deck, among numerous others.

MARY BELTRAME PARK / Chicago, Illinois / A city-funded recreational park with a state of the art playground, a recreational dog park area, and a cooling / misting area provides a softened green space for city's developed West Loop neighborhood.



Ms. Kowalewski has been involved in the planning, design, and permitting of various site development projects throughout the Chicagoland area. Early in her career, she worked at Engineering Ministries International (EMI) as a designer and draftsman for various institutional projects, including a hospital in Nigeria and a church in Tanzania. She later performed technical research and produced design renderings at BlueWork Design. Since joining TERRA in 2004, major projects include:

PBC MANAGING GEOTECHNICAL CONSULTANT / Chicago, Illinois / Project Manager / - 2015 / Partnered with the Chicago Public Building Commission to assist in managing their geotechnical investigations, process, and pool of geotechnical engineering professionals. Scope included authoring requests for proposals, reviewing pricing from geotechnical firms, overseeing onsite drilling, reviewing reports and acting as a geotechnical resource for the Commission. TERRA provided these consulting services on several schools, including: Southwest Area School, Lincoln Annex, Arthur Canty Elementary School Annex, Richard Edwards Elementary School Annex, Jamieson Elementary School Annex, Selective Enrollment Site 1, Selective Enrollment Site 3, Selective Enrollment Site 4, Dunne Technology Academy Annex, and the Lindblom Math & Science Academy Parking Lot Project.

SOUTHWEST AREA SCHOOL / Chicago, Illinois / Project QA/QC / 2017 / Partnering with the Chicago Public Building Commission and Chicago Public Schools to provide civil engineering of a +/-8.2 acre site. The project will develop a new academic building, +/- 20-stall parking lot, open space and athletic amenities including an artificial turf soccer, lacrosse, football, baseball and softball field. Special care and analysis was given to the project's earthworks utilizing the latest BIM software in order to gain understanding of the cut and fill, import and haul-off components of the site's grading and engineering design. Under Ms. Kowalewski's guidance, TERRA weighed the earthwork analysis against the project's stormwater management strategy in order to assist the team in siting the building in the most cost effective position.

JUAREZ HIGH SCHOOL ADDITION & SOCCER FIELD / Chicago, Illinois / Project Manager / 2010 / TERRA provided the site work, storm water detention, and landscape design for the building addition, classroom link, plaza, and artificial turf athletic fields at Juarez High School. Coordination with the adjacent Cermak Road streetscape project took place in order to provide the storm water run-off required for the function of the city streetscape water feature. Stormwater detention BMPs were utilized to design a project that boasts zero storm water discharge to the city sewer system above and beyond the required 100-year rain event. Because of this and other innovative design techniques utilized, the project received the 2012 Sustainability in Civil Engineering Award from the American Society of Civil Engineers.

JONES HIGH SCHOOL / Chicago, Illinois / Project QA/QC / 2014 Provided project oversight and shared project management for the proposed eight-story high school in the south loop. The project aims to be a LEED and sustainable model for the south loop and is currently charted to be a LEED Platinum building in the design phase. The adjacent alley is being installed a green alley and will serve as a detention component to the school.

POWELL ELEMENTARY SCHOOL / Chicago, Illinois / Project Manager / 2012 Site design and project management for the elementary school. Project was managed by the Public Building Commission of Chicago on behalf of Chicago Public Schools. Project included two phases of design and construction – site preparation of soils for environmental and geotechnical remediation and site engineering design. Site program includes pedestrian pathways, lawn areas, and a 25 stall, permeable paver parking lot. This project boasts zero discharge of storm water to the City sewer, up to the 100-year rain event. This



project was awarded the 2012 Merit Award for Waste and Stormwater from ACEC Illinois Chapter.

BRIGHTON PARK 2 ELEMENTARY SCHOOL / Chicago, Illinois / Project Designer / 2012 Site design and project management for this three-acre site. Civil works include cut and fill plans for site preparation, grading and drainage to a large, underground French drain, and engineering of two new adjacent City streets. Permitting through the Department of Water Management Stormwater Reviewers also accomplished.

EDISON PARK ELEMENTARY SCHOOL ANNEX / Chicago, Illinois / Project QA/QC / 2013 Provided project oversight and shared project management for the two-story annex to this Chicago Public School located on North Olcott Avenue, project managed by the Public Building Commission of Chicago. Site work includes stormwater management which is accommodated through a permeable paver parking lot and a playground for students. Site work extended west to include relocation of a baseball field.

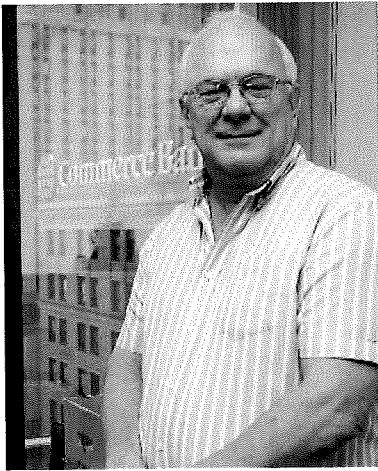
LAWNDALE ELEMENTARY SCHOOL / Chicago, Illinois / Project QA/QC / 2011 Principal civil engineer for work associated with demolishing an existing school building and replacing it with a new pedestrian plaza and parking lot. The plaza, constructed of permeable pavers, provides outdoor gathering and play space for students. Stormwater detention is accommodated beneath the plaza.

FIRE STATION 16 / Chicago, Illinois / Project Manager / 2012 Provided civil engineering services associated with the new Chicago Fire Station, project managed by the Public Building Commission of Greater Chicago. Scope included site preparation services to accommodate environmental and geotechnical earthwork, cut/fill analysis and site engineering services such as stormwater management and utility coordination. Project was aesthetically designed as a campus with the neighboring Little Village Library.

FIRE STATIONS 102, 109 AND 121 / Chicago, Illinois / Project Designer Site design for several fire stations in Chicago, permitting with the City of Chicago's Department of Water Management, permitting with Chicago's Department of Transportation, preparation of specifications, and project management.

LITTLE VILLAGE LIBRARY / Chicago, Illinois / Project Manager / 2012 Provided civil engineering services associated with the new Chicago Public Library, project managed by the Public Building Commission of Greater Chicago. Scope included site preparation services to accommodate environmental and geotechnical earthwork, cut/fill analysis and site engineering services such as stormwater management and utility coordination.

WHITNEY YOUNG BRANCH LIBRARY / Chicago, Illinois / Project QA/QC / 2013 Project goal was to environmentally remediate the future site of the Chicago Public Library. TERRA was called upon to assist the Public Building Commission of Greater Chicago and their environmental consultant by informing the remediation from a civil engineering point of view. TERRA performed preliminary engineering calculations and generated stormwater management options for the future library which will be designed and construction several years after this project's remediation effort. The preliminary analysis informed the geotechnical and environmental remediation of this phase so it would not negatively impact future stormwater and infrastructure options.



Mr. Seneca has over 39 years of experience in various aspects of design, construction and geotechnical engineering. Having gained his experience working for the Illinois Department of Transportation, Mr. Seneca brings a wealth of knowledge in geotechnical and construction engineering to TERRA. Some of his recently completed projects in geotechnical engineering include:

ISTHA GEOTECHNICAL SERVICES FOR I-90 AND ELMHURST ROAD INTERCHANGE IMPROVEMENT PROJECT / Cook County, Illinois / Geotechnical Engineer / Managed and performed quality assurance checks on the preparation of two Geotechnical Work Programs for 98 boring locations. The project's Phase I geotechnical work included two Roadway Geotechnical Reports (RGR), seven Structure Geotechnical Reports, and multiple Geotechnical Recommendations for sign trusses, traffic signals, and toll gantries throughout the project limits.

ILLINOIS DEPARTMENT OF TRANSPORTATION PROJECT MANAGEMENT / Various Locations in IDOT District 4, Illinois / Project Manager, Geotechnical Engineer / Responsibilities as a Project Manager include helping the acting District 4 Geotechnical Engineer with directing consultant engineers on eight geotechnical projects totaling 43 miles of roadway and structure geotechnical reports.

ILLINOIS ROUTE 9 OVER MUD CREEK AND ILLINOIS ROUTE 116 OVER TEN-MILE CREEK / Mackinaw, East Peoria, Illinois / Geotechnical Engineer / 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.

IDOT STRUCTURAL GEOTECHNICAL REPORT FOR ILLINOIS 17 OVER EDWARDS RIVER / Mercer County, Illinois / Geotechnical Engineer / Performed the site visit to investigate existing conditions. Developed boring location plan for the six subsurface samples. Provided oversight and quality assurance checks on the preparation of the Structure Geotechnical Report (SGR).

IDOT STRUCTURAL GEOTECHNICAL REPORT FOR US 67 OVER POPE CREEK / Mercer County, Illinois / Geotechnical Engineer / Coordinated the drilling locations for the four borings taken at the site. Provided oversight and quality assurance checks on the preparation of the Structure Geotechnical.

IDOT STRUCTURAL GEOTECHNICAL REPORT FOR ILLINOIS 8 OVER WEST FORK OF KICKAPOO CREEK / Peoria, Illinois / Geotechnical Engineer / Coordinated with the structural engineer to ensure congruence between Type, Size, and Location (TSL) plan and Structure Geotechnical Report (SGR) for the proposed 182.5-foot bridge. Prepared the boring location plan for the four subsurface investigations performed. Provided oversight and quality assurance checks on the preparation of the Structure Geotechnical Report (SGR).

IDOT STRUCTURAL GEOTECHNICAL REPORT FOR ILLINOIS 78 OVER KICKAPOO CREEK / Knox County, Illinois / Geotechnical Engineer / Oversaw the prepared of exhibits for the Structure Geotechnical Report (SGR), including stability analysis, pile length spreadsheets, seismic site class determination spreadsheet, location map, LPILE input data chart, subsurface boring profiles, and site visit pictures. Provided quality assurance checks on the final report.



ILLINOIS ROUTE 336 MAYCOMB BYPASS / Macomb, Illinois / Geotechnical Engineer / Geotechnical Engineer, reviewed and approved the soil reports for the 6.5-mile-long bypass. The project included a 67 foot fill on unstable ground. Also, many spring locations and areas of settlement.

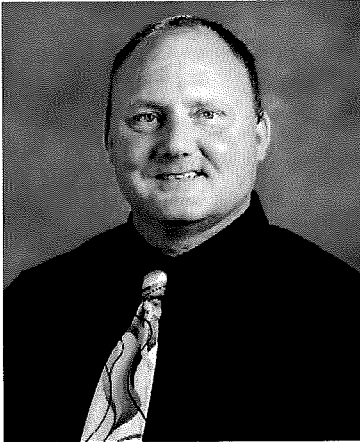
RECONSTRUCTION OF INTERSTATE 74 / Peoria, Illinois / Geotechnical Engineer / Geotechnical Engineer, responsibilities included review of soil reports and resolving problems that arose during the construction process. Design services for the expansion of the existing four-lane interstate to six lanes included significant off-system (local network) reconstruction, traffic signal system replacement, numerous bridges, and extensive retaining wall construction.

***IDOT FIELD CONSTRUCTION ENGINEER** / Peoria, Illinois / Construction Engineer / Provided construction inspection oversight on multiple projects throughout in two counties and portions of two other counties. One of the projects included the Bob Michael Bridge. Mr. Seneca was the Resident Engineering on the following projects, Interstate 155 Interchange with Route 9 in Tremont, Cedar Street Bridge Decking – Removed and Replaces Bridge Deck, Cedar Street Bridge – Jacking and Repairs, and Bridge Removal and Replacement for Farm Creek Bridge at IL 116 in East Peoria.

***IDOT DESIGN SQUAD LEADER** / Peoria, Illinois / Squad Leader / Led a team of engineers and technicians to develop and review design document through District 4. Design projects included Cedar Street Extension, I-474 in East Peoria (six miles), Springfield Road in East Peoria, Illini Street Pump Station, and Fremont Street over Route 34 Overpass.

***IDOT DISTRICT GEOTECHNICAL ENGINEER** / Peoria, Illinois / Geotechnical Engineer / Oversaw the district's geotechnical personnel. Developed and refined the District's geotechnical policies and special provisions to address soil conditions found throughout the counties in the district. Coordinated with the Bridge Office Foundation and Geotechnical Unit to resolve geotechnical dilemmas. Provided direction to construction personnel to quickly resolve unexpected situations encountered during construction. Performed site visits to construction sites and areas reported by field personnel as geotechnical concerns. Wrote and reviewed Structure Geotechnical Reports (SGRs), Roadway Geotechnical Reports (RGRs), and other geotechnical recommendations for slope stability, traffic signal foundations, and sign foundations.

***IDOT MIXTURES CONTROL ENGINEER** / Peoria, Illinois / Mixtures Control Engineer / Responsible for all concrete and bituminous mixtures at 40 redi-mix concrete plants and 14 bituminous plants scattered over eight counties. During this period, the QC/QA program was initiated and super pave was started.



Mr. Cashman offers nearly two decades of experience in construction engineering and management, construction material testing, and geotechnical engineering. During this time he has played a key role in a spectrum of transportation, drainage, water distribution, wastewater treatment, and building construction engineering projects.

BERWYN DEPOT DISTRICT STREETScape PROJECT / Berwyn, Illinois / Design coordination for site investigations including survey and geotechnical evaluation, water main and sewer design, pavement condition investigation and evaluation / funding coordination / constructability review.

GOVERNORS STATE UNIVERSITY ROADWAY AND SEWER IMPROVEMENTS / University Park, Illinois / Mr. Cashman conducted the field condition report and paving assessment along 0.5 miles of campus roadway and several areas of GSU parking. Mr. Cashman is currently leading the cost estimating services TERRA is providing to the University and the Capital Development Board, utilizing his many contractor contacts to ensure our engineer's cost opinion is in line with current industry trends. Mr. Cashman will oversee the construction process at GSU, working as TERRA's on-site representative.

CENTRAL AVENUE PROJECT DEVELOPMENT REPORT / Matteson, Illinois / Leader of the site investigation activities required to prepare the Project Development Report required by the IDOT and the FHWA. Conducted extensive field investigations including pavement inspection and evaluation and in-service culvert inspections.

2014 OAK PARK GREEN ALLEY IMPROVEMENTS / Oak Park, Illinois / Design engineer and project manager for nine alleys throughout the community under the IGIG grant (Illinois Green Infrastructure Grant). The design employs BMPs which include permeable pavers, dry wells, and infiltration monitoring. The project is currently in the bidding phase and will be constructed in the fall of 2014. Mr. Cashman will be the Resident Construction Engineer during the accelerated construction schedule.

WATER METER REPLACEMENT PROGRAM / Norridge, IL / Field oversight and documentation for the Village wide residential and commercial meter replacement program.

WILSON PARK ARTIFICIAL TURF FIELD AND TRACK / Chicago, Illinois / Construction administration and inspection for a new artificial turf field and running track.

RIDGELAND COMMON / Oak Park, Illinois / Construction administration and inspection for site development construction including the construction of an artificial turf field and site development work.

BELLWOOD STREET RATING PROGRAM 2005 AND 2006 / Bellwood, Illinois / Resident Engineer / Conducted extensive field study to rate the existing pavement condition of Village streets using IDOT rating criteria. Data was used to help engineers and local agency administration determine what streets would be prioritized for future improvement.

SOUTHERN NEVADA WATER AUTHORITY-SOUTH VALLEY LATERAL / Clark County, NV / Construction of 60-inch water transmission main from Lake Mead to Las Vegas to provide water to meet increasing demands. WTI provided on-call field and laboratory QC services to verify that soil cement backfill met compliance with project standards.



Mr. Vivanco brings more than 20 years of experience to the TERRA team, including 17 years working with the City of Chicago's Streets and Sanitation Department. His expertise includes traffic signal design and preparation of estimates documents. He is also well-versed in MicroStation. Mr. Vivanco's prior experience includes:

IDOT CONSTRUCTION INSPECTION / IDOT District 5 / Construction Inspector / Performed construction inspection duties for various routes and projects throughout IDOT District 5, a region that includes the Bloomington-Normal and Champaign-Urbana metropolitan areas. Duties included roadway construction supervision and inspection, and interaction and coordination with IDOT Resident Managers throughout each project.

2014 OAK PARK GREEN ALLEY IMPROVEMENTS / Oak Park, Illinois / Field Technician for nine alleys throughout the community under the IGIG grant (Illinois Green Infrastructure Grant). The design employs BMPs which include permeable pavers, dry wells, and infiltration monitoring. The project is currently in the bidding phase and will be constructed in the fall of 2014. Mr. Cashman will be the Resident Construction Engineer during the accelerated construction schedule.

CHICAGO AVENUE REHABILITATION PHASE II* / Chicago, Illinois / Traffic Engineer / Phase II widening and intersection improvements for the reconstruction of Chicago Avenue. Phase II responsibilities included the development of PS&Es for two separate roadway plans for five miles of widening, utility coordination, resurfacing, signalization, MOT, and 19 intersection modifications along the four-lane urban roadway.

CHICAGO AVENUE PUMPING STATION AT MICHIGAN AVENUE* / Chicago, Illinois / Traffic Engineer / Provided preliminary and final design and construction services for replacement of the Historic Chicago Avenue Pumping Station roof deck. The \$4.5 million project included the analysis and reuse of an existing wrought iron framing system and required the development of new materials and unique construction methods. Developed record setting structural concrete to accommodate construction loads. Project was expanded to include landscape/streetscape, lighting, and MOT along Michigan Avenue.

STREETS AND SANITATION, BUREAU OF ELECTRICITY** / Chicago, Illinois / Engineering Technician / Mr. Vivanco's duties included:

- Conducted field surveys
- Prepared layout for traffic control signals modernization and improvement and street lighting projects
- Prepared technical construction plans for street lighting, fire alarm / p.c. systems
- Acted as district or resident engineer at a moderately complex construction project and as assistant resident engineer on a major project
- Evaluated a variety of contractors shop drawings
- Reviewed contract plans and specifications for errors or omissions
- Responsible for quantity and cost estimates for a variety of engineering practices and procedures
- Used MicroStation for professional construction engineering drawings plans in a timely manner

* While employed at HDR Engineering

** While employed at City of Chicago Streets and Sanitation



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 STRUCTURAL GEOTECHNICAL REPORT FOR ILLINOIS 17 OVER EDWARDS RIVER / Mercer County, Illinois / Project Engineer / Performed the site visit to investigate existing conditions. Developed boring location plan for the six subsurface samples. Determined seismic site class, estimated pile lengths, performed stability analysis with SLIDE program, and prepared other exhibits required for the Structure Geotechnical Report (SGR). Prepared draft SGR for review by senior geotechnical engineer.

IDOT STRUCTURAL GEOTECHNICAL REPORT FOR US 67 OVER POPE CREEK / Mercer County, Illinois / Project Engineer / Investigated conditions of the existing two-span structure and surrounding features. Coordinated the drilling locations for the four borings taken at the site. Developed exhibits and performed analysis for seismic, slope stability, settlement, and other potential geotechnical concerns. Prepared draft Structure Geotechnical Report for review by senior geotechnical engineer.

IDOT STRUCTURAL GEOTECHNICAL REPORT FOR ILLINOIS 8 OVER WEST FORK OF KICKAPOO CREEK / Peoria, Illinois / Project Engineer / Coordinated with the structural engineer to ensure congruence between Type, Size, and Location (TSL) plan and Structure Geotechnical Report (SGR) for the proposed 182.5-foot bridge. Prepared the boring location plan for the four subsurface investigations performed. Developed exhibits and performed analyses to be included in the report. Drafted the SGR for review by senior geotechnical engineer.

IDOT STRUCTURAL GEOTECHNICAL REPORT FOR ILLINOIS 78 OVER KICKAPOO CREEK / Knox County, Illinois / Project Engineer / Drafted the Structure Geotechnical Report for review by Senior Geotechnical Engineer. Prepared exhibits for the report, including stability analysis, pile length spreadsheets, seismic site class determination spreadsheet, location map, LPILE input data chart, subsurface boring profiles, and site visit pictures.

ISTHA GEOTECHNICAL SERVICES FOR I-90 AND ELMHURST ROAD INTERCHANGE IMPROVEMENT PROJECT / Cook County, Illinois / Project Engineer / Coordinated with sub-consultant to get subsurface exploration completed. Prepared two Geotechnical Work Programs for 98 boring locations. Proposed work includes preparing two Roadway Geotechnical Reports (RGR), seven Structure Geotechnical Reports, and multiple Geotechnical Recommendations for sign trusses, traffic signals, and toll gantries throughout the project limits.

IDOT BUREAU OF BRIDGES AND STRUCTURES, FOUNDATION AND GEOTECHNICAL UNIT / Springfield, Illinois / Project Engineer / Reviewed Phase I reports, Phase II design plans, and construction documents for geotechnical adequacy for IDOT's Foundation and Geotechnical Unit. Submittals reviewed were for a variety of structure types including bridges, Mechanically Stabilized Earth (MSE) walls, soldier pile walls, tangent shaft walls, culverts, pump stations, and others.

GLEN AVENUE AND UNIVERSITY STREET INTERSECTION IMPROVEMENTS / Peoria, Illinois / Responsibilities include assisting in concept plan development, cost estimate, pavement geotechnical report, and designating pavement core locations. TERRA was selected to provide pavement rehabilitation design and Americans with Disabilities Act (ADA) improvements at the busy intersection of Glen Avenue and University Street.



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.



Ms. Carrillo's responsibilities include calculations related to stormwater management, design of storm sewers site, utility design, production of construction documents, permitting and construction observation. Site development projects include planning, design, and production of construction documents for sites such as commercial developments, schools, office, industrial parks and residential. Recent project experience includes:

FIRE COMPANY 16 / Chicago, Illinois / Project Engineer / Site preparation, site design, stormwater management, and permitting for a new fire station on the south side of Chicago. The project included rain water re-use for irrigation and flushing toilets. A permeable pavement parking lot and several infiltration trenches were incorporated in the best stormwater management plan. The site preparation included removing concrete foundations, USTs, and some wall foundations.

CHINATOWN BRANCH LIBRARY / Chicago, Illinois / Project Engineer / Provided project management, site design, stormwater management, and permitting for a new library on the south side of Chicago. The design included extensive coordination with the design team and CDOT to meet the future realignment of the adjacent street. The site required a stormwater permit from the city and permeable pavers were utilized to meet the stormwater requirements for the 100-year storm. The library is aiming for LEED Platinum and coordination is required to achieve the credits required. Construction Administration will be provided by TERRA once ground is broken.

JONES HIGH SCHOOL / Chicago, Illinois / Project Engineer / Site design, stormwater management and permitting for an eight-story high school in the South Loop. The project aims to be a LEED and sustainable model for the South Loop and is currently charted to be a LEED Platinum building in the design phase. A green alley was installed at the west end of the building to serve as a detention component to Jones High School.

WALTER PAYTON COLLEGE PREP HIGH SCHOOL ANNEX / Chicago, Illinois / Project Engineer / Site design, stormwater management and permitting for a three-story high school annex addition in River North. The site included a concrete fire lane around the annex and a concrete stormwater detention tank and bioswale to assist with stormwater runoff. The site preparation included removing unsuitable soils due to geotechnical and environmental requirements.

CHICAGO VETERANS HOME / Chicago, Illinois / Project Engineer / Site design, stormwater management and permitting for a LEED certified building on a seven-acre site with various open garden areas. The design incorporated permeable pavement parking lots, bio-swales, and vegetated filter strips as a best stormwater management plan. The site consciously addressed water quantity and quality, as the discharge of the new development is tributary to an existing IDNR conservation wetland. The site will reduce its stormwater impact while improving the quality of water being discharged. The site preparation included removing unsuitable soils due to environmental requirements.

CHICAGO CHILDRENS ADVOCAY CENTER BUILDING ADDITION / Chicago, Illinois / Provided project management and site engineering oversight, inclusive of pavement design, utility connections, grading and drainage, stormwater management and LEED documentation for this building renovation and addition.

LAWNDALE ELEMENTARY PAVER PLAZA / Chicago, Illinois / Project Engineer / Provide design of a permeable paver plaza constructed within the footprint of a demolished building with stormwater management within the plaza's aggregate base. The plaza was designed to be enclosed with landscape planters to provide the school a sense of safety and security in a cost efficient way.



Scott brings a mix of water resource, structural and technical experience to our team. His experience includes water resource design, hydraulics and hydrology, design of steel and concrete structures, bridge engineering, surveying / remote sensing and Finite Element Analysis. His software experience includes AutoCAD, AutoCAD Civil 3D, Autodesk Robot, Excel, Mathematica and Autodesk Revit.

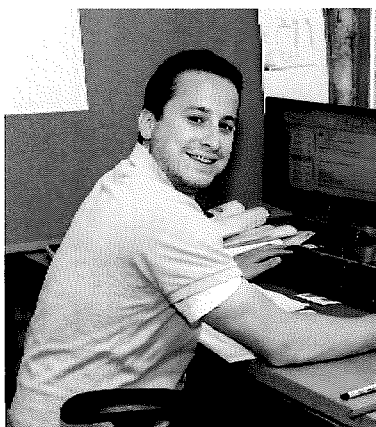
SOUTHEAST AREA ELEMENTARY SCHOOL / Chicago, Illinois / Project Engineer / Public Building Commission and Chicago Public Schools is currently remediating a 3-acre contaminated site on the south side of Chicago. This site will serve as the location for a new 3-story Elementary School, a playlot, and multi-use artificial turf field. The process of remediation of this site includes removal of raw materials and organics, testing for harmful contaminants within the soil, and preparation of sub-grade and sub-base. Design and engineering of the site included minimizing site haul-off and cut/fill analysis and modeling. Weekly earthwork coordination meetings are held to relay condition of the site to client and design team. The project is currently under site remediation construction and is scheduled for vertical construction in the summer of 2015.

JOHN C. CONNLEY ELEMENTARY SCHOOL ANNEX / Chicago, Illinois / Project Engineer / Public Building Commission and Chicago Public Schools has constructed a 3 story annex to an existing 1950s historic elementary school in the neighborhood of Irving Park. The annex was constructed in two phases. Constructed during phase one were site utility connections, building caissons, building grade beams, and subgrade for on-grade building slab. Phase one included earthwork analysis and modeling, site grading/drainage engineering, and utility engineering. Phase two included building vertical construction, stormwater detention and infiltration design, grading/drainage engineering, and site design and layout.

ORIOLE PARK ELEMENTARY ADDITION / Chicago, Illinois / Project Engineer / Public Building Commission and Chicago Public Schools is currently constructing a 3 story addition to an existing elementary school in Oriole Park, west of the grater downtown area. The project is under an accelerated schedule due to the over population of the school and the limited classroom space. The project will be constructed in a unique fashion, where an existing classroom modular will remain until the addition has been completed. Water, sanitary, and storm services to the modular were rerouted and designed to adequacy service the final condition of the site. The void created by the modular demolition will be utilized for detention. Free draining stone and an artificial turf system will be installed for site detention using the existing modular foundations. The project is currently under construction and is scheduled for vertical construction in the spring of 2015.

AMES MIDDLE SCHOOL / Chicago, Illinois / Project Engineer / Chicago Public Schools has renovated the interior of Ames Middle School in order to bring the property into conformance with their latest standards. This effort includes the replacement of a natural turf IHSA soccer field with artificial turf soccer/football combination field. The project was designed under an extremely tight schedule due to winter weather delays. The project construction phase consisted of sub-base preparation, proof rolling of sub-base, and undercuts of unsuitable soils.

LINDBLOM PARK / Chicago, Illinois / Project Engineer / Project Engineer for the site design of a Chicago Park District project consisting of a new multi-sport artificial turf field, new sports field lighting, a new 400-meter running track, a new long/triple jump lane, and infield improvements to two existing baseball diamonds. To maintain project budget, earthwork computations and modeling have been utilized dynamically in the site design phase to help minimize earthwork haul costs. The project construction phase has consisted of weekly meetings to oversee sub-base preparation, proof rolling of sub-base, and sub-base undercuts beneath asphalt pavement and artificial turf system.



Mr. McCarthy's responsibilities include calculations related to stormwater management, design of storm sewers site, utility design, production of construction documents, permitting and construction observation. Site development projects include planning, design, and production of construction documents for sites such as commercial developments, schools, office, industrial parks and residential. Recent project experience includes:

SOUTHWEST AREA SCHOOL / Chicago, IL / Project Engineer / Southwest Area School is an 8.2-acre site that will be home to a new PBC and CPS school and multi-use artificial turf field. TERRA is providing earthwork analysis and modeling, site design, grading/drainage engineering, and utility engineering. Site work includes access drives, parking, minimizing site haul-off, and use of an infiltration system in the artificial turf field in order to meet City of Chicago's stormwater ordinance.

UNIVERSITY OF CHICAGO – 58TH STREET EAST STREETScape / Chicago, IL / Project Engineer / TERRA 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. TERRA also analyzed the structural integrity of an existing utility tunnel with an integral sidewalk roof slab and provided the design for replacing the damaged roof slab.

UNIVERSITY OF CHICAGO – SOUTHEAST QUAD ELECTRICAL UTILITY UPGRADE / Chicago, IL / Project Engineer / TERRA provided the site utility layout and coordination for new electrical lines at the University of Chicago. This included analyzing, designing, and modeling multiple utility crossings under an existing steam tunnel.

LUCAS MUSEUM OF NARRATIVE ART / Chicago, Illinois / Project Engineer / 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 earthwork analysis, hydraulics, hydrology, utilities and traffic.

WRIGLEY FIELD 1060 PROJECT / Chicago, Illinois / Project Engineer / 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. As part of this project, TERRA provided an earthwork analysis and design for a 4.7-acre parking lot that minimized site haul-off and reduced project cost.

LINCOLN PARK ZOO EXHIBITS / Chicago, Illinois / Project Engineer / Providing site utility relocation, service design, engineering, and coordination for the zoo's multi-year, +/- \$100M campaign to renovate numerous exhibits in the northern portion of their campus. Sustainable stormwater management design includes meeting the Chicago requirements with permeable paving, green roofs, and dry creek bed.

WOLF POINT – NORTH PARKING GARAGE* / Chicago, Illinois / Project Coordinator / Provided soil analysis, earth retention system (ERS) design, and ERS installation for a below grade parking garage that will service almost 500 vehicles.

*While Employed at Michels Foundation.

EXHIBIT A
LEGAL ACTIONS

ATTACHED HERETO

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 checked="" type="checkbox"/>
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

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 Karen Steingraber, P.E., as 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 St., 4th Fl., 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".

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture

- ☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Not-for-profit Corporation
☐ Other: _____

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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, PE	President
Jamil Bou-Saab, PE	Executive Vice President

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, PE	9601 Lakeshore Dr., Newton, WI 53063	57%
Jamil Bou-Saab, PE	1023 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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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)

Name	Ownership Interest 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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-rigging² 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-rotating⁴ 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;

- 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.

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/FEES

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.

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 Restriction⁵, (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.

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

Karen Steingraber, PE

Name of Authorized Officer (Print or Type)

President

Title

312.467.0123

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 6th day of April, 2015 by

Karen Steingraber (Name) as President (Title) of

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

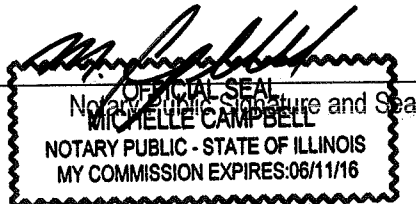


EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

ATTACHED HERETO

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):

tbd

Description of goods or services to be provided under Contract:

Civil Engineering

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:

- 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

4/6/2015

Date

Karen Steingraber, PE
Name (Type or Print)

President

Title

Subscribed and sworn to before me

this April day of 6 2015

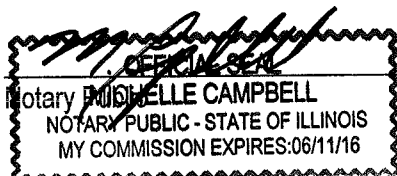


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

ATTACHED HERETO

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.

- 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.

- 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.

- 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.

- 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.

- 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.

- 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.

- 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.

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

15

- 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.)

Civil Engineering

- B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.

tbd

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.

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.

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:

Commission expires:

(SEAL)

(SEAL)

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

Name of Project: _____

Project Number: _____

Name of Firm: _____

Name of MBE or WBE Firm: _____

Check the appropriate box: ☐ MBE or ☐ WBE

TO:

_____ and Public Building Commission of Chicago

Name of Professional Service Provider

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

☐ Sole Proprietor

☐ Corporation

☐ Partnership

☐ 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 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

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

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

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 Exhibit, 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 General 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)

Phone

☐ MBE ☐ WBE ☐ Non-MBE/WBE

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(1 of 2)

Name of Project: Managing Geotechnical Consulting Services

STATE OF ILLINOIS }
 } SS

COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
President and duly authorized representative of TERRA Engineering, Ltd.
Title _____ Name of Professional Service Provider

whose address is
225 W. Ohio St., 4th Floor

in the City of Chicago, State of Illinois

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 Consultant	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
TERRA Engineering, Ltd.	Civil Engineering	\$	\$ tbd
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$ tbd
Percent of Total Base Bid		%	100 %

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(2 of 2)

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.

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % 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% 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 above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider 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:

TERRA Engineering, Ltd.

Name of MBE/WBE Firm (Print)

4/6/2015

Date

312.467.0123

Phone

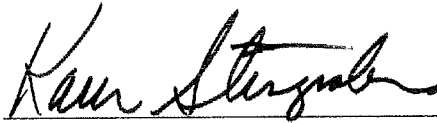
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone



Signature

Karen Steingraber, PE

Name (Print)

Signature

Name (Print)

☐ MBE ☐ WBE ☐ Non-MBE/WBE

SCHEDULE E
INSURANCE REQUIREMENTS
MANAGING GEOTECHNICAL CONSULTANT SERVICES—PS2052

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

E.1. INSURANCE TO BE PROVIDED:

E.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.

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

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

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

E.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago and the User Agency must be named as Additional Insured on a primary, non-contributory basis.

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

E.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. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

E.1.5. Property

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

E.1.6. Valuable Papers

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

E.1.7 Contractors Pollution Liability

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

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

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

E.1.8 Railroad Protective Liability

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

ADDITIONAL REQUIREMENTS

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

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

The insurance must provide for 30 days prior written notice to be given to the Commission if coverage is substantially changed, canceled, or non-renewed.

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

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

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

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago and the User Agency do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2015

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).

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	Y		84SBWU7469 PROFESSIONAL LIAB EXCL	04/10/2014	05/27/2015	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		84UEGPY4367	05/27/2014	05/27/2015	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"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y		84SBWU7469	04/10/2014	05/27/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		N/A	84WBGA7649	05/26/2014	05/26/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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: Managing Geotechnical Consultant Services - PS2052
Public Building Commission of Chicago, the City of Chicago, and the User Agency are included as additional insured for the above coverages except WC as required by written contract.

CERTIFICATE HOLDER

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, IL 60602

ch
4/20/15

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

Jeff Connelly

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ACORD 25 (2010/05)

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COI - Terra - car - 2052 GeoTech Oversight Term - 20140526
200000 - 01 14 - 01 - 04



CERTIFICATE OF LIABILITY INSURANCE

TERRENG-01

GADANK

DATE (MM/DD/YYYY)

4/8/2015

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.

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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
INSURED Terra Engineering, Limited 225 W. Ohio Street, 4th Floor Chicago, IL 60654	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Argonaut Insurance Company	
	NAIC # 19801	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					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.		IAE1267801	03/01/2015	03/01/2016	Per Claim/Aggregate: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Managing Geotechnical Consultant Services - PS2052

CERTIFICATE HOLDER**CANCELLATION**

Public Building Commission of Chicago
Attn: Richard J. Daley Center
50 W. Washington, Room 200
Chicago, IL 60602

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

AUTHORIZED REPRESENTATIVE

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