PUBLIC BUILDING COMMISSION OF CHICAGO

AND

AECOM TECHNICAL SERVICES, INC.

FOR

GEOTECHNICAL INVESTIGATION & REPORTING SERVICES (PS3082A)

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

FIRM NAME:	AECOM Technical Services, Inc.
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Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
GEOTECHNICAL INVESTIGATION & REPORTING SERVICES – PS3082A

THIS AGREEMENT effective as of January 1, 2024, 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 **AECOM Technical Services, Inc..** with offices at 558 West Main Street, Oshkosh, Wisconsin 54901 (the **"Consultant"**).

Recitals:

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

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

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

WHEREAS, in reliance upon the Consultant's representations and Key Personnel as identified in Schedule E of this Agreement, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

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

EXECUTION PAGE
GEOTECHNICAL INVESTIGATION & REPORTING SERVICES– PS3082A

PUBLIC BUILDING COMMISSION OF CHICAGO

Date: 2/21/2024

Mayor Brandon Johnson
Chairman

ATTEST:

Mary Pat Witry

Date: 2/20/2024

Mary Pat Witry
Secretary

CONSULTANT: AECOM Technical Services, Inc.

Date: 2/15/2025

President or Approved Signatory

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Kelsie Stopak and Jeanette Bruchini
on behalf of Consultant this 15th day of February 2024.

Notary Public

My Commission expires: 11/3/2026

(SEAL OF NOTARY)

Official Seal
Peter Anzia
Notary Public State of Illinois
My Commission Expires 11/3/2026

Approved as to form and legality:

Anne L. Fredel

Date: 2/20/2024

Neal & Leroy, LLC

SCHEDULE A
TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.

2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.

   a. **Agreement** means this Professional Services Agreement for Specialty Consulting Services, including all schedules, exhibits, attachments or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.

   b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

   c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.

   d. **e-Builder System** or **e-Builder** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.

   e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.

   f. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.

   g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.

   h. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Qualifications response.

   i. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Section IV of the Request for Qualifications response and the assigned Task Order.

   j. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services and/or improvement of the Project.

   k. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.

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

4. Engagement and Standards for Performing Services.

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

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

   c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or

replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must, at all times, use it best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.

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

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

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

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

5. Representations and Warranties. Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.

6. Duties and Obligations of Consultant.

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

b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on

any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.

e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

g. **e-Builder System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at e-Builder System courses are not compensable by the Commission.

h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.

j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or

knowledgeable of the Services.

7. **Term.**

   a. The term of this Agreement is three (3) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.

   b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

   c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

8. **Compensation of Consultant; Submission of Invoices through e-Builder.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of $500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the e-Builder System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through e-Builder will result in delayed or non-payment to the Consultant.

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

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

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

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

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

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

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

   g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged

by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

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

10. Indemnification of Commission and Third Party Vendors. The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

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

12. Default.

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

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

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

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

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

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

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

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

13. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has

access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

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

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

16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

17. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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SCHEDULE B
SCOPE OF SERVICES

4.1 Intent

The Public Building Commission of Chicago (PBC) is currently soliciting qualifications from geotechnical consulting firms or teams (the "Respondents") in order to generate pool of qualified Geotechnical Investigation & Reporting Consultants to perform the following geotechnical work for the PBC – Geotechnical Investigation & Reporting Services. The following Scope of Services is a general overview of expected work to be performed by the Selected Respondents.

4.2 General Scope of Services, Permits, Subcontracts and Health & Safety – Geotechnical Investigation & Reporting Services

The Geotechnical Consultant (the "Consultant") will enter into a Task Order with the PBC. The Consultant's Task Order will be executed in a Not to Exceed format, on a project-by-project basis. The Consultant is responsible for procuring all permits necessary to complete the scope of work. Prior to initiating investigation activities, the Consultant and its selected drilling subcontractor shall contact DIGGER to mark underground utilities in public rights-of-way. The Consultant shall also retain a private utility locator service to identify all utilities in the project area. The Consultant shall subcontract a qualified driller and a geotechnical laboratory as necessary. The Consultant shall also prepare and submit to the PBC a "Health and Safety Plan", ten (10) working days prior to the start of fieldwork.

If the Consultant is performing in a satisfactory manner, the Commission will assign additional Task Orders to the Consultant for each of the future phases of Services required until Project completion.

4.3 Benchmark

The Consultant shall establish a temporary benchmark on or near the project area with a description and elevation to the nearest 0.01 feet and reference its elevation to the official Chicago City Datum (CCD) and shall provide a drawing describing and locating the benchmark or include its location and description on the final boring plan.

4.4 Borings Location Plan

The Consultant shall utilize a boring location plan based on the site characteristics, proposed improvements and the recommended minimum requirements contained in this RFP along with the attached proposed boring location plan when provided by the PBC. The locations and depth of proposed borings shall be indicated on a sketch accompanying the geotechnical engineer's proposal. If the geotechnical engineer finds it necessary to change the locations and depths of any of the proposed borings, the PBC Project Manager or the PBC field representative shall be notified and a new location or depth shall be agreed upon between the PBC Project Manager or PBC field representative and the geotechnical engineer, prior to the start of work. Also, since the improvements are presently conceptual, the locations of all soil borings are tentative, and the final locations may be changed as directed by the PBC prior to or during the field investigation activities to suit a revised site layout prior to starting the drilling which may include additional contingency work.

4.5 Soil Borings

The following are suggested guidelines for the number and depth of soil borings; however, the consultant is responsible for developing/recommending changes to the proposed PBC plan or shall provide their own plan subject to PBC approval:

1. Number and Location of Soil Borings:

Drill at locations as directed by the PBC and as verified by the Consultant such that adequate soil sampling is measured for the types of proposed improvements.

As per the CDOT "Geotechnical Review Checklist", provide an adequate number of borings to cover the entire building site (a minimum of two borings for the first 10,000 square feet of the building footprint and one boring for every 10,000 square feet thereafter, or fraction thereof):

2. Depths of Soil Borings for base bid shall be:

    1. One boring at 15' below ground surface;
    2. One boring at 50' below ground surface to determine/confirm potential deep foundation requirements;
    3. Two borings at 10' below ground surface; and
    4. Two borings at 30' below ground surface.

As per the CDOT "Geotechnical Review Checklist", provide adequate depth of boring, defined to be a minimum dimension below bearing elevation either two times the footing width for spread footings or two times the maximum bell diameter for caissons (drilled shafts)

The geotechnical investigation work performed under this Task Order shall be performed in accordance with the ASTM International (ASTM) Standard D-420 where applicable to the scope of work as well as any other ASTM Standards or Guidelines as they may apply.

Soil borings shall be drilled in accordance with ASTM Standard D-1586, Penetration Test and Split-Barrel Sampling of Soils. Soil borings shall not be terminated in loose and/or soft soils; consult with the PBC Project Manager or PBC field representative prior to the termination of soil borings to ensure that the available data collected will provide adequate design information. If cohesive soils are encountered, undisturbed soil samples shall be obtained with a Shelby Tube sampler in accordance with ASTM Standard D-1587, Thin-Walled Tube Sampling of Soils. Obtain one undisturbed sample for each 10 feet of cohesive soil encountered. Samples shall be handled in accordance with ASTM D4220, Standard Practices for Preserving and Transporting Soil Samples, as applicable to the scope of work. Record groundwater level measurements during, at completion of boring, and 24 hours following the completion of the boring, as applicable. The geotechnical engineer shall advise the PBC Project Manager or PBC field representative immediately as to any further exploration and testing required to obtain information that the geotechnical engineer may require for a professional interpretation of subsoil conditions at the building site. If the Consultant fails to properly advise the PBC that further exploration or testing is required and must return to the site or in the case where inadequate procedures or care has occurred during the field activities, the Consultant will not be paid any additional mobilization/demobilization costs to return to the site for rework or any contingency work as further described in Section 9, entitled Additional Contingency Work. The Consultant shall also stake out all the boring locations and accurately establish, by engineer's level or transit, the ground surface elevation in Chicago City Datum of each boring and include along with location dimensions on a final boring location plan and shall show all elevations on the boring logs.

4.6 Percolation Tests

The Consultant may be directed by the PBC to perform or increase the number of percolation tests prior to or during field investigation activities and shall utilize a percolation test plan based on the site characteristics, proposed improvements and requirements of the test location plan where provided by the PBC. For proposal cost estimation purposes, assume that a minimum of four percolation tests at a strata depth of 4' below ground surface will be required as directed by the PBC—actual depth of test shall be determined upon findings of borings; however, the Consultant is responsible for recommending an adequate number of percolation test locations if additional testing is required. The proposed test locations shall be indicated on a sketch accompanying the Consultant's proposal where applicable. The percolation tests shall refer to guidelines for BMPs in the City of Chicago Stormwater Management Ordinance Manual. Tests will generally be located at proposed parking lots, playgrounds and detention areas. Include all proposed percolation test procedures.

4.7 Drilling and Sampling Methods

The Consultant shall perform drilling and sampling in accordance with ASTM Standards D-1586 and D-1587, as applicable. Standard Penetration Test (SPT) N values shall be recorded, as a minimum at 2.5, 5.0, 7.5, 10.0, 12.5 and 15.0 foot depths and at 5.0 foot intervals thereafter as applicable. Soil samples shall be classified in accordance with ASTM Standards D-2487 and D-2488. Soil samples shall be preserved and field logs prepared by either a geotechnical engineer or an experienced soils technician under the supervision of a geotechnical engineer. The final depth of the soil borings are to be determined by the geotechnical engineer based on the anticipated loads and the expected soil profile in the area. Unconfined compressive strength values of cohesive soil samples, using a pocket penetrometer or soil strength classifier, shall be obtained in the field and recorded on the field logs as applicable.

4.8 Laboratory Testing Requirements

Soil and Rock Core Samples: As a minimum, assume one representative soil sample from each soil layer encountered in each soil boring for laboratory testing as follows where applicable:

Cohesionless (granular) Soils: Particle size distribution in accordance with ASTM D-422 and Unified Soil Classification (USCS) in accordance with ASTM D-2487/D-2488;

Cohesive (clayey) Soils: #200 Sieve Size in accordance with ASTM D-1140, Atterberg Limits (Liquid Limit and Plastic Limit) in accordance with ASTM D-4318, USCS in accordance with ASTM D-2487/D-2488, Unconfined Compressive Strength of Cohesive Soils in accordance with ASTM D-2166 (minimum of one test per boring), and One-Dimensional Consolidation Properties of Soils in accordance with ASTM D-2435 (up to 2 tests for the entire project depending on the soil types encountered and as directed by the PBC);

Rock Core Samples: Determination of rock quality designation (RQD) in accordance with ASTM Standard D6032 and Determination of unconfined compressive strength in accordance with ASTM Standard D7012 where applicable; and

The Consultant shall also provide pressure meter tests for bearing capacities greater than 21 ksf (minimum two borings) and Vane Shear tests in soft clays for Earth Retention System (ERS) design and/or to check for caisson squeeze (minimum of two borings).

The Consultant shall also determine the need for optional CBR testing in accordance with ASTM D-1883 or ASTM D-4429 based on the proposed work and site characteristics and shall include such recommendation, if deemed appropriate, in the proposal. The recommendation shall include the recommended number of tests as well as a recommended procedure and need basis for the testing.

4.9 Field Measurements

In case of the presence of cohesive soils, pocket penetrometer values or values from a soil strength classifier shall be obtained to record the unconfined compressive strength values; and groundwater levels during, at completion of boring, and 24 hours following the completion of the boring (if feasible) shall be obtained, as applicable.

4.10 Additional Contingency Work

The requirements of the geotechnical investigation and report scope of work specifically provide that soil borings shall not be terminated in loose or soft soils or soils that are determined during field investigation activities to be weak and are therefore deemed inadequate for proper support of the proposed improvements based on properties and anticipated loads for the improvements. In such cases, the Consultant, at the direction of the PBC shall continue soil borings beyond initial planned depths. Where drilling depths are increased beyond initial planned depths, and suitable soil support strata are not encountered or are beyond a reasonable depth to be of any practical benefit for adequate bearing of the proposed improvements, then drilling shall continue to bedrock for selected or all soil borings as directed by the PBC. Where drilling continues to bedrock, a ten (10) foot rock core shall be obtained when directed by the PBC in accordance with ASTM Standards D2113 and D5079. The rock cores shall be classified and evaluated in accordance with the requirements outlined in Section 7, Entitled Laboratory Requirements as are applicable to rock core samples. In the event that the determined field RQD is classified as poor rock quality, additional rock coring samples will be advanced at the direction of the PBC.

In order to provide for such additional work, contingency funds are included in the Task Order and the Schedule of Costs includes pricing for optional task items which can be included in the scope of work when so directed by the PBC prior to or during field investigation activities. All such additional work shall be paid for out of the Task Order contingency amount. The PBC also reserves the right to increase the contingency amount of the Task Order at any time to address additional work needs prior to or during field investigation activities and the Consultant will not be entitled to any increase or adjustment to any of the Task Order proposed unit prices or individual cost items. The Consultant will also only be paid for one (1) mobilization/demobilization which will be applicable and cover all work activities performed under the Task Order including all directed additional contingency work.

The Consultant or their drilling subcontractor shall have all the necessary equipment and tooling required to perform all the activities included in the Scope of Work and such equipment shall be immediately available or readily accessible so as not to unreasonably delay the progress of the work which shall include any additional contingency work. Equipment and tooling shall include an adequate number of auger sections and drill rods for drilling to bedrock, tooling for obtaining and recovering rock cores, rock core storage/transport containers, percolation test rings, bentonite chips or plug, patching materials and any other equipment, tooling or materials necessary to adequately complete the work.

4.11 Protection/Restoration of Property

The consultant shall contact the PBC Project Manager and all utility companies for information regarding buried utilities and structures, shall take all reasonable precautions to prevent damage to property both visible and concealed, and shall restore the site to the conditions existing prior to site entry. The consultant shall remove all soil cuttings, spoil, drilling mud and other debris produced by their activities from the work site and legally dispose of those at no additional cost to the PBC unless otherwise approved or as directed by the PBC. Site cleanup shall be accomplished immediately upon completion of sitework and spoil removal shall be accomplished as soon as possible where classification is required prior to transporting the material. Any spoil left on site pending classification shall be stored in sealed secure drums and placed in a location acceptable to the PBC.

Utilize existing spoils to restore borings and excavations; hand tamp/compact spoils in lifts to prevent future settlement of disturbed area. In landscape areas, a 2'x2' area of sod is to be cut away prior to drilling and replaced with new sod upon completion of work. In pavement areas, hand tamp/compact spoils as subbase and fill with concrete, 5" Thick (minimum), set flush with adjacent paving. Restore all lawn surfaces disturbed during exploratory digging with sod. Infill gaps with topsoil and seed.

4.12 Field and Laboratory Reporting Requirements

Prepare reports in accordance with, but not limited to, the following items:

a. Record all data in accordance with the latest applicable ASTM standards;
b. Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
c. Identify the ASTM standards utilized;

d. Provide a site plan giving dimensioned locations of test borings and percolation tests;

e. Provide vertical sections for each boring plotted and graphically presented showing the number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot, and depth and elevation of ground water. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions;

f. Soil Profile Sheets (including site plan and sections with CCD, foundation elevations in CCD, boring logs all test results (Penetrometer, SPT, Vane Shear, Water contents, Pressure meter, RQD, Soil Descriptions, Stratigraphy, Water Table, etc)) shall be provided for projects requiring deep foundations in accordance with OUC requirements. In addition the boring log site plan should include the cross sections locations and show the proposed foundation.

g. Describe the existing surface conditions, and provide a figure showing the generalized subsurface as well as summarize the subsurface conditions;

h. Include all laboratory testing data as an appendix and include a table summarizing the laboratory test results, e.g., boring number, soil sample number/type, depth (from/to), #4, #10, #40, #100, #200, LL, PI, Q_u (pocket penetrometer, soil strength classifier, lab values), consolidation test results (C_c and C_R), rock core RQD, unconfined compressive strength of rock core samples, etc.;

i. Report results of percolation tests in MPI (minutes per inch); and

j. Results of all additional contingency work as directed by the PBC such as:

Disposition of Samples: Retain samples at the geotechnical engineer's office until foundation installation is complete, and then legally dispose of remaining soil samples as required.

4.13 Foundation Engineering Evaluation and Recommendations

Design Loads: As provided by the PBC or estimate maximum anticipated loads based on the project description of proposed improvements, concept plan or other plans provided.

Evaluation and Recommendations: The geotechnical engineer shall analyze the information developed from the investigation and submit a professional evaluation and recommendations for the necessary areas of consideration, including, but not limited to, the following:

a. Foundation support for proposed structures, playground posts, and slabs, including allowable bearing capacity, recommended foundation depths/elevations, foundation design recommendations (shallow and/or deep foundations) and anticipated settlements;

b. If deep foundation design is needed, include recommended depth, foundation types, e.g., pile, pier/caisson, etc., and vertical/lateral capacities, etc.) and all necessary geotechnical parameters, e.g., saturated and submerged soil densities, angle of internal friction, cohesion, adhesion, wall friction as applicable, horizontal subgrade modulus, RQD values, etc.;

c. Anticipation of, and management of, groundwater for design of structures, pavements and utilities. Even if the groundwater is not encountered at the site, include recommendations to manage the groundwater during any excavation and long term groundwater conditions, or assess that no groundwater conditions will adversely affect the proposed improvements. Provide a design groundwater elevation in City of Chicago Datum.

d. Provide recommendations for excavation and backfilling slopes, material (gradation requirements), and compaction (modified or standard proctor tests) requirements for structural fill, backfill, and for the support of structures and pavements;

e. Vertical sub-grade modulus for design of pavements or slabs;

f. Provide recommendations for soil preparation of pavement areas, including permeable pavement systems, artificial turf, flexible pavement systems, and rigid pavement systems.

g. Discuss the feasibility of reusing excavated native soils as fill under structure and pavement (flexible and rigid) and artificial turf athletic fields.

h. Discuss considerations of the use of permeable surface materials (i.e. artificial turf or concrete unit pavers) as it relates to saturation of fill and native soils under the permeable surface.

i. Horizontal subgrade modulus for calculation of lateral load capacity of deep foundations; and

j. Include all detailed calculations, including hand written calculations, when used to develop estimates, findings or recommendations contained in the report.

4.14 Presence at Meetings

The geotechnical Consultant shall be available for a meeting(s), if requested by the PBC to discuss the investigation results to the PBC Project Manager and assigned Engineering and/or Architectural team members.

4.15 Deliverables

The Consultant shall provide, for each site: one electronic copy in PDF format of a "Draft Report" to the PBC for review and comment. The Consultant shall be prepared to discuss and implement revisions to the document. The Consultant shall then provide one electronic copy in PDF format of an "Interim Final Report" – incorporating the comments on the "Draft Report" - to the PBC for review and comment. The Consultant shall then provide five bound printed copies and an electronic copy in PDF format of a "Final Report" reflecting all PBC comments on a CD to the PBC.

4.16 Time

Within 8 calendar days upon Notice of Award, the Consultant shall provide a project schedule outlining sequence and duration of the tasks to be conducted in part of the scope of work. Schedule shall include, at minimum, information regarding utility locate service, field testing, laboratory testing, installation/construction of temporary measures (if any), restoration of conditions, and submission of draft report. Update the schedule throughout the duration of the project, as applicable.

The Consultant shall commence field testing operations within 7 calendar days upon Notice to Proceed (NTP). The Consultant shall provide a draft report (inclusive of lab results) within 14 calendar days upon completion of field work for PBC review. The Consultant shall provide the final report within 14 calendar days of receipt of comments / coordination items resulting from the review of the draft report.

4.17 Access to Property

The Consultant shall contact the PBC Project Manager for information regarding access to the site. A Right-of-Entry (ROE) will be required. The PBC shall assist with obtaining the ROE.

4.18 Use of Report

The Public Building Commission of Chicago and the user agency or department may reproduce the report without modifications and distribute the report in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant.

4.19 Qualifications/Personnel

All work shall be performed by qualified personnel under the supervision of an Illinois Licensed Professional Engineer and the document submitted shall bear the engineer's seal and certification.

4.20 Proposal Content

Provide a proposal that includes, but is not limited to, the following:

a. A detailed description of the proposed geotechnical investigation scope of work and an accurate and full understanding of the services requested;
b. Project managers and key personnel who will be responsible for providing the services necessary for the geotechnical investigation and report preparation stated above, including those who will perform the work in the field and review the quality of the report. The proposal must state their roles and areas of responsibility/activities;
c. Copies of current licenses for all project managers and key personnel;
d. Designation of a quality control/assurance individual to review formatting and content prior to distributing the report to the PBC;
e. Date when geotechnical investigations will commence (such as within 7 calendar days upon receipt of NTP) and the number of consecutive calendar days required to complete the work; and
f. Completed and signed Schedule of Costs – Attachment B and any other pertinent information deemed appropriate to evaluate the Consultants proposal.

The Commission reserves the right to amend, alter, update, and/or change the services required at any time.

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount specificed in each Task Order (Fee). The hourly rates attached herein represent the basis for each fee proposal from Consultant.

C.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.

C.1.3. Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement, in writing.

C.1.4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.

C.1.5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.

C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

C.2.1 All Consultant and Subconsultant personnel along with the billable hourly rate are subject to the prior approval of the Commission. The hourly rates shall not include compensation for overtime pay or holiday pay.

C.2.2. Rates contained herein shall be enforceable for the term (and any subsequent option years exercised) of the agreement. Consultant may request, in writing to the Contract Officer, a request for a rate revision not less than 60 days at the end of each Calendar year. The request must be accompanied by justification by the Consultant. Revision or modifications of hourly rates shall be made at the sole discretion of the Commission.

C.3 METHOD OF PAYMENT

C.3.1. **Invoices.** The Consultant will submit invoices, via e-Builder**,** to the Commission for Services performed that will be paid in one lump sum after all Services required by each Task Order have been completed to the reasonable satisfaction of the Commission.

Each invoice must reference the contract number, task order number, project name and include reasonable detail to sufficiently describe the services performed. At its discretion, the Commission may require detail and data relating to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress reports must identify any variances from budget or schedule and explain reasons for any such variance(s).

C.3.2. **Payment.** Payment will be processed within thirty (30) days after Commission receives an acceptable invoice from the Consultant.

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AECOM Technical Services, Inc.
LOADED RATES FOR
GEOTECHNICAL CONSULTING SERVICES
PS3082A

Complete the followng Rate Sheet table and provide various rates for the services and staff who will work on the projects. The rate shall include typical overhead (except the reimbursable expenses) for services and each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxi cab fares, parking, tolls, insurance, marketing and any other costs incurred.

	TASK ITEM	Unit	Unit Rate
#	**GENERAL**		
1	Principal	Per Hour	$ 185
2	Geotechnical Engineer, P.G.	Per Hour	$ 135
3	Project Manager	Per Hour	$ 140
4	Geologist, P.G.	Per Hour	$ 120
5	Field Engineer/Geologist	Per Hour	$ 110
6	Laboratory Technician	Per Hour	$ 90
7	Field Technician	Per Hour	$ 100
8	Clerical/Administrative Staff	Per Hour	$ 65
9	QA/QC Staff	Per Hour	$ 100
10	Environmental Technician	Per Hour	$ 95
11	Senior Project Manager	Per Hour	$ 155
12	Senior Staff	Per Hour	$ 140
13	Drafting Technican	Per Hour	$ 85
14	CADD Designer	Per Hour	$ 100
15	**Subject Matter Expert**	Per Hour	$ 280
16	**Project Controls**	Per Hour	$ 120
#	**FIELD INVESTIGATION**		
1	Mobilization / Demobilization	Each	$ 600
2	Drilling (per ASTM D 1586)	Per Foot	$ 40
3	Drill Rig and 2 man Crew	Per Day	$ 1,600
4	Install Piezometers	Each	$ 900
5	Surveying: Benchmark, coordinates, elevations, etc.	Per Day	$ 2,200
6	Undisturbed Sampling (per ASTM D 1587)	Per Sample	$ 25
7	In-Situ Percolation Test	Per Test	$ 850
8	In-Situ Testing for Vane Shear	Lump Sum	$ 400
9	Field Equipment – vehicles, coring, small tools, etc.	Per Day	$ 220
10	Field Equipment – Foundations monitoring	Per Day	$ 500
11	Field Equipment – Earthwork monitoring	Per Day	$ 500
12	Misc. Field Expenses	Lump Sum	$ 100
13	Health and Safety Plan	Lump Sum	$ 500
14	Utility Locating Servcie (on-site locator)	Lump Sum	$ 1,500
15	55-Gallon Drums (for soil cuttings)	Per Drum	$ 75
16	Waste Characterization (sample collection and disposal analysis)	Lump Sum	$ 1,800
17	Waste Profile Forms (for disposal)	Lump Sum	$ 750
18	Drums Disposal (mobilization, load, transport and disposal—uncontaminated soil)	Lump Sum	$ 800
19	Rock Coring	Per Foot	$ 50
20	Rock Core Backfill (Grout)	Per Foot	$ 7
21	Boring backfill (bentonite chips)	Per Foot	$ 10
22	Surface Coring: Concrete (per boring)	Each	$ 250
23	Surface Coring: Asphalt (per boring)	Each	$ 125
24	Surface Restoration: Concrete (per boring)	Each	$ 90
25	Surface Restoration: Asphalt (per boring)	Each	$ 50
#	**LABORATORY TESTING**		
1	Moisture Content	Each	$ 10
2	Particle Size Analysis (per ASTM D 422 and 1140)	Each	$ 110
3	Soil Classification (per ASTM D 2487 & D 2488)	Each	$ 19
4	Unconfined Compressive Strength (per ASTM D 2166)	Each	$ 63
5	Atterberg Limits (per ASTM D 4318)	Each	**$ 110**
6	Consolidation Testing (per ASTM D 2435)	Each	**$ 155**
7	Modified Proctor	Each	**$ 215**
8	California Bearing Ratio Test (per ASTM D 1883)	Each	**$ 500**
9	Organic Content	Each	**$ 50**
#	**DELIVERABLES**		
1	Draft and (1) Final Geotechnical Report	Lump Sum	$ 2,000
2	Permits	Lump Sum	$ 1,500

SCHEDULE D
INSURANCE REQUIREMENTS

In general, unless otherwise specified in the assigned Task Orders, the Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident, illness or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include at least the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

D.1.4. Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than $2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

D.1.5 Property

The Consultant is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Consultant.

D.1.6 Valuable Papers

When any plans, designs, drawings, data, media, or other 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.1.7 Contractors Pollution Liability

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

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

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

D.1.8 Railroad Protective Liability

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

In all instances when work is to be performed within fifty (50) feet of a right-of-way, Consultant and sub-consultants performing work in the area are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Evidence of this endorsement must be submitted with the Certificate of Insurance required below.

D.2. ADDITIONAL REQUIREMENTS

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

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

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

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, the Board of Education of the City of Chicago, the City of Chicago, and any other User Agency or Owner and each of their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Commission, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency or Owner do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2024

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

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

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com

CN101348564-STND-GAUE-24-25 04 3037

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property & Casualty Insurance Co.	20699
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services, Inc.
303 E.Wacker Drive, Suite 1400
Chicago, IL 60601

COVERAGES **CERTIFICATE NUMBER:** LOS-002735349-08 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDO G47343045	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H1073888A	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			XEU G46880043 007	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C50718748 (AOS) SCF C50718852 (WI Retro)	04/01/2024 04/01/2024	04/01/2025 04/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2024	04/01/2025	Per Claim/Agg Defense Included	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AECOM Project No: 04192170 task 2041. Client Ref No: Professional Services Agreement, Geotechnical Investigation & Reporting Services, PBCC ID PS3082A.

The Board of Trustees of Community College District No. 508, Department of Transportation, and Department of Fleet and Facility Management are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. See Next Page-

CERTIFICATE HOLDER

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

APPROVED
JLB
11/20/2024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services	**NAMED INSURED** AECOM AECOM Technical Services, Inc. 303 E.Wacker Drive, Suite 1400 Chicago, IL 60601
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Waiver of Subrogation is applicable where required by written contract with respect to GL, and AL. Contractual Liability is included in the General Liability coverage.

If the insurer for the General Liability, Automobile Liability, Workers Compensation. Professional Liability, Valuable Papers, or Contractors Pollution Liability policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract.

Valuable Papers
Insurer: Zurich American Insurance Company, NAIC #16535
Policy Number: PPR 6299216-05
Effective Date: 04/01/2024
Expiration Date: 03/01/2025
Limit: $1,000,000 for Valuable Papers

Contractors Pollution Liability
Carrier: AIG Specialty Insurance Company, NAIC #26883
Policy #: CPL 1814870
Policy Term: 04/01/2024 – 04/01/2025
"Claims Made," Defense Included, Limit: $2,000,000

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1

POLICY NUMBER: HDO G47343045 Endorsement Number: 11

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
Any railroad (RR) which you have agreed to indemnify pursuant to a written contract entered into with such RR that was signed prior to loss, in connection with an easement granted by such RR to you.	All job sites where you are operating under an easement granted by a scheduled RR, and where you have agreed to indemnify such RR for your operations pursuant to such easement under a written contract entered into with such RR prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

iii. Provide a one-page table for each project manager that demonstrates ten (10) local projects.

Project Manager – Jeremy Thomas, PE

Project Name and Client	Project Location	Project Type	Project Description	AECOM's Role	Value of Contract	Date of Completion	Key Staff/ day-to-day technical project manager
Transmission Lines Rebuild Client: Illinois Utility	LaSalle and Grundy Counties, IL	Industrial	Rebuild transmission lines	Geotechnical assessment/investigation/reporting including the following services: • Locating and surveying boring locations. • Collecting soil samples for geotechnical testing, including in-situ water content, visual soil classification, density, grain size analysis, unconfined compression strength, and/or corrosivity (pH, resistivity, chloride, and sulfate). • Collecting soil samples for chemical analyses. • Collecting soil samples for environmental analyses. • Conducting pressuremeter tests. • Performing rock cores. Subsequently, AECOM compiled a detailed report that covered the methodologies employed, results of both field and laboratory tests, critical soil parameters, and a set of recommendations. These recommendations have been vital for the project's structural engineers, who are utilizing them in designing and installing foundation elements for the planned development.	$907,000	December 2024	Lead Geotechnical Engineer: Jeremy Thomas, P.E. Geotech. Eng. (Reviewer): Mathew Blocher Geotech. Eng.: Suhaib Ibrahim Field Engineer/Geologist: Indy Nenn Aaron Witter Maggie Nutter Dorian Gohr
Transmission Lines Client: Illinois Utility	Winnebago County, IL	Industrial	Build transmission lines		$83,500	June 2023	
Substation Client: Illinois Utility	Stickney, IL	Industrial	Equipment upgrade in a substation		$61,000	July 2023	
Solar Field Client: ENGIE	Rockford, IL	Industrial	Build a solar field in Collins Aerospace property		$25,000	April 2023	
LaSalle Power Station Client: Illinois Utility	Marseilles, IL	Industrial	Upgrade the existing power station a proposed new hydrogen facility on the property		$107,000	June 2023	
Substation Client: Illinois Utility	Western Springs, IL	Industrial	Equipment upgrade in a substation		$36,500	January 2023	
Substation Client: Illinois Utility	Zion, IL	Industrial	Equipment upgrade		$43,000	April 2023	
Salt Dome Replacement Project Client: PBC	Chicago, IL	Industrial	new Salt Dome Replacement Project located at 2555 West Grand Avenue		$52,600	September 2021	
Substation Client: Illinois Utility	Glen Ellyn, IL	Industrial	Equipment upgrade in a substation		$42,000	May 2023	
Substation Client: Illinois Utility	Berwyn, IL	Industrial	Equipment upgrade in a substation		$52,000	May 2023	

iv. Copies of current licenses and resumes for the on staff Professional Engineers, all project managers and key personnel to be assigned to PBC projects.

Resumes of key personnel, along with copies of their current licenses and specific geotechnical engineering experience immediately follow.

Jeremy Thomas, PE

Project Manager and Geotechnical Engineer

Education
MS, Civil Engineering, University of California-Davis, 2006
BS, Civil Engineering, University of Wisconsin-Platteville, 2003

Years of Experience
With AECOM: 17
With Other Firms: 1

Training and Certifications
Accredited AECOM Project Manager

Licenses/Registrations
Professional Engineer
Illinois #062.061572
Indiana #PE11600567
Wisconsin #41276-6
Minnesota #50125
Louisiana #PE.0035464

Professional Affiliations
American Society of Civil Engineers

Summary
Mr. Thomas is a project engineer who has gained experience in a variety of geotechnical projects including foundation design and construction, landfill slope stability and settlement analyses and earth retention system designs, and liquefaction analysis.

Project Experience

220 West Illinois Owner, 220 West Illinois FCS, Chicago, IL. Project Manager for construction phase services related to installation of soil supported belled drilled shafts. Drilled shafts were installed for the support of a 26 story high-rise building. Reviewed caisson reports and daily field reports in addition to laboratory reports related to concrete testing.

360 West Hubbard JV, Caisson & Underground Construction, Chicago, IL. Project manager for construction phase services for a 47 story high-rise in downtown Chicago with 2 levels below grade for parking. Services included scheduling of technician and site visits, review and distribution of daily field reports, review of laboratory testing reports and maintenance of a corrective action log.

2520 North Lakeview LLC, 2520 North Lakeview, Chicago, IL. Project engineer that performed geotechnical investigation and engineering analysis for a proposed condominium development in the Lakeview neighborhood. The development included three towers (40-story, 30-story, and 20-story). A two-story basement was to be constructed beneath the entire project to provide parking. A constraint on the project was to maintain a historic chapel located in the center of the site and prevent damage to the wood pile foundation. Recommendations were provided for design and construction of top of rock caissons. Guidance was also provided for the earth retention systems associated with the project.

Project manager for construction observation and material testing services for the rock supported drilled shaft foundations for the structure.

McCaffery Interests, Lakeside, 86th and Green Bay, Chicago, IL. Project engineer for redevelopment of the U.S. Steel South Works plant in Chicago. This former steel mill, which was built primarily on made land in Lake Michigan, was to be redeveloped into a mix of residential, commercial, and institutional properties. Challenges at this site included existing subsurface obstructions, including foundation elements and utilities and inconsistent fill quality and composition across the site. AECOM provided construction drawings and documents detailing the scope of demolition and ground treatment for the first development corridor at the site.

BP, Unloading Dock, East Chicago, IN. Project engineer for site improvements, which consisted of the construction of a pile-supported unloading platform and a steel sheet pile retaining wall. Completed a liquefaction analysis for the site.

American Transmission Company, North Appleton to Morgan, Northeast, WI. Project manager and geotechnical engineer for two phases of soil borings, testing and geotechnical evaluation for 50 mile transmission line from Appleton, WI to Oconto Fall, WI. Managed field and office staff to coordinate field activities, site access, field and laboratory testing and prepared geotechnical report

including recommendations for foundation design parameters.

American Transmission Company, Transmission Line Re-Rate Project, Green Bay, WI. Project manager and geotechnical engineer for three transmission line re-rate projects in Green Bay, WI. Services included soil borings, testing and geotechnical evaluation for three transmission line segments throughout Green Bay. Managed field and office staff to coordinate field activities, site access, field and laboratory testing and prepared geotechnical report including recommendations for foundation design parameters.

American Transmission Company, Substations, Northeast, WI. Project manager and geotechnical engineer for three substation projects in Northeast, WI. Two substation projects consisted of construction within the footprint of existing sites, the third project included the construction or a new substation adjacent to an existing substation site. Services included soil borings, testing and geotechnical evaluation for three transmission line segments throughout Green Bay. Managed field and office staff to coordinate field activities, site access, field and laboratory testing and prepared geotechnical report including recommendations for foundation design parameters.

Alliant Energy Corporation, Edgewater Air Quality Control System, Green Bay, WI. Project manager for construction phase services related to installation of soil supported straight shafted drilled shafts. Reviewed caisson reports and daily field reports in addition to laboratory reports related to concrete testing.

Kansas City Board of Public Utilities, Nearman Power Station, Kansas City, KS. Geotechnical engineer that assisted with and reviewed the slope stability analyses of the perimeter berms surrounding the bottom ash pond at the Nearman Power station site.

Georgia Pacific, Ash Pond Dredging, Pennington, AL. Project Engineer and Project Manager. Reviewed and assisted with the development of recommendations and design drawings for the dredging and reconstruction of a sluiced ash pond.

Confidential Client, Emergency Slope Stabilization of River Bank, Southeast U.S. Project Engineer. As spring flooding receded, a river bank adjacent to the site landfill failed. At times, the slope was moving at a rate as high as one inch per hour vertically and horizontally. As the project engineer, Mr. Thomas designed and implemented a sheet pile wall system to stabilize the landslide and a second wall to protect the landfill. The final stabilization included soil anchors with reaction blocks, slope regarding and armoring with rip rap.

Confidential Client, Waste Water Finishing Pond Shoreline Stabilization, Southeast U.S. Project Engineer and Project Manager. Upon completion of an emergency stabilization at the site, a review of other areas of the shoreline on the property were reviewed to evaluate the presence of erosions and potential slope instability. A stabilization program including sheet pile, rip rap and slope was designed to repair the most critical area.

Canadian National and Canadian Pacific Railroad, Various Railroad Bridge Replacements. Assistant project engineer. Provided recommendations for foundation design for rail bridge replacements in Minnesota, Wisconsin, Illinois, Michigan, and Kentucky. Slope stability analysis and settlement analyses were completed as necessary for some projects.

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
062.061572

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

EXPIRES:
11/30/2017

LICENSED
PROFESSIONAL ENGINEER

JEREMY MICHAEL THOMAS
558 N MAIN STREET
OSHKOSH, WI 54901

BRYAN A. SCHNEIDER
SECRETARY

JAY STEWART
DIRECTOR

The official status of this license can be verified at www.idfpr.com

10203247

7/17/23, 4:26 PM

Print Lookup Details

Illinois Department of Financial and Professional Regulation

Lookup Detail View

Contact

Contact Information

Name	City/State/Zip	DBA / AKA
JEREMY MICHAEL THOMAS	OSHKOSH, WI 54901	

License

License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062061572	LICENSED PROFESSIONAL ENGINEER	ACTIVE	05/21/2009	12/01/2021	11/30/2023	N

Generated on: 7/17/2023 4:26:10 PM

Vikram Gautam, PE

Senior Technical Reviewer

Education
MS, Structural Engineering, Case Western Reserve University, 2001
BS, Civil Engineering, Case Western Reserve University, 2000

Years of Experience
With AECOM: 23
With Other Firms: 0

Training and Certifications
OSHA 40-Hour HAZWOPER

Licenses/Registrations
Professional Engineer,
Ohio PE#70274
Indiana PE#11600291
Michigan PE#6201055245,

Professional Affiliations
American Society of Civil Engineers

Summary
Mr. Gautam is a Geotechnical/Civil Engineer specializing in the analysis and detailed design of geotechnical structures, with emphasis on geotechnical engineering for marine structures, dams, industrial and power clients, heavy highway and other linear projects, slope stability, landfills, and remediation projects. He serves as the Geotechnical Practice Leader in AECOM's (legacy URS Corporation's) Cleveland Office, leading a regional team of nineteen geotechnical engineers, technicians, and geologists. He specializes in foundation engineering and retaining wall design, and in geotechnical modeling, including finite element analyses and slope stability analyses. Mr. Gautam has led numerous geotechnical site investigations and studies, and has acted as geotechnical and structural designer on a variety of projects.

Project Experience

U.S. General Services Administration, New United States Federal Courthouse, Toledo, OH. Project Geotechnical Engineer. Complete engineering and design services for a new 3-story, 225,000 SF courthouse facility. The project site lies above a thick deposit of compressible lacustrine clays and features heavy column loads up to 1,000 kips. Mr. Gautam was responsible for the geotechnical exploration and reporting for the project, which included approximately 800 lineal feet of drilling and extensive laboratory testing. A number of foundation options were considered for the structure, including deep foundations, a combined mat foundation system, and rammed-aggregate piers (RAPS). RAPS were chosen on the basis of cost and technical feasibility. Additional geotechnical recommendations for the project included wick drain treatment to mitigate settlement under exterior surface structures, slabs, and retaining walls, and geogrid reinforcement of subgrade for the basement level floor slab.

FirstEnergy Corporation, Modular Substations, Various sites in Ohio and Pennsylvania. Lead Geotechnical Engineer. AECOM has provided siting, survey, geotechnical investigations, civil design and foundation design for various elements of modular substation expansions or new substation construction for eight individual sites (ranging in size from 150 feet by 200 feet to 330 feet by 400 feet), including:

- Bentley Substation: A new 138 kV substation in Avon, OH
- Laurel Substation: A new 69 kV substation in Brunswick, OH
- Sourek Substation: A new 138 kV substation in Akron, OH
- Alta Substation: A new 69 kV substation in Mansfield, OH
- Carmont Substation: A new 69 kV substation in Massillon, OH
- Guilford Substation: A new 138 kV substation in Center Township, OH
- Charleston Substation: A new 138 kV substation in Lorain, OH
- National Substation: A new 138 kV substation in Deercreek, OH
- Frew Mill Substation: A new 69 kV substation in New Castle, PA

Mr. Gautam led the geotechnical team working on these projects and was responsible for the planning and execution of the geotechnical work scope at each site including implementation of field borings, performing design and analysis for deep and shallow foundations for elements of the substations, providing the results of the design and construction recommendations in the form of a geotechnical design and engineering report as well as review and evaluation of foundation design drawings.

Skanska-Flatiron-Dragados Joint Venture, Ohio River Bridges Project East End Crossing, Louisville, KY: Lead Geotechnical Engineer. Served as the prime engineering consultant to the construction joint venture on this $800 million dollar design-build transportation project for the Indiana Finance Authority and the Kentucky Transportation Cabinet. The project involved a signature cable-stayed bridge crossing over the Ohio River, a bored tunnel under an historic property (with rock cuts up to 70 feet in height at the tunnel approaches), and more than 7 miles of roadway and interchange improvements (including 23 bridges), divided roughly evenly between the Kentucky and Indiana sides of the River. Mr. Gautam served as lead geotechnical engineer and led a team of geotechnical engineers tasked with providing complete geotechnical design services for the project. Challenges included design of rock cuts up to 70 feet high at the approaches to the tunnel, bridge foundation design in a variety of subsurface conditions ranging from residual soils over shallow bedrock to deep alluvial deposits near the Ohio River, and ground improvement designs for walls and embankments in soft, compressible clays in tributary stream valleys. Mr. Gautam's responsibilities included full oversight of the geotechnical engineering discipline, regular coordination with the multidisciplinary team of engineers and contractors working on the project design and bid, and assistance with design/bid proposal preparation.

The Great Lakes Construction Company, New Office Building – FirstEnergy Beaver Valley Power Station, Shippingport, PA. Project Geotechnical Engineer. As prime consultant to The Great Lakes Construction Company, our team was selected by FirstEnergy Corporation to design and build a new 35,000 square foot office building at the Beaver Valley Nuclear Power Station. The building was to be constructed over deposits of heterogeneous granular fills placed prior to original plant construction, and immediately adjacent to a subsurface tunnel structure which exists 45 feet below proposed grades. Mr. Gautam served as lead geotechnical engineer for the project. He and his team devised an auger cast pile foundation system, to mitigate uncertain bearing capacity in the fills and mitigate potential for building damage in the event of a culvert failure. This approach met with positive review by the client during the D/B selection process. During the design phase, Mr. Gautam performed a detailed subsurface exploration at the site and was responsible for preparing design and construction documents for the auger cast pile system.

M-1 Rail Corporation, M-1 Streetcar Rail System, Detroit, MI. Lead Geotechnical Engineer. Provided full engineering design services for this signature rail project in Detroit, MI. The project included construction of a new bi-directional streetcar rail system along Woodward Avenue (M-1) originating in the heart of downtown Detroit and extending approximately 3.2 miles to the north. Also included in the project was full depth pavement replacement along Woodward Avenue, and reconstruction of two interstate bridges, carrying Woodward over I-75 and I-94. The total estimated project construction cost was approximately $150 million. Mr. Gautam led the geotechnical engineering effort for the project, which included approximately 100 borings ranging in depth from 10 to 150 feet, full geotechnical reporting, rail slab and pavement subgrade improvement design, foundation design for overhead contact system (OCS) poles, and bridge foundation and retaining wall design in accordance with AASHTO LRFD procedures.

Matthew Bloecher

Geotechnical Engineer

Education
MS, Geotechnical Engineering, University of Wisconsin-Platteville, 2019
BS, Geological Engineering, University of Wisconsin-Madison, 2013
AS, Information Technology, Community College of the Air Force, 2007

Years of Experience
With AECOM: 10
With Other Firms: 0

Training and Certifications
OSHA 40-Hour HAZWOPER
OSHA 10-Hour Construction S&H

Licenses/Registrations
Professional Engineer, Wisconsin #47993-6

Professional Affiliations
American Society of Civil Engineers

Summary
Mr. Bloecher is a mid-level geotechnical engineer with AECOM. He has worked on a variety of geotechnical projects involving subsurface exploration planning and oversite, permit applications, specification writing, slope stability modeling, geophysical testing, landfills, and recommendations for shallow and deep foundations.

Project Experience

Black and Veatch, American Transmission Company (ATC) Ogden Street Supplemental Geotechnical Investigation, Marinette, WI and Menominee, MI. Geotechnical Staff. Prepared and coordinated the site specific geotechnical drilling and cone penetration testing program for the anticipated upgrades to the ATC N-14 and U-73 transmission lines. Provided oversite to ensure subcontractors accessed proposed structure locations in accordance with ATC environmental guidelines and standards. Prepared a geotechnical engineering report to summarize encountered subsurface conditions and provided soil parameters for design of transmission line structures.

Basin Electric Power Cooperative (BEPC), Laramie River Station (LRS) Stability Analysis, Wheatland, WY. Geotechnical Staff. Coordinated subsurface investigation for reconstruction of coal combustion residuals containment ponds at the BEPC LRS. Provided drilling oversight and logged recovered soil samples in accordance with ASTM standards during subsurface investigation. Created a laboratory testing program to obtained soil parameters needed for design. Reviewed laboratory testing results to ensure conformance with ASTM standards. Completed a global stability analysis based on existing and recent site data. Prepared a geotechnical engineering report to summarize observations and results of the stability analysis along with recommendations for design and construction.

WE Energies, Oak Creek Power Plant - Geotechnical Services, Oak Creek, WI. Geotechnical Staff. Provided oversight for a subsurface investigation of a coal pile expansion at the power plant. Also, performed a geotechnical evaluation of the encountered subsurface profile for proposed structure foundation design.

American Transmission Company LLC, Bay Lakes 345kV Preliminary Geotechnical Engineering, Various Locations, Wisconsin. Geotechnical Staff. Performed field coordination and drilling oversight for proposed transmission line spanning 70 miles from Appleton to Pulaski, Wisconsin. Supervised drilling activities and logged soils in accordance with ASTM standards. Prepared a geotechnical engineering report to summarize the observations during the subsurface investigation and provided design parameters based on encountered subsurface conditions to structural engineers for use in design of transmission structures.

Canadian National Railway, Bluford Subdivision Bridge Reconstruction, Geotechnical Investigation and Analysis, Franklin County, IL. Geotechnical Engineer. Classified recovered soil samples in accordance with ASTM standards. Performed seismic site class and liquefaction potential analysis based on most current Illinois Department of Transportation standards. Performed preliminary lateral pile analysis using L-Pile software. Completed pile driving analysis using GRLWEAP software. Prepared geotechnical report to summarize observations during subsurface investigation and results of the analysis along with recommendations for bridge foundation design and construction considerations.

Georgia-Pacific, Engineering Analysis for Riverbank Stabilization at G-P Naheola Mill, Pennington, AL. Geotechnical Engineer. Reviewed existing site-specific subsurface data provided by the client. Assigned laboratory testing to determine textural and strength properties of soil. Performed global stability analysis of existing and proposed rehabilitation of riverbank slopes. Provided support for cost estimate for slope rehabilitation. Prepared a geotechnical engineering report to summarize the observations during drilling, results of the global stability analyses, and recommendations for slope rehabilitation and construction considerations.

Suhaib Ibrahim

Geotechnical Engineer

Education
BS, Civil Engineering, Illinois Institute of Technology, 2014

Years of Experience
With AECOM: 1
With Other Firms: 6

Summary

Mr. Ibrahim is a project engineer who has gained experience in a variety of geotechnical projects including Department of Transportation projects, foundation design, landfill slope stability, settlement analyses, earth retention system designs, and liquefaction analysis.

Project Experience

Chicago Public Building Commission Salt Dome Replacement Project, Chicago, IL. Geotechnical Engineer for services including site visits and providing settlement mitigation recommendations.

Illinois Tollway, Tri-State Tollway (I-294) Phase II, Chicago Area. Geotechnical engineer for services including soil borings, testing and geotechnical evaluation for proposed bridges and retaining walls. Prepared structural geotechnical reports.

Chicago Department of Transportation (CDOT), Grade Separation, Chicago Region Environmental and Transportation Efficiency (CREATE) Project, Chicago, IL. Geotechnical engineer for services including soil borings, testing and geotechnical evaluation for proposed bridges and retaining walls. Prepared structural geotechnical reports.

Union Pacific Railroad, Bridge over Roosevelt Road, Chicago Area. Geotechnical engineer for services including soil borings, testing and geotechnical evaluation for the proposed bridge. Prepared the structural geotechnical report.

Illinois Department of Transportation (IDOT), Chicago Circle Interchange Project, Chicago, IL. Geotechnical engineer for services including review of structural geotechnical reports for many retaining walls and bridges within the project.

Illinois Department of Transportation (IDOT), Illinois Route 22 Retaining Walls, Chicago Area. Geotechnical engineer for services including soil borings, testing and geotechnical evaluation for proposed retaining walls. Prepared structural geotechnical reports.

Illinois Department of Transportation (IDOT) I-90/94 Widening, Taggant Pile Retaining Wall, Chicago, IL. Geotechnical Engineer for services including reviewing of structural geotechnical reports for the retaining wall.

Illinois Utility, Various Substation and T-line Projects, Illinois. Geotechnical engineer for services including soil borings, testing and geotechnical evaluation for transmission line segments and substation improvements. Prepared geotechnical report including recommendations for foundation design parameters.

Illinois Department of Transportation (IDOT), I-55 and IL-59 Interchange Improvements, Illinois. Geotechnical engineer for services including soil borings, testing and geotechnical evaluation for proposed bridges and retaining walls. Prepared structural geotechnical reports.

Illinois Department of Transportation (IDOT), I-74 Eastbound to I-57 Northbound, near Champaign, IL. Geotechnical engineer for services including review of structural geotechnical reports for the proposed 8 span bridge.

Constellation, LaSalle County Generating Station, Marseilles, IL. Geotechnical engineer for proposed station improvements. Services included soil borings, testing and geotechnical evaluation, and foundation evaluation and design.

Dorian Gohr, PG
Geologist

Education
MS, Geology, Northern Illinois University, 2009
BS, Geology, Eastern Illinois University, 2001
BS, Geography, Eastern Illinois University, 2001

Years of Experience
With AECOM: 12
With Other Firms: 8

Training and Certifications
OSHA 40-Hour HAZWOPER
e-RAILSAFE

Licenses/Registrations
Licensed Professional Geologist, IL #196.001377, IN application submitted

Professional Affiliations
American Association of Petroleum Geologists

Summary
Ms. Gohr has 20 years of environmental consulting experience. Her extensive work in remedial investigations and environmental site assessments makes Ms. Gohr a sought after Geologist. Her experience includes investigation of recognized environmental conditions, including Leaking Underground Storage Tank (LUST) incidents and Phase II Environmental Site Assessments (ESAs), soil and groundwater investigation planning, field work completion and documentation; remediation system installation and sampling; geotechnical investigations, data management and evaluation, remediation completion reports and site closure. Ms. Gohr is a valuable resource providing support both in the office and the field.

As a senior geologist Ms. Gohr focuses on completing multiple assigned projects from various project managers and tracking progress against provided financial and time schedule requirements. Her work shows good organization, cooperative project management, subject knowledge, technical ability, leadership skills, health and safety compliance and the drive for continual improvement through education, training, peer review and additional experience.

Project Experience

Exelon Corporation, ComEd Compliance, Chicago, IL. Senior Geologist, performed:

- Geotechnical Investigations with bedrock coring and sampling at Substations and Transmission Lines– Nucor Steel-Bourbonnais, Diversey-Chicago, TSS-189 and Transmissions lines-Dekalb, Fiber Hut Sites-DCH10, DCH18,
- Soil Screening for Environmental/Construction Worker Safety – TSS-40, Evanston/Chicago, Wells/Wentworth, Melrose Park/Berwyn, North Avenue Feeder, Ohio Street Thorium
- Phase I ESAs – Nucor Steel-Bourbonnais, Diversey-Chicago, TSS-189-Dekalb
- Phase II ESAs – Nucor Steel-Bourbonnais, Diversey-Chicago, TSS-189-Dekalb, TSS-158 Streator North, DCG33 Dolton (SRP), DCG98 Chicago Heights
- Spoils Management – Nucor Steel SVC-Bourbonnais
- Demolition/Site Decommissioning - TSS-158 Streator North, DCG33 Dolton (SRP), DCG98 Chicago Heights

Illinois State Toll Highway Authority, Tri-State Corridor Project, IL. Senior Geologist, performed:

- Soil management determinations for contract 4265: Title D landfill hazardous/non-hazardous waste characterization determination and CCDD eligibility
- As part of the DCM team assist with review of the Phase II ESA work plans and soil management plans for all Tollway contracts prior to forwarding to Tollway for final approval
- Brainstorm procedure adjustments with Tollway environmental staff to establish variances from IDOT sampling protocol
- Phase II ESA soil sampling work plan for contract 4265
- Landfill gas migration assessment for a portion of contract 4265

- Tree survey and new easement assessment for contract 4265
- Draft soil sampling work plan reviews
- Draft soil management plan reviews

The Premcor Refining Group, Inc., Blue Island, IL. Senior Geologist, performed:

- Annual interim groundwater monitoring
- Background Metals Evaluation
- Multiple soil delineation investigations
- Annual reporting
- Treatability Study
- Feasibility Study
- Water well survey
- O&M support as needed

Sears Holding Corporation, Voluntary Site Remediation Project, Oak Brook, IL. Senior Geologist. Ms. Gohr's responsibilities included closure of the 1990 open LUST incident and enrolment of the site into the Illinois voluntary SRP, completion of focused site investigation activities including advancement of soil borings for site characterization and installation of groundwater monitoring wells for site characterization. Soil and groundwater samples were collected, and data was presented in a focused site investigation report (FSIR).

The data collected was subsequently used for preparation of the remedial objectives report (ROR), remediation action plan (RAP) and remedial action closure report in conjunction with enrolment and acceptance of the site into the Illinois voluntary SRP.

Proposed remedial objectives included calculating site specific Tier II values and/or excavation of all contaminated soils that exceeded site specific remediation objectives. SRP remediation put on hold due by Sears due to financial reasons

U.S. Army Corps of Engineers, McCook Reservoir Bedrock Groundwater Monitoring Well Installation, Development, Sampling and Hydraulic Conductivity Testing, Chicago, IL. Senior Geologist. Ms. Gohr's responsibilities included logging overburden and bedrock geology to depths of 400 feet below ground surface (ft bgs) from air rotary drilling cuttings, completion of boring logs and well construction diagrams, monitoring quality of well construction and meeting of specifications set forth in the project work plan, oversight of pump installation, programing and installation of level transducers, performing well development activities which include over-pumping and water quality evaluations for each well location, conduct hydraulic conductivity testing for each well and collect groundwater characterization samples.

BP, Wood River, Wood River, IL. Senior Geologist. Work included, but was not limited to:

- Comprehensive Land Reuse Investigation Reports
  - Confirm compliance with RCRA Part B permits
  - Investigation of all recognized environmental conditions
  - Evaluation of soil and groundwater analytical data
  - Evaluation of potential light non-aqueous phase liquid (LNAPL) in soils using shake tests and fingerprint analysis.
  - Create graphic soil boring logs
  - Create geologic cross sections
  - Review of Tier 1 and Tier 2 Risk Evaluations
  - Determine if/what additional remediation actions will be required to obtain closure for a particular area or parcel.
- Site Conceptual Exposure Models
  - Evaluation of a chemicals of concern (COCs) potential to leach to groundwater
  - Evaluation of COCs potential to migrate to groundwater
  - Identification of potential receptors
  - Evaluation of potential exposure routes
- Perched Groundwater Assessment and Monitoring
  - Perched groundwater monitoring
  - Evaluation of groundwater analytical trends
  - Evaluation of potential LNAPL on groundwater
  - Calculate groundwater flows and gradient

Ms. Gohr also performs fieldwork such as oversight of underground product piping removal activities, collection of environmental soil samples, low flow groundwater sampling, and field surveying using global positioning system equipment as needed.

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO:
196.001377

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

LICENSED
PROFESSIONAL GEOLOGIST

DORIAN E GOHR
6055 S NATOMA
CHICAGO, IL 60638

BRYAN SCHNEIDER
ACTING SECRETARY

JAY STEWART
DIRECTOR

The official status of this license can be verified at www.idfpr.com

9553430

Indy Nenn
Geologist

Education
BS, Geology, Illinois State University, 2018

Years of Experience
With AECOM: 2
With Other Firms: 4

Licenses/Registrations
N/A

Professional Affiliations
National Ground Water Association

Training and Certifications
OSHA 40-Hour HAZWOPER

Summary
Mr. Nenn has 6 years of experience in the characterization and analysis of groundwater, soils, and bedrock. His specialization includes analysis of field data such as aquifer pump tests, and analysis of light non aqueous phase liquid (LNAPL) recoverability and mobility/transmissivity data. Mr. Nenn's field experience includes general construction oversight; site safety officer for large-scale and long-term remediation projects; oversight of well installation using numerous drilling methods such as air rotary, mud rotary, hollow stem auger, and direct push; and oversight of well development, redevelopment, repair, destruction, and pump replacement. Additional field experience includes collection of soil and groundwater sample for site delineation, especially at former manufactured gas plant sites. His other responsibilities include the performance of Phase II environmental assessments and hydrogeologic investigations, and the generation of site conceptual models.

Project Experience

Zoetis Inc., Low-Flow Groundwater Sampling, Chicago Heights, IL. Project Site Safety Officer responsible for documentation, and enforcement of client and site safety rules and procedures for all site personnel. Daily tasks included leading and documenting the morning and afternoon safety briefings, providing client and site-specific safety training, and documenting safety incidents and observations. Project hydrogeologist also responsible for the installation of temporary monitoring wells and the collection of groundwater samples.

Hegeler Zinc, Voyant Beauty Soil Analysis through Drilling and MIP data, Danville, IL. Project Geologist responsible for overseeing the membrane interface probe inspection and interpreting in field data to select sample intervals for corresponding soil samples. Project Geologist also in charge of installation of wells and groundwater sample collection.

Cleveland Cliffs, C Battery Byproducts Recovery Area, 3210 Watling St. East Chicago, IN. Project team member. Performed tasks to aid in LNAPL recovery by gauging depths from 31 trenches and wells within the contamination plume. Flow meter checks were performed along with waste disposal activities once recovery was completed. Samples were collected at the C-Battery system sump along with BART tests, which were analyzed for 14 days to determine microbiology of well, determining well biofouling. Operation and maintenance activities were performed as needed on the groundwater remediation system.

City of Chicago, Environmental Records Review and Database Management project, Chicago Assets, Information and Services, Chicago, IL. Project team member. City of Chicago empty plots initiative required the review of historically unused plots. Environmental Database Reviews (EDR) were assessed and recorded, identified any potential environmental concerns that would prohibit types of land use on the parcel or require additional environmental assessment of the land.

Confidential Client, Geotech Investigation in Lasalle and Grundy County, Illinois. Project Geologist responsible for the logging of geotechnical boreholes to support future site structures. Logged bore holes to termination depths of approximately 50 feet below ground surface (bgs) through varying lithology.

US Steel, Lake Michigan Lake Bed Sediment and Surface Water Sampling, Gary, IN. Project team member that aided in the collection of sediment sample from the Lake Michigan lake bed. Also aided in the collection of surface water samples from Lake Michigan at varying depth zones.

Confidential Client, Various Substations in the Chicago land area, Illinois. Geologist responsible for logging of geotechnical boreholes to support future site structures. Logged boreholes to termination depths of approximately 25 feet bgs through varying lithology. Also collected numerous undisturbed soil samples for gain size analysis.

Former Scot Inc. (Now Chemring Energetic Devices), MIP soil investigation. Project Geologist responsible for oversight of MIP investigation and future soil investigation. Project Geologist responsible for well redevelopment as part of future groundwater sampling activities. Aided in the collection of groundwater samples for chemical analysis as part of site groundwater characterization.

BP, J-141 Remediation System Rehabilitation, Whiting, IL. Provided safety oversight for the J-141 wellpoint remediation system rehabilitation. Documented daily activities and observed new wellpoint installation. Collected groundwater samples using low flow techniques upon completion of new wellpoint installation

BP, Former BP Refinery Quarter 3 Groundwater, and Soil Sampling, Woodriver, IL. Project team member responsible for aiding in the collection of soil samples from pipe investigation and removal as well the collection of groundwater samples from monitoring wells. Soil samples were collected using Terra Core sampling kit. Groundwater samples were collected using a peristaltic pump under low flow conditions while monitoring water quality parameters.

Premcor Refining Group, Groundwater Sampling, Blue Island, IL. Project team member involved in collection of groundwater samples for chemical analysis using low flow sampling techniques.

Department of Defense Federal Contract, Oily Waste Sampling, Honolulu HI. Project team lead responsible for training, documentation, and enforcement of client and site safety rules. Daily tasks included leading and documenting the morning safety briefing, and site-specific sampling training. Project Geologist also responsible for the collection and submittal of residential drinking water samples.

Paul Nickles, PG

Senior Geologist/Hydrogeologist

Education
MS, Earth Science/ Hydrogeology, Northeastern Illinois University, 1997
BS, Environmental Science, Minor(s) Biology and Earth Science/ Hydrogeology, Northeastern Illinois University , 1992

Years of Experience
With AECOM: 26
With Other Firms: 2

Training and Certifications
Applied Groundwater Flow & Contaminant Transport Modeling

Licenses/Registrations
Professional Geologist, Illinois #196.001398

Professional Affiliations
Geographical Honor Society
Association of Environmental & Engineering Geologists
National Groundwater Association Member
NGWA Groundwater Modeling Advisory Panel Member 2016-current

Summary
Mr. Nickles is a Senior Geologist for the AECOM-Chicago Site Investigation Group. Through his graduate studies at Northeastern Illinois University and years of work experience at URS/AECOM, Mr. Nickles has gained extensive experience in due diligence-site investigation and environmental site assessment (ESA) support, geotechnical investigation support, hydrogeological conceptual site model (CSM) development, groundwater flow and transport modeling, groundwater hydraulics testing and analysis, Resource Conservation and Recovery Act (RCRA) Corrective Action assistance, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Remedial Investigation and Site Characterization, underground storage tank (UST) Removal/leaking underground storage tank (LUST) Investigation and Remediation of Impacted Properties and soil/groundwater remediation design and monitoring. .

Project Experience

GE Real Estate, Phase I & II Due diligence Investigation, Alsip, IL. Senior Hydrogeologist responsible for the project execution of a multi-site Phase I/II with potential acquisition ESA. The Phase I ESAs performed in general accordance with the American Society of Testing of Materials (ASTM E 1527 -13) Standard Practice for the evaluation of environmental risk by determining the potential of recognized environmental concerns (RECs) associated with the subject and surrounding properties. Phase II sampling plan development and site-investigation to include advancement of soil borings using Geoprobe® direct-push technology. Collected and logged subsurface samples according to Unified Soil Classification System (USCS), field screened for the presence of volatile organic compounds with a Photo-ionization detector (PID). Select samples submitted for laboratory analysis for benzene, toluene, ethylbenzene and total xylene (BTEX) and chlorinated solvents to assess potential releases from previous on-site operations of a dry-cleaning facility and an auto repair shop.

BOSCH LLC., Phase I & II Due diligence Investigation, Broadview, IL. Project Hydrogeologist responsible for execution of Phase I & II ESA. Work included the identification of existing environmental liabilities resulting in the installation of multiple monitoring wells and soil borings, testing of soil and groundwater to evaluate onsite subsurface conditions, and groundwater rehabilitation and construction considerations. Modeling to evaluate the potential for migration and off-site contributions that impact the client's site. Site Health and Safety plan development.

US Bank, Phase I & II Due diligence Investigation, Illinois. Project Manager Responsible for the project planning, budgeting, and execution of Phase I & II ESAs including the identification of existing environmental liabilities resulting in soil and groundwater investigations for US Bank.

Successfully managed and directed operations at multiple investigation sites throughout Chicagoland and Illinois region.

GE AM Lake Tower Development, UST Removal and Oversight, Illinois. Project manager responsible for the project planning, budgeting, and execution of the sampling and analysis of several caisson spoil piles from a removed UST project. Collected soil samples and compared analytical results to TACO Tier 1 Residential ROs. Proper documentation and disposal of soils as non-special waste going to a subtitle D landfill.

Peppercorn Capital LLC., UST Removal and Oversight, Chicago, IL. Project Hydrogeologist responsible for oversight of UST removal, direct subcontractors' activities, and interaction onsite with the State Fire Marshal. Successful removal and disposal of a LUST within budget. Over-excavation of impacted soils and confirmation sampling performed. Worked with subcontractor and City of Chicago to expedite the permit process at the client's request and performed early action reporting. Successfully closed the site and obtained a No Further Action Closure letter from the IEPA.

Confidential Owner, Grand Prairie Power Plant, Bartlett, IL. Geotechnical investigation to evaluate soils for a proposed power plant on a 35-acre site. Work on-site involved subsurface borings into bedrock, excavation of test pits for soil analysis, and surface Geophysical Surveying using electrical resistivity

MCI World Com., Riverdale, IL. Geotechnical investigation involving extensive subsurface borings and soil sampling for a proposed building structure.

Tishman Construction Company, Westmont, IL. Geotechnical investigation to evaluate potential settlement of existing columns supported on spread footings.

Confidential Owner, Transmission Line Spoils, Illinois. Soil sampling, manifesting, hauling and disposal of excavated spoils materials generated onsite from 35 Transmission Line Structures (TLS) in two Phases along the Central Tri-State I294 in Illinois. Coordinated both landfill disposal and hauling of all spoils to Subtitle D landfill.

Hill and Smith Holdings PLC, Phase I & II Due diligence Investigation, Lake City, FL. Senior Hydrogeologist responsible for the project execution of a multi-site Phase I/II with potential acquisition environmental site assessment (ESA). Three large manufacturing facilities with existing and former USTs, aboveground storage tank (AGST), asbestos-containing materials (ACM) and lead-based paint. On-site activities included Geoprobe® direct-push technology for boring advancement and installation of prepacked screen monitoring wells, soil and groundwater investigation/sampling, installation of sub-slab vapor points and collection of vapor samples with summa canisters in general accordance with the American Society of Testing of Materials (ASTM D7663 -12) methods. Identification and collection of hydraulic oil(s) for polychlorinated biphenyls (PCB) analysis and proper disposal of investigation derived waste (IDW).

Analytical results compared to Illinois Environmental Protection Agency (EPA) Tiered Approach to Corrective Action (TACO) Tier 1 Objectives for soil and groundwater on a quick turn-around basis per client's directive allowing client to make informed purchasing decision when negotiating liability.

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
196.001398

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

EXPIRES:
03/31/2025

LICENSED PROFESSIONAL GEOLOGIST

PAUL L NICKLES
PAUL NICKLES
540 NORTH 6TH AVENUE
DES PLAINES, IL 60016

MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

The official status of this license can be verified at IDFPR.illinois.gov

17565032

v. A description of how the Respondent has implemented cost savings measures on previous projects and how they propose to save the PBC on project costs.

AECOM has established that cost savings are best realized by utilizing sound engineering judgement when designing subsurface investigations, by performing our field activities safely and efficiently, and by providing our clients with useful data. AECOM routinely interacts with our clients, and their structural engineers and architects to fully understand the elements of planned developments. To successfully implement a geotechnical evaluation, it is imperative to understand the planned construction and uses of the facility to achieve a cost-effective geotechnical solution. This understanding is then incorporated into our investigation program of borings (strategic placement of the borings, advanced to appropriate depths), field testing to optimize our understanding the soil behavior and laboratory soil testing to maximize our data gathering efforts. Sound data obtained from proper locations will typically result in a better foundation design (minimizing the likelihood of overdesigned foundation systems) and occurrences of unexpectedly encountering unsuitable subsurface conditions. The investigation programs and data analyses implemented by AECOM has saved our clients time and money associated with construction delays from unexpected subsurface conditions and by allowing for the design of structurally and economically sound foundation systems. Our team has experience with a wide range or geotechnical solutions ranging from conventional shallow and deep foundation systems to innovative solutions with micropiles and ground improvement to develop efficient solutions to meet the performance needs of a project while being conscious of the cost impacts of the geotechnical solutions recommended.

vi. The Respondent must provide evidence of accreditation by a nationally recognized authority (AASHTO ,NVLAP, etc.) that they are accredited to:

1. ASTM E329

2. ASTM C1077

3. ASTM C1093

AECOM will respond to this question once we have identified our laboratory subconsultant(s).

vii. The Respondent must provide evidence from the appropriate national authority (CCRL, AMRL) that they participate in the concrete and soils excavation and proficiency programs.

AECOM will respond to this question once we have identified our laboratory subconsultant(s).

viii. The Respondent must provide evidence of accreditation to AASHTO R18 or PBC approved equal.

ix. Provide copies of the following:

1. A copy of the latest AMRL inspection report.

2. A Copy of the latest CCRL inspection report.

AECOM will respond to this question once we have identified our laboratory subconsultant(s).

B. Key Personnel, Resumes and Applicable Licenses

i. Demonstrate the ability and strengths of personnel and staffing to be dedicated to the services requested

AECOM's proposed team has the depth and breadth of knowledge necessary to assist the PBC with the geotechnical evaluation of its range of projects. Details of the experience of the team can be found by reviewing the resumes included in the attachments to this submittal. Our team has experience in managing multiple projects which are being implemented concurrently and can meet the schedule needs for the PBC projects. AECOM will utilize the services of multiple drilling and laboratory testing subcontractors to allow the flexibility to achieve the schedule expectations for the delivery of projects for the PBC.

iii. Provide a summary list of the individuals for which résumés have been provided, and the years that those individuals have been with their current firms.

Resumes have been provided for:

Jeremy Thomas, PE: With AECOM for 17 years

Vikram Gautam, PE: With AECOM for 23 years

Suhaib Ibrahim: With AECOM for 1 year

Matthew Bloecher, PE: With AECOM for 10 years

Dorian Ghor, PG: With AECOM for 12 years

Indy Nenn: With AECOM for 2 years

Paul Nickles, PG: With AECOM for 26 years

iv. Provide a copy of all applicable licenses as required to perform the described services.

Applicable licenses are included with resumes in Tab 2 Firm Qualifications, a. Qualifications of Firm, iv. Copies of current licenses and resumes for staff Professional Engineers, all project managers and key personnel to be assigned to PBC projects.

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME AECOM Technical Services, Inc.

I. LEGAL ACTIONS

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

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

ATTACHMENT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Denise M. Casalino (Name), as Executive Vice President (Title)

and on behalf of AECOM Technical Services, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	AECOM Technical Services, Inc.		
Address:	303 E. Wacker Drive, Suite 1400		
City/State/Zip:	Chicago, Illinois, 60601		
Telephone:	312-373-7700	**Facsimile:**	
FEIN:	95-2661922	**SSN:**	
Email:	wayne.lawrence@aecom.com		

Nature of Transaction:

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

II. DISCLOSURE OF OWNERSHIP INTERESTS

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

- ☒ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Not-for-profit Corporation
- ☐ Other: _____

ATTACHMENT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:	California
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:	☒ Yes ☐ No
City/State/ZIP:	300 South Grand Avenue, 9th Floor, Los Angeles, CA 90071
Telephone:	213-593-8100

Identify the names of all officers and directors of the business entity.
(Please attach list if necessary.)

Name	Title
Karl Jensen	CEO
Matthew Crane	President
Allison Hall	Treasurer and CEO
Armond Tatevossian	Secretary

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

Name	Address	Ownership Interest Percentage
The Earth Technology Corporation	300 South Grand Ave., 9th Floor Los Angeles, CA 90071	100 %
		%
		%

LLC's only, indicate Management Type and Name:

☐ Member-managed	☐ Manager-managed	**Name:**	

Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?	☒ Yes ☐ No	See Above

If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

B. PARTNERSHIPS

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	**Type**	**Ownership Interest Percentage**
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	☐ Yes ☐ No

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 of Principal(s)

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 be exercised.	
Name	**Address**

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

    a. 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-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

    b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

    d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.

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

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

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

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

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

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

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

H. 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.

I. VERIFICATION

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

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

Signature of Authorized Officer

Denise M. Casalino
Name of Authorized Officer (Print or Type)

Executive Vice President
Title

630-309-2717
Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 19th day of July, 2023 by Denise M. Casalino (Name) as Executive Vice President (Title) of AECOM Technical Services, Inc. (Bidder/Proposer/Respondent or Contractor)

Patricia A. McPherson
Notary Public Signature and Seal

PATRICIA A MCPHERSON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 08, 2026

ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Request for Qualifications (RFQ) for
Geotechnical Investigation & Reporting Services (PS3082)

Description or goods or services to be provided under Contract:

Geotechnical Investigation & Reporting Services

Name of Consultant: AECOM Technical Services, Inc.

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

Retained Parties:

Name	**Business Address**	**Relationship** (Attorney, Lobbyist, etc.)	**Fees** (indicate total whether paid or estimated)
Urban Strategies Terry Teele	212 West Washington Chicago, IL 60602	Lobbyist	
Public Sector Solutions LLC Jacob Miller	611 S. Wells Street, Unit 1803 Chicago, IL	Lobbyist	
While no lobbyists made contacts on behalf of the Vendor with respect to this contract, we would like to inform you that we occasionally use the services of Terry Teele of Urban Strategies and Jacob Miller of Public Sector Solutions, who facilitate meetings with our clients to market our services. Neither Terry Teele nor Jacob Miller are hired for any specific transaction nor receive any success fee. We are making this disclosure in anticipation that Mr. Teele and Mr. Miller may be involved in the later stages of this pursuit.			

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

The Consultant understands and agrees as follows:

a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant's participation in the contract or other transactions with the Commission.

b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.

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

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

Signature

7/19/2023
Date

Denise M. Casalino
Name (Type or Print)

Executive Vice President
Title

Subscribed and sworn to before me
this 19th day of July 2023

Patricia A. McPherson
Notary Public

PATRICIA A MCPHERSON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 08, 2026

ATTACHMENT D

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

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

1. Policy Statement

   a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.

   b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

   c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

   a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.

   b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.

   c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..

   d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

   a. For purposes of this Special Condition, the following definitions applies:

      (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

      (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

      (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.

      (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

      (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

      (6) "Established Business" means a person or entity granted certification by the City of Chicago.

      (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.

      (8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.

(11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.

(12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

b. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

c. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.

d. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

(1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

(2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

e. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity

accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

6. Evaluation of Compliance Proposals

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

b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.

c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by

7. Request for Waiver

a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

b. Good Faith efforts to achieve participation include but are not limited to:

(1) Attendance at the Pre-bid conference;

(2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.

(3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;

(4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;

(5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;

(6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;

(7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;

(8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;

(9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.

(10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:

i. The name, address and telephone number of MBE and WBE firms contacted;

ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and

iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

(11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;

(12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;

(13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.

(15) General efforts made to assist MBE and WBE firms to overcome participation barriers.

c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:

(1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Established Business Participation in the MBE and WBE Procurement Program

a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:

(1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;

(2) For a one-year period starting on the one-year anniversary of the date the business entity became an

established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

(3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:

(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.

(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.

(5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.

(6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.

(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. Reporting and Record-Keeping Requirements

a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE

assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

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

(1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.

(2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.

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

due to unforeseen circumstances.

(4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.

(5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.

ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any count, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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SCHEDULE B
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

SCHEDULE B

Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are* MBE/Non-MBE or WBE/Non-WBE *firms. In such case, however, a written joint venture agreement among the* MBE/Non-MBE or WBE/Non-WBE *firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

A. Name of joint venture _____

B. Address of joint venture _____

_____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

_____

_____

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

   _____

   _____

   _____

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

   _____

   _____

   _____

E. Nature of joint venture's business

_____

_____

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

   _____

   _____

SCHEDULE B
Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

_____
_____

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

1. Financial decisions _____

2. Management decisions such as:

   a. Estimating _____

   b. Marketing and Sales _____

   c. Hiring and firing of management personnel _____

   d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

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

   _____
   _____

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

   _____
   _____

J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

_____
_____

SCHEDULE B

Joint Venture Affidavit (3 of 3)

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

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

_____ Name of Joint Venturer	_____ Name of Joint Venturer
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date
State of _____County of_____	State of _____ County of_____
On this _____day of _____, 20___ before me appeared (Name)	On this ____ day of _____, 20_____ before me appeared (Name)
_____, to me personally known, who, being duly sworn,	_____, to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state
that he or she was properly authorized by	that he or she was properly authorized by
(Name of Joint Venture)	(Name of Joint Venture)
_____ to execute the affidavit and did so as his or her	_____ to execute the affidavit and did so as his or her
free act and deed.	free act and deed.
_____ Notary Public	_____ Notary Public
Commission expires: (SEAL)	Commission expires: (SEAL)

SCHEDULE C
Letter of Intent from MBE/WBE To Perform As Subcontractor, Subconsultant, and/or Material Supplier

(SCHEDULE FOLLOWS)

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor _____ a Corporation
_____ a Partnership _____ a Joint Venture

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

_____

_____

_____

_____

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

SUB-SUBCONTRACTING LEVELS
____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

_____	_____
Name of MBE/WBE Firm (Print)	Signature
_____	_____
Date	Name (Print)
_____	
Phone	

IF APPLICABLE:
BY:

_____	_____
Joint Venture Partner (Print)	Signature
_____	_____
Date	Name (Print)
_____	MBE ____ WBE ____ Non-MBE/WBE ___
Phone	

SCHEDULE D
Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(SCHEDULE FOLLOWS)

SCHEDULE D

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

Name of Project: TBD

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

Wayne Lawrence, Associate Vice President
Title and duly authorized representative of

AECOM Technical Services, Inc.
Name of Professional Service Provider whose address is

303 East Wacker Drive, Suite 1400

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
TBD	Geotechnical	$ TBD	$ TBD
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Net MBE/WBE Credit	$ TBD	$ TBD
	Percent of Total Base Bid	TBD %	TBD %

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

SCHEDULE D

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

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

AECOM Technical Services, Inc.
Name of Contractor (Print)

10/1/24
Date

513-233-1919
Phone

Lawrence, Wayne
Digitally signed by Lawrence, Wayne
DN: cn=Lawrence, Wayne, ou=USCINC02, email=wayne.lawrence@aecom.com
Date: 2024.10.02 07:24:03 -04'00'
Signature

Wayne Lawrence
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ___