

PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT
CONTRACT NUMBER PS962
TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES
FOR

SWPP CHLORINE IMPROVEMENTS
DWM PROJECT NO. F1226
CHICAGO, ILLINOIS

Mayor Richard M. Daley
Chairman

Montel M. Gayles
Executive Director

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

EXECUTION PAGE
PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL ENGINEERING SERVICES

AGREEMENT NO. PS962

THIS AGREEMENT dated as of March 14, 2006 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 Greeley and Hansen LLC, a Illinois Limited Liability Company with offices at 100 South Wacker Drive, Chicago, IL 60606, (the "**Engineer**").

BACKGROUND INFORMATION

THE COMMISSION on behalf of the **CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT** (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of the following facility or facilities in Chicago, Illinois 60649, described in **Schedule A** attached to the Agreement (the "**Project**"):

Project: SWPP Chlorine Improvements

DWM Project No. F1226

Chicago, Illinois 60649

The Commission requires certain professional services described in the Agreement, in connection with the Project and desires to retain the Engineer on the terms and conditions set forth in the Agreement to perform such services. The Engineer desires to be so retained by the Commission and has represented to the Commission that the Engineer has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

The Engineer has consulted with the Commission and the User Agency, reviewed the Project Documents (defined below), made site inspections, and taken such other actions as the Engineer deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Engineer represents that it is qualified and competent by education, training and experience to modify the drawings, specifications and construction documents as necessary to complete the Project originally prepared under a separate agreement with the User Agency and to provide professional engineering services to administer the construction of the Project in accordance with standards of reasonable professional skill and diligence.

The Project is comprised of the addition of a new chlorine facility at the South Water Purification Plant. The new addition is proposed to be a 3-story building of 39,358 square feet, housing water purification equipment, i.e. a Chlorination Plant.

The Construction Budget for the Project as determined by the Commission is approximately **\$37,000,000** and the Engineer confirms to the Commission that such Budget based upon current area, volume or other unit cost, the requirements of the Project and allowances for cost escalation and Project contingencies, is reasonable for the construction of the Project.

The Commission has relied upon the Engineer's representations in selecting the Engineer.

NOW THEREFORE, The parties agree on the Terms that follow:

SIGNED on: August 3, 2006

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard M. Daley
Chairman

ATTEST:

Edgwick Johnson
Secretary

Engineer: Greeley and Hansen LLC

BY: *John C. Vogel*
Principal

BY: *Stephen H. Palac*
Principal

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: COOK
State of: ILLINOIS

Subscribed and sworn to before me by JOHN C. VOGEL and STEPHEN H. PALAC on behalf of
Engineer this 26th day of JULY, 2006.

Josephine Jensen
Notary Public

My Commission expires:

(SEAL OF NOTARY)

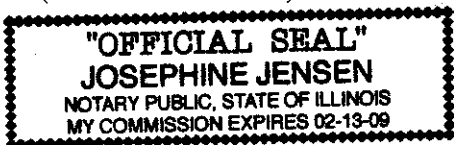


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TERMS

1. INCORPORATION OF RECITALS

The matters recited above are incorporated in and made a part of the Agreement.

2. DEFINITIONS AND USAGE

A. Definitions. The following phrases have the following meanings for purposes of the Agreement:

- i. **Agreement.** This Agreement for Professional Engineering Services between the Commission and the Engineer, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- ii. **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, Director of Development, Portfolio Manager or designated consultant or consultants, including the Commission's authorized representative, as designated by the Commission in writing.
- iii. **Construction Budget.** The total funds budgeted by the Commission for constructing the Project and furnishing all items necessitated by the Project which must be shown or described in the Contract Documents prepared by the Engineer in accordance with this Agreement. The Construction Budget does not include any payments made to the Engineer or its subcontractors or reimbursable expenses pursuant to **Schedule C**.
- iv. **Contingent Additional Services.** Additional services to be provided by the Engineer for the Project pursuant to the provisions of **Schedule A**.
- v. **Contract Documents.** All of the component parts of the Contract between the Commission and the General Contractor for the construction and improvement of the Project including the general and special conditions, technical specifications, drawings, addenda, bulletins and modifications to those parts.
- vi. **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- vii. **Deliverables.** The documents, in whatever format requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Engineer is required under this Agreement to provide to the Commission.
- viii. **Engineer.** The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- ix. **Key Personnel.** Those job titles and individuals identified in **Schedule E**.
- x. **Services.** Collectively, the duties, responsibilities and tasks that are necessary to allow the Engineer to provide the Scope of Services required by the Commission under this Agreement.
- xi. **Special Consultants.** Include but are not limited to, geotechnical, structural, environmental hazard and LEED subcontractors and are eligible for reimbursement under the terms of the Agreement.
- xii. **Subcontractor.** Any person or entity hired or engaged by or through the Engineer to provide any part of the Services, including subconsultants of any tier.

- xiii. **Technical Personnel.** Includes partners, officers and all other personnel of the Engineer, including technical typists assigned to the Project, exclusive of general office employees.
- xiv. **Transfer Documents.** Materials, such as plans, specifications, manuals and other materials, if any, prepared by others, as indicated in **Schedule B**, and provided to the Engineer for reference.
- xv. **User Agency.** The governmental agency, identified in the Background Information, that requested the Commission to undertake the construction and/or improvement of the Project.

B. Usage and Conventions.

- i. **Captions and Headings.** The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.
- ii. The term "**include**," in all its forms, means "include, without limitation" unless stated otherwise.
- iii. Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.
- iv. References to "**approved by the Commission**" or to "**approval by the Commission**" are not intended to and must not be interpreted to absolve the Engineer from liability due to errors and omissions.

3. **INCORPORATION OF DOCUMENTS**

The documents identified in this Section are incorporated in and made a part of the Agreement. By executing the Agreement, the Engineer acknowledges that Engineer is familiar with the contents of each of such documents and will comply fully with all applicable portions of them in performing the Services.

- a. Project Documents. The plans and specifications for the Project as described on **Schedule B**. The Engineer must verify the completeness and accuracy of all Project Documents, including information in the Transfer Documents.
- b. Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("**MBE**") and women business enterprises ("**WBE**"), as the same may be revised from time to time.

4. **ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES**

- a. Engagement. The Commission engages the Engineer, and the Engineer accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended from time to time by mutual agreement of the Commission and the Engineer.
- b. Key Personnel. The Engineer must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Engineer that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in **Schedule E**. Upon that notice Engineer must immediately suspend the Key Person or Key Persons from performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.
- c. Adequate Staffing. The Engineer must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The Engineer must include among its staff the Key Personnel and positions as

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identified in the Agreement and specified in **Schedule E**. The level of staffing may be revised from time to time by notice in writing from Engineer to the Commission and with prior written consent of the Commission.

- d. Nondiscrimination. In performing under this Agreement the Engineer will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Engineer certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 *et seq.* (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended; the Environmental Barriers Act, 410 ILCS 25/1 *et seq.*; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code (1990), as amended. The Engineer will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.
- e. Employment Procedures; Preferences and Compliance. Salaries of employees of the Engineer, performing work under this Agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Engineer certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (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 Engineer will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 *et seq.* If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Engineer, out of payments due to the Engineer, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Engineer to the respective employees to whom they are due, as determined by the Commission in its sole discretion.
- f. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 3 above, the Engineer will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

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- g. No Damages for Delay. The Engineer will not assert charges or claims for damages against the Commission for any delays or hindrances from any cause whatsoever during the performance of any portion of the Services. Such delays or hindrances, if any, will be compensated for by an extension of time to complete the Services and, compensation based on **Schedule C** or paragraph 5.c. for such reasonable period as will be determined by the Commission, it being understood, however, that the agreement of the Commission to allow the Engineer to perform the Services or any other obligation under the Agreement after the time provided for its completion will in no way operate as a waiver on the part of the Commission of any of its rights under the Agreement.
- h. Records. The Engineer must maintain accurate and complete records of expenditures, costs and time incurred by the Engineer and by consultants engaged by the Engineer in connection with the Project and the Services. Such records will be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Engineer's offices upon reasonable notice during normal business hours. The Engineer must retain all such records for a period of not less than five calendar years after the termination of the Agreement.
- i. Time is of the Essence. The Engineer acknowledges that time is of the essence in the performance of services required by the Agreement and that timely completion of the Services is vital to the completion of the Project. The Engineer must use every reasonable effort to expedite performance of the Services and performance of all other obligations of the Engineer under the Agreement and any other agreements entered into by the Commission which are managed or administered by the Engineer as a result of the Engineer's engagement under the Agreement.
- j. Compliance with Laws. In performing its engagement under the Agreement, the Engineer must comply with all applicable federal, state and local laws, rules, and regulations.
- k. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the Engineer may be scheduled upon the Commission's request, at mutually agreeable times and locations. The Engineer will cause such meetings to be attended by appropriate personnel of the Engineer engaged in performing or knowledgeable of the Services. The Engineer will document the results of these Progress Meetings and distribute the minutes of the meetings to all parties.
- l. Defects in Project. The Engineer must notify the Commission immediately if the Engineer obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.
- m. Performance Standard.
 - i. The Engineer represents that the Services performed under the 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 design professionals performing similar services in the same locality at the same site and under similar circumstances and conditions. The Engineer further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Engineer to perform the Services in the manner required by the Agreement.
 - ii. The Engineer must ensure that all Services 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. The Engineer must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Engineer remains responsible for the professional and technical accuracy of all Services furnished, whether by the

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Engineer or others on its behalf. All deliverables will be prepared in a form and content reasonably satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

- iii. The Engineer 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.
- iv. If the Engineer fails to comply with the obligations under the standards of the Agreement, the Engineer 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 the Engineer 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 Engineer either under the Agreement, at law or equity.
- n. Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Engineer, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any changes absent such written amendment.
- o. Energy Conservation Ordinance. Whenever the Project requires design of new buildings or structures, additions or alterations of existing buildings or structures or a portion of them, the Engineer must comply with the provisions of the Energy Conservation Ordinance, Chapter 18-13 of the Municipal Code of Chicago. The Engineer must select and/or recommend for installation by contractor energy-efficient mechanical, water-heating, electrical distribution and illumination systems and equipment for the effective use of energy.
- p. Compliance with The Chicago Standard. The City of Chicago has adopted The Chicago Standard, a new set of construction standards for public buildings. The Chicago Standard was developed to guide the design, construction and renovation of municipal facilities in a manner that provides healthier indoor environments, reduces operating costs and conserves energy resources. It also includes provisions for outfitting, operating and maintaining those facilities. The Chicago Standard takes advantage of new building technologies and practices to enhance the well-being and quality of life of everyone working in and using these buildings, as well as the neighborhoods in which they are located. The Engineer will monitor the Project for adherence to The Chicago Standard to achieve, at a minimum, the LEEDTM¹ rating of Certified.

5. TERM

- a. Duration. The term of the Agreement begins on the Commencement Date of Services specified in **Schedule A**, and subject to the provisions in this section, expires upon completion of the Services and acceptance of the Deliverables by the Commission or, if the Services are of an on-going nature, on the Completion Date of the Services specified in **Schedule A**. The term of the Agreement may be extended by the mutual agreement of the Commission and the Engineer.
- b. Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Engineer at least

¹ Leadership in Energy and Environmental Design

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30 days before the effective date of termination. So long as the Engineer is not in default under this Agreement at the time of termination, the Commission will pay the Engineer, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Engineer for periods up to the effective date of termination. The Commission may, however in its sole discretion, reimburse the Engineer for actual expenses approved by the Commission.

- c. Suspension by the Commission. The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Engineer hereunder with respect to all or any part of the Services, by written notice given to the Engineer at least 5 days before the effective date of suspension. During the notice period the Engineer must wind down its Services. So long as the Engineer is not in default under this Agreement at the time of suspension, the Commission will pay the Engineer, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Engineer for periods up to the effective date of suspension. If the Engineer's performance is suspended more than 90 days under this provision, the Engineer may, at its option, exercise its rights under this section to terminate this Agreement.
- i. During the period the Engineer's performance is suspended, the Engineer is not entitled to incur fees or bill the Commission, except for Engineer's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Engineer's invoices or claims). The Engineer may bill such time spent during a suspension only if the Engineer's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in **Schedule C**. Participation in meetings at the request of the Commission is not considered to be resumption of the Engineer's Services.
- ii. If the Engineer is required to resume its Services under this Agreement, the Commission will notify Engineer in writing, giving Engineer a reasonable period not to exceed 10 days to remobilize itself. The Engineer may bill such time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in **Schedule C**. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services set forth in **Schedule A**, establishing a revised Completion Date of Services, and Engineer will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.
- d. Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Engineer from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Engineer on or before the effective date of termination or suspension. In no event will the Commission be liable to the Engineer for any loss, cost or damage, including lost profits, which the Engineer or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in it.
- e. Termination by the Engineer. If the Project, in whole or substantial part, is stopped for a period longer than 90 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 Engineer, or if the Commission suspends Engineer's performance of its Services on the Project for more than 90 days for any reason, or if the Commission fails after notice and an opportunity to cure to make any payment or perform any other obligation hereunder, the Engineer has the right to terminate this Agreement, by written notice given to the Commission at least 7 days before the effective date of termination, and has the right to recover from the Commission all compensation and reimbursements earned by the Engineer under this

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Agreement for periods up to the effective date of termination. If Engineer for any reason does not exercise its right to terminate hereunder, and if the Project and Engineer's Services are later resumed, Engineer will provide its Services as set forth in this Agreement without adjustment of compensation.

- f. **Force Majeure.** Neither of the parties will 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 will 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 Engineer under the Agreement for the duration of the *force majeure*. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Engineer is not in default of any obligation of the Engineer under the Agreement, the Commission will pay to the Engineer, according to the terms of the Agreement, all compensation and reimbursements due to the Engineer for periods up to the effective date of suspension. The term "*force majeure*" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. The term does not include, for example, typical Chicago inclement weather (i.e. weather the severity of which is less than a standard deviation from the 5-year mean for the Chicago Midway area as established by the National Oceanic and Atmospheric Administration) or labor strikes.

6. COMPENSATION OF ENGINEER; REIMBURSEMENT FOR EXPENSES

The Commission will compensate the Engineer for the Services in the amount and manner set forth on **Schedule C**.

7. RIGHTS AND OBLIGATIONS OF COMMISSION

- a. **General and Specific.** In connection with the administration of the Project by the Commission and the performance of the Agreement by the Engineer, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:
- i. **Information.** The Commission will provide the Engineer all information reasonably required concerning the Commission's requirements for the Project and the Services.
 - ii. **Review of Documents.** Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Engineer and render decisions pertaining to them with reasonable promptness.
 - iii. **Site Data.** To the extent the Commission determines to be necessary for the Engineer to perform the Services, the Commission may furnish, or may authorize the Engineer to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
 - (1) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.
 - (2) A certified title.
 - (3) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements
 - (4) Title information as to restrictions, easements, zoning and deed restrictions.

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- (5) Information concerning availability of both public and service and utility lines. See **Schedule A** for more details.
- iv. **Tests and Reports.** To the extent required for the Engineer to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Engineer to procure such tests and reports from a consultant or consultants approved in writing by the Commission. See **Schedule A** for more details. The Commission will pay for such tests and reports, however, the Commission may direct the Engineer to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment as provided in **Schedule C**.
- b. **Limited Exculpation of Engineer.** The Engineer is not liable to the Commission under the provisions of subparagraphs 7.a.iii and 7.a.iv for the substantive content of such tests and reports obtained from a consultant engaged by the Engineer and approved by the Commission, but only if the Engineer has exercised reasonable diligence in the selection of the consultant and also only if the Engineer has caused the consultant to purchase and maintain professional liability insurance in accordance with **Schedule D**, protecting the Commission, the User Agency, and the Engineer from any loss or claim arising out of the consultant's performance. See **Schedule A and D** for detailed requirements.
- c. **Audits.** The Commission has the right to abstract and audit the books of the Engineer and its subcontractors on all subjects relating to the Project and/or the Services.
- d. **Legal, Auditing and other Services.** The Commission will 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 Project. Such payments will not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of the Engineer.
- e. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf. No extras or credits to subcontractors will be authorized by anyone other than the Commission.
- f. **Ownership of Documents.** All designs, drawings, documents, data, studies and reports prepared by the Engineer or any party engaged by the Engineer, pertaining to the Project and/or the Services will be the property of the Commission.
- i. The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Engineer and its subcontractors pursuant to this Agreement (the "**Work**") will conclusively be deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 *et seq.*, and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Engineer hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- ii. The Engineer will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User

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Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

- iii. The Engineer represents to the Commission, the User Agency and their successors and assigns, that (i) the Work constitutes a work of authorship; (2) on the date of this Agreement the Engineer is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Engineer has the legal right to fully assign any such copyright with respect to the Work; (4) the Engineer has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Engineer is not a party to any other agreement or subject to any other restrictions with respect to the Work.

In addition, the Engineer represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the performance standard of this Agreement. Further, the Engineer will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Engineer is indemnified for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the Commission.

8. INDEMNIFICATION

- a. Indemnity by Third Parties. The Commission will require, by appropriate provision in each contract let by the Commission after the date of this Agreement with respect to the Project that the contractor(s) and consultant(s) under such contracts must indemnify, save and hold harmless the Commission, the User Agency and the Engineer, and each of them, and their respective commissioners, board members, officers, and employees, from all claims, demands, suits, actions, losses, costs and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the contractor(s) and consultant(s) under such contracts will purchase and maintain during the life of such contract such insurance as the Commission may require. The amount and insurer for such insurance are subject to approval by the Commission.
- b. Indemnification by Engineer. The Engineer must indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, (including court costs and expert's fees) 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 the Engineer's performance or non-performance of the Agreement or of any error, omission or negligent or willfully wrongful act of the Engineer, or and any person employed by the Engineer, or and any Subcontractor retained by the Engineer in connection with this Project.

9. INSURANCE MAINTAINED BY THE ENGINEER

The Engineer will purchase and maintain at all times during the performance of Services, for the benefit of the Commission, the User Agency and the Engineer, insurance coverage which will insure the Commission, the User Agency and the Engineer against claims and liabilities which could arise out of the performance of such Services, including the insurance coverages set forth in **Schedule D** to this Agreement.

10. DEFAULT

- a. Events of Default. Each of the following occurrences constitutes an Event of Default by the Engineer under the Agreement:
- i. Failure or refusal on the part of the Engineer to duly observe or perform any obligation or agreement on the part of the Engineer contained in the Agreement, which failure or refusal continues for a period of 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 10-day period) after the date on which written notice of it has been given to the Engineer by the Commission;
 - ii. Any representation or warranty of the Engineer set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
 - iii. The Engineer 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 will take any action in furtherance of any of the foregoing;
 - iv. Any proceeding is commenced against the Engineer 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 60 days following commencement of the proceeding, or appointment of, without the Engineer's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Engineer's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
 - v. The Engineer's material failure to perform any of its obligations under the Agreement including any of the following:
 - (1) Failure due to a reason or circumstance within the Engineer's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services;
 - (2) Failure to perform the services in accordance with the requirements of the Agreement;
 - (3) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (4) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory;
 - (5) Discontinuance of the Services for reasons within the Engineer's reasonable control;
 - (6) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.

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- vi. Any change in ownership or control of the Engineer, as defined in paragraph 13, without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- vii. The Engineer's default under any other agreement it presently may have or may enter into with the Commission. Engineer acknowledges that in event of a default under the Agreement the Commission may also declare a default under any such other agreements.
- b. Remedies. If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Engineer, in which event the Commission has no further obligations hereunder or liability to the Engineer except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will 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 in the Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

11. DISPUTES

- a. General. The Engineer will present all disputes arising under, related to or in connection with the terms of the Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract, in writing to the Executive Director for final determination.
- b. Procedure. The Engineer will make all requests for determination of disputes in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Engineer; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Engineer will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Portfolio Manager will have 30 business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Portfolio Manager to respond will not be an admission of any allegations made in the request for dispute resolution, but will constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director may thereafter reach his decision in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable.
- c. Effect. The Executive Director's final decision will be rendered in writing no more than 45 business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Engineer that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. The Engineer must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court. The Engineer will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

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- d. Engineer Self-Help Prohibited. The Engineer must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling the Engineer's claims against the Commission or User Agency will be considered to be bad faith on the Engineer's part. This provision is not intended to prohibit the Engineer from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement.

12. CONFIDENTIALITY

All of the reports, information, or data prepared or assembled by the Engineer under the Agreement are confidential, and the Engineer must not make such reports, information or data available to any party without the prior written approval of the Commission. In addition, the Engineer must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Engineer is served with a subpoena requiring the production of documents or information which is deemed confidential, the Engineer will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.

13. ASSIGNMENT

The Engineer acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Engineer and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Engineer, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Engineer undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Engineer during any 12-month period. In the event of an assignment by the Engineer without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Engineer further acknowledges that the Engineer represented to the Commission the availability of certain members of the Engineer's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Engineer must so notify the Commission in writing, and must assign other qualified members of the Engineer's staff, as approved by the Commission, to the Project.

14. RELATIONSHIP OF PARTIES

Under the Agreement, the relationship of the Engineer to the Commission is that of an independent contractor, and the Engineer, except to the extent expressly provided to the contrary in the Agreement, will 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. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

15. GENERAL

- a. Engineer's Authority. The Engineer represents that its execution of the Agreement 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 Engineer have been made

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with complete and full authority to commit the Engineer to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

- b. Counterparts. The Agreement may be executed in any number of counterparts, any of which will be deemed an original.
- c. Entire Agreement. The Agreement constitutes the entire understanding and agreement between the parties to this Agreement 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 in this Agreement. The Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.
- d. Governing Law. The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.
- e. No Waiver. The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.
- f. Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Engineer at their respective addresses set forth above, as appropriate. If given as provided in this Agreement, such notice is 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 Engineer may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. Non-liability of Public Officials. No Commission trustee, employee, agent, officer, or official is personally liable to Engineer or its subcontractors, and Engineer and its subcontractors are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to Engineer or its subcontractors under this Agreement.
- h. Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.
- i. Successors and Assigns. Except as otherwise provided in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.
- j. Errors and Omissions. The Commission has a committee that reviews the Project for alleged errors and omissions by the Engineer. The Committee will, as appropriate, conduct an internal review of the alleged error and omission, provide a written statement of claim on the alleged error and omission to the Engineer, allow the Engineer to respond in writing, and meet with the Engineer to attempt to settle the claim when the Commission concludes an error or omission has occurred. The Engineer will attend such meetings without additional compensation.

Upon notice or discovery, and as directed by the Commission, the Engineer will perform, without additional compensation, the required professional services to correct and/or clarify errors, omissions, or ambiguities to the bidding documents or change orders provided by the Engineer under this Agreement. The Commission reserves the right to recover damages from the Engineer for all or a

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portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the Engineer to the extent that such damages arise out of the Engineer's failure to meet the Performance Standard set forth in paragraph 4.m.i.

The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Engineer's failure to perform the Services or meet the schedule, to design errors or omissions, and failure to adhere to terms of the Agreement.

If the Engineer is terminated under the Agreement, the Engineer will not be liable for any changes to the documents made by another Engineer contracted by the Commission to complete the Project.

- k. Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement.

SCHEDULES FOLLOW.

**SCHEDULE A
SCOPE OF SERVICES**

**SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS 60649**

The Engineer will provide all Services required to administer the construction of the Project as described herein. The design of this project was performed under an agreement with the City of Chicago Department of Water Management (DWM) and all issues regarding the design of the project are to be resolved through that agreement. Services will commence upon issuance by the Commission of a notice to begin those Services ("Notice to Proceed" or "NTP"). The term of this Agreement will terminate on the Completion Date of Services stated below,

Commencement Date of Services:	Upon Issuance of the NTP
Completion Date of Services:	36 Months after the Initial NTP

The Services are separated into phases which include Bidding Phase Services, Construction Phase Services and Project Close-Out. The Deliverables (and any other work product) of each of the phases must be approved by the Commission in writing before commencement of the subsequent or dependent phase. It is expressly understood and agreed that references in the Agreement to "approved by the Commission" or to "approval by the Commission" will not be interpreted to absolve the Engineer from liability due to errors and omissions. In this **Schedule A**, regardless of whether a time limit is specified for particular tasks or duties, it is intended that the Engineer will perform its Services promptly, with sufficient staffing, and all in accordance with the Performance Standard in the Agreement. More details on the Services and Compensation are provided in **Attachment C-1** (TABLE 1 – Professional Engineering Services Budget and **Attachment C-2** (TABLE 2 – Reimbursables) to **Schedule C** of this Agreement.

The Commission's designated representative will assist the Commission in managing the Project and will have the authority, as specifically directed by the Commission, to act on its behalf. The Commission designates James Gallagher as the Commission's designated representative for the Project.

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|---|---------------------------------------|
| Not included in the Scope of this Agreement: | A.1. PROGRAMMING SERVICES |
| | A.2. SCHEMATIC DESIGN SERVICES |
| | A.3. DESIGN DEVELOPMENT |
| | A.4. CONSTRUCTION DOCUMENTS |

The Engineer will:

A.5. BIDDING AND PRE-CONSTRUCTION PHASE SERVICES

A.5.1. Assemble and Review All Required Bid Documents – Review and amend the Commission's bid documents and contract documents so that they are coordinated with the construction documents prepared under the User Agency Agreement and the Commission's bid schedule. Review the necessary Instructions to Bidders, Proposal Forms, Contract Forms, General Conditions and Special Conditions of the Contract supplied by the Commission. Prepare the bid documents in the Commission's approved format and as directed by the Commission.

A.5.2. Assist in Soliciting Bids – Assist the Commission in soliciting bids by issuing Notice of Bid Opportunity letters for the work represented in the contract documents, drawings and specifications to all

contractors on the applicable Commission pre-qualified list of qualified contractors (less than ten) eligible to bid on the work.

A.5.3. Addend Pre-Bid Meetings – Attend and document the four meetings, prior to Bid.

A.5.4. Prepare Addenda – Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. No product substitutions will be reviewed during the bid period.

A.5.5. Review Bids – Review bids and prepare a technical evaluation and recommendation of General Contractor award relative to the Project and Construction Budget as directed by the Commission, and submit in a timely manner to the Commission for approval. Assist in negotiating an agreement with the contractor(s) to construct the Project. Assist at meetings with up to 3 lowest responsible bidders.

A.5.6. Revise Documents – If the lowest responsible bid, as determined by the Commission, obtained on any solicitation of bids, is in excess of the related budget, the Commission may award the construction contract to the lowest responsible bidder. Revisions of any or all of the Project Documents including design, scope, quality, drawings, specifications, deletions and substitutions will be made as directed by the User Agency in conformance with the design Agreement. Such revisions will be approved by the Commission.

A.5.7. Assist in Re-Bidding – Assist the Commission in soliciting new bids.

A.5.8. Coordinate Procurement of Permits, Licenses and Certificates – Provide assistance in expediting, coordinating and securing necessary orders, ordinances, re-zoning, street and alley vacations, permits, licenses, fees, or other approvals, as applicable, that are required by local, state and federal agencies to permit construction of the Project. Such assistance will include conferences with and presentations to appropriate regulatory agencies including the Building Department and Fire Prevention Bureau of the City of Chicago and other governmental bodies. Coordinate the Project with quasi-public agencies or utility companies involved in the Project.

A.5.9. Coordinate Procurement and Assembly of Permits, Licenses and Certificates – Coordinate the procurement and assembly of all required permits, licenses, and certificates from the General Contractor and arrange delivery of same to the Commission.

A.6. CONSTRUCTION PHASE SERVICES

A.6.1. Project Management – Manage and direct the services provided under this Agreement. Establish an onsite organization line of authority to implement all construction phases of the Project in a coordinated and efficient manner. Establish and maintain onsite a complete library of all contract documents, addenda, bulletins, scope changes, approved shop drawings and material samples. Establish and implement procedures for, and maintain coordination among, the Commission, the User Agency, the General Contractor, and other agencies having jurisdiction over the Project with respect to all construction aspects of the Project. Provide and distribute drawings required during construction of the Project.

A.6.2. Observation of the Contractor's Work – Maintain a Resident Project Representative onsite fulltime as the primary point of contact with the Commission, User Agency and the General Contractor. Develop and establish a quality inspection control system so that the required standards of construction are achieved. Conduct onsite observations of the General Contractor, keep the Commission advised of the progress and quality of the work, endeavor to guard the Commission against defects and deficiencies in the work of contractors, and reject any materials or work found during such observations that fails to conform to the

Contract Documents. Review the work to establish preliminary acceptance of the Project. Engineer will not supervise, direct or have control over General Contractor's work. Engineer will not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions or programs. Engineer will not guarantee the performance of the General Contractor nor his subcontractors. Engineer will not be responsible for the failure of the General Contractor nor his subcontractors to perform the work in accordance with the Contract Documents. The onsite fulltime Resident Project Representative will not be removed or replaced before full completion of the work without prior written approval of the Commission. The onsite fulltime Resident Project Representative will be removed immediately upon written request of the Commission.

A.6.3. Respond to Requests for Interpretation/Clarification – Upon request during construction, interpret the meaning and intent of the Contract Documents, and with the Commission's and User Agency's concurrence, transmit such information in writing to the General Contractor. If requested by the Commission, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. Log incoming and outgoing Requests for Interpretation from the General Contractor and provide weekly updates of the submittal log to the General Contractor on site. Issue clarifications for proper execution of the work required by the Contract Documents; provided, however, not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. The Commission shall reimburse the Engineer for charges for evaluating and responding to the General Contractor's Requests for Interpretations/Clarification that do not require clarification or interpretation as described in Paragraph 1.2 CLARIFICATIONS AND INTERPRETATIONS of Section 01300 of the Contract Documents.

A.6.4. Complete or Review Testing – Complete or review all testing required by the technical sections of the specifications and applicable codes and regulations to ascertain compliance with the Contract Documents. Engage and manage the services of an independent material testing firm to perform the required testing of excavations, embankment, backfill materials, pavements, concrete and steel. Engage and manage the services of an independent environmental testing firm to perform required environmental clearance testing. Coordinate on-site testing activities including those provided and performed by the General Contractor. Coordinate, observe and document factory tests as required by the Contract Documents. Evaluate test results for conformance to Contract requirements and forward the evaluation to the Commission.

A.6.5. Review and Approve Submittals – Monitor the flow of all documents and materials for proper sequence of approvals to identify potential delays in the progress of the work. Review and approve schedules, samples, manufacturers' drawings, working drawings, product data, as-built drawings, product substitutions and other submissions to determine compliance with the design concept of the Project. Log incoming and outgoing submittals from the General Contractor. Provide weekly update of submittal log to the General Contractor on site. Distribute submittals in accordance with established requirements. The Commission shall reimburse the Engineer for charges for evaluating and responding to the General Contractor's third and subsequent submittals as described in Paragraph 3.9 REPETITIVE REVIEWS of Section 01300 of the Contract Documents.

A.6.6. Review General Contractor's Schedule – Review, recommend acceptance and monitor, on a periodic basis, the General Contractor's baseline and updated schedules for compliance with the individual milestone dates in the Contract Documents and the Master CPM milestone dates using Primavera Project Planner. In instances where schedule slippage and/or schedule conflicts are forecast to occur, make recommendations to the Commission as to how to remedy the schedule slippage and/or schedule conflicts.

Advise the Commission on the coordination of the Project so that the intent of the design is adequately carried out and use reasonable diligence in monitoring the General Contractor's adherence to the approved construction work schedule.

A.6.7. Review Change Orders – Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all bulletins, proposals, revisions in drawings and change orders requested by the General Contractor, Commission, or User Agency or as required by unforeseen conditions and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the Project. Prepare draft change orders, provide an independent estimate of cost for each proposed change, review and evaluate the General Contractor's estimates of costs and/or time associated with the change order, negotiate costs with the General Contractor and prepare a recommendation regarding approval or rejection. Submit recommendations to the Commission for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to determine compliance with approved revisions and report non-compliance to the Commission. Provide weekly status update of change order requests to the General Contractor on site.

A.6.8. Administer LEED – Administer and record the architectural and engineering portion of the process for, at a minimum, the LEED rating of Certified. Assess the Contractor's compliance with LEED requirements in the contract documents and submit the completed application and documentation as directed by the Commission.

A.6.9. Review and Approve General Contractor's Payment Requests – Attend and participate in regularly scheduled meetings for approval of the General Contractor pay requests. Review and approve acceptable payment requests from the General Contractor within 3 business days of receipt and transmit fully executed copies of them for approval and payment by the Commission. Maintain cost accounting records in accordance with the specifications and the Commission's procedures of the work performed. Review the General Contractors' applications for payment, invoices and other supporting documentation in accordance with the Commission's policies and procedures, and recommend action concerning the General Contractors' periodic and final applications for payment. By issuing recommendations to the Commission for payment to the General Contractors, represent to the Commission that, to the best of its knowledge, information and belief, the quality of the work for which payment is requested is in accordance with the Contract Documents, and the payment amount applied for by the contractor is justified. These provisions will not be construed as conferring any rights hereunder for the benefit of contractors, subcontractors, materialmen, workmen or employees, or any other persons performing portions of the work, nor as enlarging or altering the application or effect of existing lien laws.

A.6.10. Prepare Operation and Maintenance Manual and Standard Operating Procedures – Using contract documents and manufacturer operation and maintenance manuals submitted during construction and other information from manufactures, develop an Operation and Maintenance Manual (O&M) and Standard Operating Procedures (SOPs) for use by User Agency staff. Conform to regulatory requirements and the User Agency procedures for the Chlorine RMP/PSM (see below). Describe startup, normal shut down, and emergency shutdown of equipment; design basis for the Project; equipment capacities and materials of construction; reference to manufactures O&M manuals; set points; control schematics; listing of daily, weekly, monthly, annual, and special maintenance for each item of equipment in a form that can be used for maintenance planning, and in the future can be used as data entry into a maintenance software program; safety requirements; and other topics. Provide SOPs for each system in logical groupings suitable for mounting with equipment. Do not present SOPs in narrative paragraph form. Present in outline style. Maximum sheet size for text is 8 1/2"x11". Maximum sheet size for diagrams is 11" x 17". Include startup, normal shut down,

emergency shutdown, and safety requirements. Provide User Agency staff involvement meeting RMP regulatory requirements for employee participation. Provide diagrams and drawings coordinated with text. Provide abbreviated O&M manual and SOPs for any temporary systems. Provide 6 preliminary draft copies of each document for review by User Agency. Incorporate comments and resolve conflicts and prepare the final draft O&M Manuals for use during startup. Provide 6 final draft copies of each document prior to Startup of each system. Review documents during and after startup. Incorporate comments and resolve conflicts, and prepare the final O&M Manuals. Provide 6 copies each of O&M and SOPs in 3 ring notebooks with dividers. Provide a digital copy of final text in Microsoft Word provide one digital copy of final drawings Microstation format. If files are compressed, provide software for decompression.

A.6.11. Provide System Training – In addition to equipment training provided by the General Contractor, provide classroom and hands-on system training in the field for User Agency operating staff. Present the O&M and SOPs and present the design concepts and operating intent. Conform to regulatory requirements and User Agency requirements for Chlorine RMP and PSM (see below). Provide handouts of documents and drawings for use in training sessions bound into training documents. Prepare at minimum, 1 copy for each participant plus 3 additional copies for file purposes. Provide copies to User Agency for file. Coordinate User Agency staff involvement meeting User Agency Chlorine PSM and regulatory requirements for employee participation. Provide for system training for Temporary and for Final systems prior to Startup. Provide training for each system in logical groupings. Split the Project into training modules as required. Limit each training session to 2 – 4 hours maximum. Provide training sessions for each module for all four shifts without requiring User Agency to provide staff overtime. Prepare DVD and videotape of each training module for future use by User Agency. Provide equipment, perform camerawork, editing (including introductions to each tape), and labeling of tapes and DVD. Provide two tapes and two DVDs of each module.

A.6.12. Update Risk Management Program – Update User Agency Chlorine Risk Management Program (RMP) document to conform to all USEPA regulatory requirements. Coordinate with regulatory agencies to determine update and submittal requirements. Initiate coordination meetings with User Agency as required to gather data and review proposed submittal data. Prepare documentation as required for User Agency submittal of update to regulatory agencies. Provide 6 draft copies for review. Provide submittal copies as required for forwarding to regulatory agency, and 6 copies for User Agency. Provide digital copy of final document.

A.6.13. Update Process Safety Management – Coordinate User Agency Chlorine Process Safety Management (PSM) requirements during construction. Continue the coordination effort, implementation and documentation of Management of Change procedures and employee participation initiated during design. Conduct and document the Process for Hazard Analysis, assemble including assembly of the team from User Agency staff and document, and provide a report on activities. Assist with coordination, implementation, and documentation of Prestartup Procedures. Update User Agency Chlorine Process Safety Management Plan (PSM) to conform to all USEPA regulatory requirements. Use existing PSM procedures for coordination with employees during the preparation and review processes. Update evacuation and emergency response plans. Coordinate with User Agency Safety Section and Chicago Fire Department. Provide coordination, training, and documentation required to meet Employee Participation requirements. Initiate coordination meetings with User Agency, as required, to gather data and review proposed document modifications. Update and incorporate documentation prepared during design including hazard analysis, of off-site consequence analysis and employee participation documentation. Update Process Safety information to incorporate data on new design. Update drawings and documents required for PSM incorporating changes during construction. Update O&M manual and employee training as discussed above. Provide 10 draft copies of PSM updates in 3-ring notebooks with dividers. Incorporate comments and resolve conflicts. Provide 6 final copies of PSM updates in 3-ring notebooks with dividers. Provide one digital copy of final document in Microsoft Word format and provide one digital copy of final drawings in Microstation format. If files are compressed, provide software for decompression.

A.6.14. Provide Special Consultants – Secure the services of the necessary Special Consultants with the approval of the Commission.

A.6.15. Provide Document Control – Provide document control for material produced under this Agreement that is at minimum in conformance with the requirements of the construction documents.

A.6.16. Conduct Meetings – Conduct weekly, at minimum, meetings with the Commission, User Agency, special consultants and General Contractor. Review all aspects of the Project as necessary, including schedule, submittals, scope changes, information requests, outstanding bulletins, pending issues and field problems. Prepare meeting minutes and distribute to all parties in attendance within 5 business days.

A.6.17. Prepare Monthly Reports – Prepare a monthly report which will include the following:

- A.6.17.1. Executive Summary: A summary of financial status, highlights of major events and a schedule summary.
- A.6.17.2. Status of Construction: A summary of Project construction activities, including current anticipated start and completion dates by project elements.
- A.6.17.3. Outstanding Items: Items to be completed by the Engineer, Commission, User Agency and General Contractor.
- A.6.17.4. Purchasing Activity: Detail the current status of materials procurement based upon information received from the General Contractor.
- A.6.17.5. Budget Status Report: A summary of anticipated costs and status of scope changes that are approved, pending, and/or anticipated.
- A.6.17.7. Progress Photographs: Coordinate document control for photographs with General Contractor.
- A.6.17.8. Anticipated Project Activity: In narrative form, the activities of the project in the upcoming month, actions to be taken during that period, and any scheduled governing agency reviews/ approvals, etc.

A.6.18. Prepare Meeting Notes – Prepare the notes of all conferences which it attends and will promptly forward typed or reproduced copies of such notes to such parties as are designated by the Commission.

A.7. PROJECT CLOSE OUT

A.7.1. Conduct a comprehensive final inspection of the Project with the Commission and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.

A.7.2. Consolidate and prepare punch lists from the Engineer, the Commission, and the User Agency, and indicate the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Coordinate the completion of such items in an expeditious manner. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

A.7.3. Coordinate with the General Contractor to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the contract documents. Make recommendations as to the withholding of payments to the General Contractor. Determine the value of any uncorrected and/or deficient work. Coordinate equipment and systems training sessions for User Agency personnel.

A.7.4. Coordinate with the General Contractor to expedite the preparation and delivery of General Contractor

prepared "as-built" drawings and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. The Engineer will update the contract drawings based upon the "as built" drawings provided by the General Contractor and mark such updated drawings as "record" drawings. Submit approved "as-built" and "record" documents to the Commission upon completion of the Project.

A.7.5. The completion date for this Project will be no later than the Term as defined in this **Schedule**. Services required after the completion date will be considered additional services and compensated according to **Schedule C**.

A.7.6. Upon completion of the construction contract and all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance and obtain from the General Contractor a sworn statement stating that all debts, liabilities and demands on account of work and materials furnished with respect to the Project have been fully paid, released and discharged and that nothing is due to subcontractors, mechanics or materialmen. A Certificate must not be issued by the Engineer until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.

A.8. CONTINGENT ADDITIONAL SERVICES

To be provided when budgeted and authorized by the Commission in a written amendment to the Agreement.

A.8.1. Furnish consulting services after occupancy of the building in connection with the operation of the building, including various electrical and mechanical systems.

A.8.2. Provide consultation concerning replacement of any work damaged or destroyed by fire or other cause during construction and furnish additional services as may be required in connection with the replacement of the work.

A.8.3. Provide additional services made necessary by the default of the General Contractor in the performance of the construction contract.

A.8.4. Other such additional or revised information as may be required by the Commission.

**SCHEDULE B
TRANSFER DOCUMENTS**

**SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS 60649**

The Bidding Documents as prepared by the Engineer under a separate Contract, Number 5791, with the User Agency as executed on July 10, 2006.

**SCHEDULE C
COMPENSATION OF THE ENGINEER**

**SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS 60649**

- A. Maximum Compensation.** Engineer is not entitled to compensation beyond the amount of \$3,569,461.00 (\$3,472,497.00 plus reimbursables) without a written amendment to this Agreement. More details on the Services and Compensation are provided in **Attachment C-1** (TABLE 1 – Professional Engineering Services Budget and **Attachment C-2** (TABLE 2 – Reimbursables) to this Schedule C.
- B. Method of Compensation.** Engineer will be compensated on a direct labor times labor multiplier plus limited reimbursables basis.
- 1. Labor.** The Commission will compensate Engineer for all labor required for the performance of the Services at rates equal to the straight hourly labor rates for approved project personnel times a multiplier as compensation for all direct personnel expenses (salary adds, benefits, applicable taxes, etc.), overhead and profit (the “Labor Multiplier”).

Labor Multiplier. The Commission and the Engineer have agreed that Labor Multiplier for the Engineer and for each Subcontractor is 2.75.

Hourly Rates for Engineer and Subcontractor Personnel. All Engineer and Subcontractor personnel and the hourly rate billable for each are subject to the prior approval of the Commissioner.

Hourly Rates for Engineer Personnel are provided in the following Table:

Position Title	Maximum Hourly Payroll Rate (Rate without Multiplier)
Principal	\$100.00
Project Manager	\$80.00
Architect	\$70.00
Engineer	\$70.00
Inspector	\$50.00
Designer/Drafter	\$50.00
Resident Representative	\$76.00
Project Assistant	\$50.00
Certified Industrial Hygienist	\$80.00
Senior Industrial Hygienist	\$60.00
Industrial Hygienist	\$50.00
Security Engineer	\$55.00
Graphics Designer	\$40.00
Technician	\$35.00
Technical Aide	\$30.00

Mark-up on Subcontractor costs. In no event will Engineer be entitled to any mark-up of Subcontractor costs.

Premium on Overtime. To the extent that Engineer (or any Subcontractor) pays its employees a premium in excess of its hourly rates for overtime spent performing Services, the cost of the premium will be treated as a Direct Cost (see "Project Reimbursable Expenses," below), which will not be treated as a labor cost and which will not be subject to the application of the Labor Multiplier. Any such overtime must be in accordance with Engineer's (or Subcontractor's) policies, which are subject to approval by the Commission.

2. **Project Reimbursable Expenses ("Direct Costs").** Engineer will be reimbursed for certain expenses incurred in the satisfactory performance of the Services. Allowable Direct Costs consist of and are limited to expenses not provided for elsewhere which have been paid for or incurred by Engineer (or Subcontractor) in connection with the Services and subject to the limitations set forth below. Any expenditure in excess of \$5,000.00, which qualifies as a Direct Cost, will require prior written approval of the Commission. Engineer will not break down an expenditure, which would otherwise be greater than \$5,000.00 in order to avoid this approval requirement. Other Direct Costs will include the following:

Drawings, Printing and Reproduction Costs. The costs of all printing, binding and reproduction related only to the production of submittals to the Commission.

Long Distance Telephone, Facsimile and Shipping Costs. Long distance telephone calls, fax transmissions, postage, messengers, and overnight delivery costs.

Travel and Related Expenses. Whenever out of town travel is necessary in the performance of Services, Engineer will obtain prior written approval from the Commission for expenses related to travel into or out of the City. All such expenses will conform to the Commission's travel reimbursement guidelines.

Miscellaneous. Any other costs or expenses incurred by Engineer (or Subcontractor) as reasonable and necessary for the satisfactory performance of the Services and allowable and directly allocable to the Services. Any expenditure in excess of \$5,000.00 will require prior approval of the Commission.

Engineer will be reimbursed for evaluating and responding to the General Contractor's Requests for Interpretations/Clarification that do not require clarification or interpretation as described in Paragraph 1.2 CLARIFICATIONS AND INTERPRETATIONS of Section 01300 of the Contract Documents.

Engineer will be reimbursed for evaluating and responding to the General Contractor's Requests for evaluating and responding to the General Contractor's third and subsequent submittals as described in Paragraph 3.9 REPETITIVE REVIEWS of Section 01300 of the Contract Documents.

Method of Payment

1. **Invoices.** Once each month, Engineer will submit to the Commission an invoice for Services performed during the preceding month. Each invoice must be supported with such reasonable detail and

supported by such data as the Commission may require including detail and data related to Subcontractor costs. In accordance with the terms of the Agreement, Engineer must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain the reasons for such variances.

2. Payment. Payment will be processed within 30 days after the Commission's approval of an acceptable invoice. The Commission will make a reasonable effort to review and approve for payment, or inform Engineer of non-approval of, all invoices submitted by Engineer.

3. Invoice Disputes. If the Commission disputes certain items contained in Engineer's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Disputes provisions of this Agreement.

**ATTACHMENT C-1 TO SCHEDULE C
COMPENSATION OF THE ENGINEER**

**SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS 60649**

TABLE 1 – PROFESSIONAL ENGINEERING SERVICES BUDGET

**ATTACHMENT C-2 TO SCHEDULE C
COMPENSATION OF THE ENGINEER**

**SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS 60649**

TABLE 2 - REIMBURSABLES

City of Chicago
Public Building Commission
South Water Purification Plant Chlorine System Improvements
Project No. F-1-226
Construction Administration

TABLE 2 REIMBURSABLES

Greeley and Hansen

July 18, 2006

ITEM	Cost
Printing	\$ 50,310
Messenger Service	\$ 19,500
Photography (Provided by TWM & GFW Corp.)	\$ 18,000
LEED Registration and Fees	\$ 8,000
Miscellaneous	\$ 1,190
Phase Total	\$ 97,000

**SCHEDULE D
INSURANCE REQUIREMENTS**

**SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS 60649**

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, the City of Chicago, and the Chicago Park District must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor 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 Chicago Park District must be named as additional insureds on a primary, non-contributory basis.

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

D.1.4. Professional Liability

When any professional consultant performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of 2 years.

Subcontractors performing work for Contractor must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

D.1.6 Property

The Contractor is responsible for all loss or damage to Commission, Park District and/or City property at full replacement cost. The Contractor 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 Contractor.

D.1.7 Valuable Papers

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

D.2. ADDITIONAL REQUIREMENTS

D.2.1. The Contractor 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 the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation 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.

D.2.2. The Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

D.2.3. The insurance must provide for 60 days prior written notice to be given to the Commission if coverage is substantially changed, canceled, or non-renewed.

D.2.4. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

D.2.5. The Contractor agrees that insurers waive their rights of subrogation against the Commission, its employees, elected officials, agents, or representatives, the City of Chicago, and the Chicago Park District.

D.2.6. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

D.2.7. Any insurance or self-insurance programs maintained by the Commission, City of Chicago, and Chicago Park District do not contribute with insurance provided by the Contractor under the Agreement.

D.2.8. 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.

D.2.9. The Contractor must require all its subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for its subcontractors. All its subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

D.2.10. If Contractor or its subcontractors desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

D.3. RISK MANAGEMENT

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/25/06

PRODUCER

USI Insurance Services Corp.
USI Midwest
100 South Wacker Drive, 16th Floor
Chicago, IL 60606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Greeley and Hansen LLC
100 South Wacker Drive
14th Floor
Chicago, IL 60606

INSURERS AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: The Travelers Indemnity Company	25658
INSURER B: The Travelers Insurance Company	36161
INSURER C: St Paul Insurance Company	24805
INSURER D: Continental Casualty Co.	11177
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P630100L6916TCT06	07/01/06	07/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	P810100L6916IND06	07/01/06	07/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	QK01201391	07/01/06	07/01/07	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PJUB100L691606	07/01/06	07/01/07	<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
D		Other Professional Liability	AEH008221445	07/01/06	07/01/07	\$10,000,000 Each Occ. \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROFESSIONAL ENGINEERING SERVICE. CONTRACT NO. PS962. SWPP CHLORINE IMPROVEMENTS DWM PROJECT NO. F1226. THE PUBLIC BUILDINGS COMMISSION, THE CHICAGO PARK DISTRICT, AND THE CITY OF CHICAGO ARE ADDITIONAL INSURED ON PRIMARY, NON CONTRIBUTING BASIS FOR ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM THE
 (See Attached Descriptions)

Handwritten: OK CME 7/27/06

CERTIFICATE HOLDER

PUBLIC BUILDING COMMISSION OF CHICAGO
 RICHARD J. DALEY
 CENTER
 50 W. Washington Street
 Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Adrian B. Ciarniello

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

**WORK IN REGARDS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES,
BUT ONLY WITH RESPECTS TO THE OPERATIONS PERFORMED BY OR ON BEHALF OF THE
NAMED INSURED AT THE DESCRIBED LOCATION OR PROJECT.**

**SCHEDULE E
KEY PERSONNEL**

**SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS 60649**

Project Director:	John C. Vogel
Project Manager:	Stephen Wall
Resident Representative:	Roger Linde

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS 60649

**(COMMISSION'S DISCLOSURE OF RETAINED PARTIES EXECUTED BY ENGINEER
FOLLOWS.)**

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used in this Agreement, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certifications

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Engineer of Record Services, DWM Project F1226
Description of goods or services to be provided under Contract: # Professional Engineering Services, PS962
2. Full Legal Name of Contractor: Greeley and Hansen LLC
3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

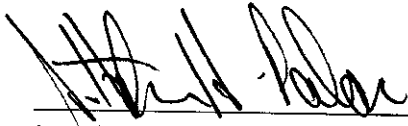
Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
See Attached			

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

4. The Contractor certifies that it understands and agrees as follows:
 1. The information provided in this Disclosure of Retained Parties is a material inducement to the Commission to execute the contract or other action with respect to which this Disclosure of Retained Parties form is being certified, and the Commission may rely on the information provided in it. Furthermore, if the Commission determines that any information provided in it is false, incomplete, or inaccurate, the Commission may at its sole option terminate the contract or other transaction, and may terminate the Contractor's participation in the contract or other transactions with the Commission.
 2. If the Contractor is uncertain whether a disclosure is required under this Disclosure of Retained Parties, Contractor must either ask the Commission's Representative or his or her manager at the Commission whether disclosure is required, or make the disclosure.

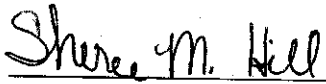
3. This Disclosure of Retained Parties form, some or all of the information provided in it, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

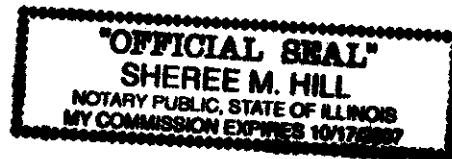
Signature:  Date: May 24, 2006
Name (Type or Print) Stephen H. Palac Title Principal

County of Cook
State of Illinois

Subscribed and sworn to before me this 25 day of May 2006


Notary Public
My commission expires: 10/17/2007

Notary Seal:



DISCLOSURE OF RETAINED PARTIES

July 25, 2006

<u>NAME</u>	<u>BUSINESS ADDRESS</u>	<u>RELATIONSHIP (attorney, lobbyist, subcontractor, etc.)</u>	<u>FEES (indicate whether paid or estimated)</u>
<u>Klein and Hoffman, Inc</u>	<u>150 S. Wacker Drive, Chgo, IL 60606</u>	<u>Subconsultant</u>	<u>\$212,668 EST</u>
<u>Rubinos & Mesia Engineers, Inc</u>	<u>200 S. Michigan Ave., Chgo, IL 60604</u>	<u>Subconsultant</u>	<u>\$773,402 EST</u>
<u>The Raterman Group</u>	<u>75 E. Wacker Dr, Ste 500, Chgo, IL 60601</u>	<u>Subconsultant</u>	<u>\$ 47,000 EST</u>
<u>Primera</u>	<u>100 S. Wacker Dr, Ste 700 Chgo, IL 60606</u>	<u>Subconsultant</u>	<u>\$ 81,540 EST</u>
<u>O'Brien & Associates, Inc.</u>	<u>1235 E. Davis St, Arlington Hts, IL 60005</u>	<u>Subconsultant</u>	<u>\$ 65,000 EST</u>
<u>Teng & Associates, Inc.</u>	<u>205 North Michigan Ave, Chgo, IL 60601</u>	<u>Subconsultant</u>	<u>\$126,930 EST</u>
<u>Terry Glenn</u>	<u>7064 North Greenview, Chicago, IL 60626</u>	<u>Subconsultant</u>	<u>\$ 44,688 EST</u>
<u>Morcom, N.V. Inc.</u>	<u>449 East 31st Street, Chicago, IL 60616</u>	<u>Subconsultant</u>	<u>\$ 40,000 EST</u>
<u>TWM & GFW Corp</u>	<u>6122 N. Kilpatrick, Chicago, IL 60646</u>	<u>Subconsultant</u>	<u>\$ 18,000 EST</u>
<u>Cushing & Color</u>	<u>420 W. Huron Street, Chicago, IL 60610</u>	<u>Printer</u>	<u>\$50,310 EST</u>

AGREEMENT NO.: PS962

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

**SWPP Chlorine Improvements
DWM Project No. F1226
CHICAGO, ILLINOIS 60649**

(COMMISSION'S DISCLOSURE AFFIDAVIT EXECUTED BY ENGINEER FOLLOWS.)

DISCLOSURE AFFIDAVIT

Name: Greeley and Hansen LLC

Address: 100 S. Wacker Drive, Chicago, IL 60606

Telephone No.: 312-558-9000

Federal Employer I.D. #: 36-1164980 Social Security #: _____

Nature of Transaction:

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

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

The undersigned Stephen H. Palac, as Principal

(Name) (Title)

and on behalf of Greeley and Hansen LLC

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

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of incorporation or organization Illinois

b. Authorized to do business in the State of Illinois: Yes No

Names of all officers of corporation or LLC (or attach list):		Names of all directors of corporation (or attach list):	
Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>None</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

f. For LLC's, state whether member-managed or identify managing member:

Thomas J. Sullivan, Managing Principal

g. For LLC's identify each member

Name (Print or Type)	Address	Ownership Interest
<u>See Attachment</u>	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
 Yes [] No [X]

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

SECTION 2. PARTNERSHIPS

a. If the bidder, proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP).

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder, proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []

If NO, complete items b. and c. of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder, proposer or contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. State of incorporation _____

- b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any subcontractor to be used in the performance of this contract, or any affiliated entities of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or 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 or if a subcontractor or subcontractor's affiliated entity during a period of three years prior to the date of award of the subcontract:
 - a. Bribed 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 submittal of this bid, proposal or response.³
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. SUBCONTRACTOR

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, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

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

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

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

None

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 sheets if necessary.

None

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. ANTI-COLLUSION

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

F. PUNISHMENT

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

G. 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.

None

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental 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 Paragraph A of Section III, identify any exceptions:

None

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

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

B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purpose of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity in which the individual holds an interest or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten (10%) or percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV is 1 or 2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

Check one:

1. No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support for the payment of all such child support owed; or both (1) and (2).
4. There are no Substantial Owners.

V. 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.

VI. VERIFICATION

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

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

Stephen H. Palac

Signature of Authorized Officer

Stephen H. Palac

Name of Authorized Officer (Print or Type)

Principal

Title

312-558-9000

Telephone Number

State of Illinois

County of Cook

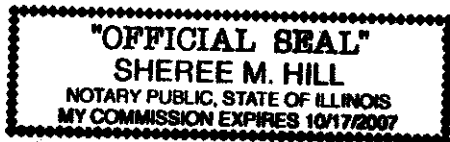
Signed and sworn to before me on this 25 day of May, 2006 by

Stephen H. Palac (Name) as Principal (Title) of

Greeley and Hansen LLC (Bidder, Proposer or Contractor)

Sheree M. Hill

Notary Public Signature and Seal



Notes 1-5 Disclosure Affidavit

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

GREELEY AND HANSEN OWNERSHIP
July 2006

NAME	ADDRESS	OWNERSHIP %
Thomas J. Sullivan	100 South Wacker Dr., Chicago, IL 60606	7.76
Jerry C. Bish	2800 N 44 th St., Phoenix, AZ 85008	7.76
Roger J. Cronin	2116 W. Laburnum Ave, Richmond, VA 23227	7.76
John C. Vogel	100 South Wacker Dr., Chicago, IL 60606	2.04
Terry L. Walsh	1715 N. Westshore Blvd., Tampa, FL 33607	2.04
Ronald F. Martin	100 South Wacker Dr, Chicago, IL 60606	7.76
Kenneth V. Johnson	100 South Wacker Dr, Chicago, IL 60606	7.76
Carl M. Koch	110 S. Poplar St., Wilmington, DE 19801	2.04
Edward M. Gerulat, Jr.	100 South Wacker Dr., Chicago, IL 60606	2.04
Clyde Wilber	6551 Loisdale Ct., Springfield, VA 22150	7.76
Frank J. Tantone	2800 N 44 th St., Phoenix, AZ 85008	2.04
Stephen H. Palac	100 South Wacker Dr, Chicago, IL 60606	7.76
Andrew W. Richardson	2800 N 44 th St., Phoenix, AZ 85008	7.76
Steven A. Gyory	111 Broadway, New York, NY 10006	7.76
Joseph R. Popeck	100 South Wacker Dr., Chicago, IL 60606	2.04
Paul S. Haglund	100 South Wacker Dr, Chicago, IL 60606	2.04
Federico E. Maisch	2116 W Laburnum Ave., Richmond, VA 23227	7.76
Paul J. Vogel	211 West Fort Street, Suite 710, Detroit, MI 48226	2.04
Clifford M. Pomerantz	111 Broadway, New York, NY 10006	2.04
Nicholas J. Houmis	1715 N. Westshore Blvd., Tampa, FL 33607	2.04
Kevin D. Conway	2800 N 44 th St., Phoenix, AZ 85008	2.04

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/25/06

PRODUCER

USI Insurance Services Corp.
USI Midwest
100 South Wacker Drive, 16th Floor
Chicago, IL 60606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Greeley and Hansen LLC
100 South Wacker Drive
14th Floor
Chicago, IL 60606

PS-962

INSURERS AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: The Travelers Indemnity Company	25658
INSURER B: The Travelers Insurance Company	36161
INSURER C: St Paul Insurance Company	24805
INSURER D: Continental Casualty Co.	11177
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P630100L6916TCT06	07/01/06	07/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	P810100L6916IND06	07/01/06	07/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	QK01201391	07/01/06	07/01/07	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PJUB100L691606	07/01/06	07/01/07	<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
D		OTHER Professional Liability	AEH008221445	07/01/06	07/01/07	\$10,000,000 Each Occ. \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROFESSIONAL ENGINEERING SERVICE. CONTRACT NO. PS962. SWPP CHLORINE IMPROVEMENTS DWM PROJECT NO. F1226. THE PUBLIC BUILDINGS COMMISSION, THE CHICAGO PARK DISTRICT, AND THE CITY OF CHICAGO ARE ADDITIONAL INSURED ON PRIMARY, NON CONTRIBUTING BASIS FOR ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM THE
 (See Attached Descriptions)

ok one 7/27/06

CERTIFICATE HOLDER

PUBLIC BUILDING COMMISSION OF CHICAGO
RICHARD J. DALEY
CENTER
50 W. Washington Street
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Adrian B. Ciarniello

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

**WORK IN REGARDS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES,
BUT ONLY WITH RESPECTS TO THE OPERATIONS PERFORMED BY OR ON BEHALF OF THE
NAMED INSURED AT THE DESCRIBED LOCATION OR PROJECT.**