



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

PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENTAL ENGINEERING SERVICES
(PS2060I)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

TETRA TECH, INC.

FOR

ENVIRONMENTAL ENGINEERING SERVICES (PS2060I)

Public Building Commission of Chicago

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

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Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

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EXECUTION PAGE
ENVIRONMENTAL ENGINEERING SERVICES – PS2060I

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Date: _____

Mayor Rahm Emmanuel
Chairman

ATTEST:

Lori Ann Lypton

Date: 2/26/16

Lori Ann Lypton
Secretary

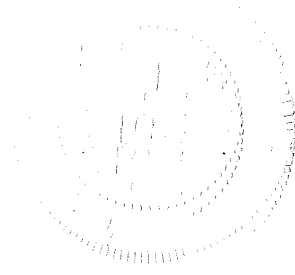
CONSULTANT: Tetra Tech, Inc.

[Signature]

Date: 2/1/16

President or Approved Signatory

AFFIX CORPORATE
SEAL, IF ANY, HERE



County of: _____

State of: _____

Subscribed and sworn to before me by _____ and _____
on behalf of Consultant this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

(SEAL OF NOTARY)

see attached certificate
DM 2/1/16

Approved as to form and legality:

Anne L. Zredd

Date: 2-8-16

Neal & Leroy, LLC

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

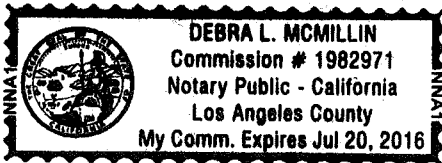
Subscribed and sworn to (or affirmed) before me

on this 15th day of February, 2016
by _____
Date Month Year

(1) Leslie W. Shoemaker

(and (2) _____),

Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Debra L. McMullin
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**SCHEDULE A
TERMS AND CONDITIONS**

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
 - a. **Agreement** means this Professional Services Agreement for Specialty Consulting Services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.
 - b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
 - c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.
 - d. **CW System** or **CW** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
 - e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.
 - f. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.
 - g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
 - h. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Qualifications response.
 - i. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Section IV of the Request for Qualifications response and the assigned Task Order.
 - j. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services and/or improvement of the Project.
 - k. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.
3. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.
4. **Engagement and Standards for Performing Services.**
 - a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.
 - b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the

Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

- c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must, at all times, use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.
 - d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
 - e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
 - f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.
 - g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Consultant.**
- a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42

U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

- b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS.560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.
- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at www.pbcchicago.com/pdf/RES_PBC_eCr_CodeofEthicsConsolApril%202013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **CW System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission.

Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.

- h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.
- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

7. Term.

- a. The term of this Agreement is two (2) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
 - b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.
 - c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.
- 8. Compensation of Consultant; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$1,500,000.00. 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 CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

9. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:
- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
 - b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
 - c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
 - d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
 - e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
 - f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.
 - h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.
11. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in ATTACHMENT E.
12. **Default.**
- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
 - i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
 - ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
 - iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
 - iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due,

or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

- v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.
 - b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
 - c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.
 14. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.
 15. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]
 16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

17. **Miscellaneous.**

- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
- b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
- c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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SCHEDULE B
SCOPE OF SERVICES

The Public Building Commission of Chicago requires the services of environmental consulting firms or teams to perform the following environmental work for the PBC – Categories A: Planning Phase Environmental Services, B: Design Phase Environmental Services, and C: Construction Phase Environmental services

- A. Planning Phase Environmental Services, including but not limited to:
 - 1. Phase I Environmental Site Assessments (ESAs)
 - 2. Phase II ESAs:
 - 3. Geophysical Surveys
 - a. Electromagnetic Surveys
 - b. Ground Penetrating Radar Surveys
 - 4. Test Pit Excavation and Site Restoration
 - 5. Environmental Grant Applications
 - 6. Environmental Remediation Budget Preparation
- B. Environmental Design Phase Services, including but not limited to:
 - 1. Phase II Environmental Assessments and Report Preparation
 - a. Soil Borings and analytical
 - b. Soil Sampling (Grab sampling and hand auger)
 - c. Additional Geophysical Surveys or Test Pitting Activities
 - 2. IEPA Site Remediation Program Enrollment, Site Investigations and Reporting
 - 3. Environmental Project Management during Project Design
 - 4. Bid Package Generation
 - a. Preparation of Drawings and Specifications
 - b. Design Meeting Participation
 - c. Bid Meeting Participation
 - d. Meeting Minutes
 - e. Bid Package Coordination
 - 5. Environmental Grant Administration
- C. Construction Phase Oversight Services, including but not limited to:
 - 1. Contract Administration
 - 2. Environmental Submittal Approvals
 - 3. Remediation and Soil Management Oversight
 - 4. Underground Storage Tank Management
 - 5. Field Meetings Related to Environmental Matters
 - 6. Soil Management and Remediation Report Generation
 - 7. IEPA Site Remediation Program Management
 - 8. Environmental Engineering and Remediation Tasks as requested by the PBC

General Detailed Scope of Services – Environmental Consulting Services

The Environmental Consultant (the "Consultant") will provide, on a Task Order basis, all Services required to complete Planning, Design and Construction Phase Environmental Services. The Consultant would enter into a Task Order with the PBC for services requested in a Request for Proposal issued by the PBC. The Consultant's Task Order would be executed in a Not to Exceed format, on a project by project basis. These services would be in connection with various public / capital projects the PBC manages. The Consultant must demonstrate the experience and capacity to conduct the following Scope of Services.

Category A. Planning Phase Environmental Services

- 1. Phase I Environmental Site Assessments (ESAs): Conduct Phase I Environmental Site

Assessments in accordance with the ASTM E 1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The federal rule recognizes the ASTM E 1527-13 standard as an acceptable guidance document for satisfying the "All Appropriate Inquiries" (AAI).

2. Geophysical Surveys: Conduct geophysical survey using electromagnetic and/or ground penetrating radar and reports to explore and evaluate sites for the possible presence of former underground storage tanks, foundations or other subsurface structures.

3. Test Pit Excavation and Site Restoration: Conduct test-pit excavations using excavation equipment in locations of unexplained anomalies based on the results of the geophysical survey that may indicate the presence of underground storage tanks, foundations or other subsurface structures. Site Restoration services would include the backfilling test pit with moderate compaction effort and the restoration of sod, asphalt, concrete or other surface required to be repaired by the PBC.

4. Environmental Grant Applications: Prepare local, state or federal grant applications on behalf of the PBC for environmental funding to support PBC projects.

5. Environmental Budgets Preparation: Use information from Phase I ESA, Phase II ESA, and geophysical survey, and test pits as well as schematic designs to prepare preliminary budgets for environmental remediation.

Category B. Environmental Design Phase Environmental Services

1.a. and 1.b. Phase II Environmental Site Assessments: Conduct Phase II Environmental Site Assessments in accordance with ASTM E1903-11 *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* to assess if soil and/or groundwater conditions have been adversely impacted. The data would be compared to 35 Ill. Adm. Code 742 Tiered Approach to Corrective Action Objectives (TACO).

1.c. See A.2. and A.3.

2. IEPA Site Remediation Program (SRP) Investigations and Reporting: Enrollment of PBC sites into the IEPA SRP on an as needed basis. The Consultant must be able to conduct the necessary work to secure a No Further Remediation (NFR) letter, which could include, but not limited to the following scope:

- a. Completion and submittal of the SRP DRM-1 and DRM-2 Forms to the IEPA on behalf of the PBC.
- b. Under the supervision of an Illinois Licensed Professional Engineer, preparation of a Focused or Comprehensive Site Investigation Report (F/CSIR) in accordance with 35 Ill. Adm. Code 740 that include creating environmental sampling work plans and conducting site investigations inclusive of sampling, analyses and field screening measurements to characterize the nature, concentration and extent of contaminants of concern based on Recognized Environmental Conditions (RECs) identified in the Phase I Environmental Site Assessment.
- c. Provide senior level technical review of reports for technical accuracy and completeness.
- d. Under the supervision of an Illinois licensed Professional Engineer, preparation of Remediation Objectives Report/Remedial Action Plan (ROR/RAP) in accordance with 35 Ill. Adm. Code 740 and 742. The RO

Report would detail the proposed remediation objectives for the remediation site. The RAP would describe the proposed remediation strategy and evaluate its ability and effectiveness to achieve the remediation objectives proposed for the remediation site.

- e. Provide senior level technical review of the ROR/RAP for technical accuracy and completeness.
- f. Generate detailed remediation plans for required IEPA submittals and as construction documents.
- g. Respond to IEPA comments to submitted documents as appropriate.
- h. Pay IEPA SRP Fees on behalf of PBC. These costs are reimbursed through subsequent Consultants invoices to PBC.
- i. Prepare the Remedial Action Completion Report (RACR). The RAC Report would document the completed remedial action and would demonstrate compliance with IEPA approved remediation objectives.
- j. Provide senior level technical review of the RACR for technical accuracy and completeness.
- k. Coordinate with IEPA to obtain a final No Further Remediation letter on behalf of the PBC. Assist the PBC in appropriately recording the No Further Remediation Letter.

3. Environmental Project Management during Project Design: The Consultant would work with the PBC PM and assigned consultants throughout the design of the proposed building and site to ensure that all design documents provide scope in accordance with applicable local, state and federal regulations.

The Consultant would provide a key point of contact to coordinate all environmental design work for each PBC project. The Consultant's point of contact would review and comprehend existing Phase I and Phase II Environmental Site Assessments, surveys and previous work performed, and would be able to provide a detailed understanding of current environmental site conditions to PBC PMs and PBC assigned consultants (i.e. Architectural Firm and project team.) This individual would also provide detailed summaries of existing environmental conditions of PBC or client owned properties. These properties undergo transformation from their existing site conditions to newly constructed public facilities with adjoining features, including parking lots, green space, fountains, plazas, sidewalks, playgrounds, etc.

4. Bid Package Generation

a. Preparation of Drawings and Specifications: The Consultant would work closely with PBC Design PM's and assigned consultants to identify environmental site conditions, incorporate cost effective site remediation strategies as part of the design (if necessary), develop soil management, and/or disposal strategies that comply with current regulations. The Consultant would need to be able to ensure that the earthwork/soil management plans and specifications provide a clear line of

responsibility and work procedures for both the Site Preparation and Building Construction Phases. The Consultant would also prepare or modify existing project specifications related to soil and water management that clearly identify the future site preparation and construction contractor obligations. These specifications should also ensure that the Contractor's environmental scope of work complies with the local, state and federal regulations and that their performances of such activities are a measure for payment.

The Consultant would ensure that the earthwork and soil management specifications and plans anticipate potential challenges such as discovery of footings, foundations, slabs, concrete, mixed fill, underground storage tanks, hydraulic lifts, etc., in order to minimize delays during construction. Using this information and the future design elements on the site, prepare complete earthwork/soil management documents/drawings for the work including Site Preparation and the Building Construction. These drawings would be generated using the PBC's Environmental Design Guidelines. Typically the Consultant creates five total drafts of the environmental drawings for the purposes of this proposal (Site Preparation - 100%; Construction Documents – Design Deliverables, 60%, 90% and Bid Set).

For projects in the IEPA SRP, the Consultant would provide cost effective and green remediation options for site remediation and the installation of engineered barriers that are realistic and incorporate designs concurrent with IEPA cleanup objectives. These services would be performed in accordance with Title 35 Ill. Adm. Code 740 and 742.

The Consultant would use PBC template specifications to modify for each project which include the management of uncontaminated material or contaminated soil on and off the site, controlling and managing storm and groundwater, dust control, underground storage tank removal, ect.

b. Design Meeting Participation: The Consultant would attend meetings as directed by the PBC and discuss environmental matters relative to the project. These meetings typically include but are not limited to:

- i. Environmental Design Kick-Off Meeting
- ii. Bi-Weekly Design Meetings
- iii. Design Phase Utility Coordination Site Visit
- iv. Design Milestone Meetings (60%, 90% and 100% set)
- v. Design to Construction Meeting

c. Bid Meeting Participation: The Consultant would attend meetings relative to providing environmental design information throughout the bidding process including:

- i. Pre-Bid
- ii. Technical Review

iii. Construction Pre-Installation Meeting

d. Meeting Minutes: The Consultant would prepare meeting minutes for all environmental related meetings and provide the meeting minutes in a draft copy for PBC review and comment.

e. Bid Package Coordination: The Consultant would coordinate the development of all environmental bid documents with the Architect of Record and their project team including but not limited to the landscape, geotechnical, structural and civil engineering professionals (the PBC has template specifications that can be modified for this task.) The Consultant reviews all specifications generated by the AOR team related to backfill, earthwork, utilities, and landscaping for language continuity among all specification sets especially where the language relates to dealing with areas having environmental conditions or special soil management requirements).

5. Environmental Grant Administration: The Consultant would provide grant administration services, at the direction of the PBC, including, but not limited to:

- a. Preparing grant applications
- b. Generating environmental estimates as requested
- c. Preparing grant reporting as required by the specific grant type
- d. Meeting preparation and presentations to grant administrators
- e. Preparing presentations for public meetings as well as community relations plans
- f. Seeking out information requested and filling forms required by the grant

Category C. Construction Phase Environmental Oversight Services

1. Contract Administration: The Consultant would provide contract administration activities to ensure all environmental site work is performed in accordance with the project design and specifications as well as in accordance with local, state and federal environmental regulations.
2. Environmental Submittal Approvals: The Consultant would provide review, comment and approval on Contractor submittals related to environmental remediation work. The Consultant would be expected to review submittals related to the management of soil, storm and groundwater on and off site; soil stockpiling; dust suppression, ect. The Consultant would review and collect copies all trucking manifests concerning disposal of all materials and imported material documentation for compliance with project specifications.
3. Remediation and Soil Management Oversight: The Consultant would provide daily, weekly or as required environmental oversight throughout environmental remediation and soil management activities including, but not limited to the excavation of contaminated soil and backfilling of materials (i.e. clay, topsoil, clean stone, etc.). Compile all load tickets, gate receipts, waste manifests, disposal records, analytical data, permits, field logs, photographs, and survey information from Contractor for inclusion in the final reporting and for PBC and client as directed.

4. **Underground Storage Tank Management:** The Consultant would provide Underground Storage Tank Management Services to assist the Contractors to remove underground storage tanks from PBC sites. The Consultant would assist with permitting, generating correspondence, providing analytical and reporting as required by the IEPA and Office of the State Fire Marshall.
5. **Field Meetings Related to Environmental Matters:** The Consultant would attend project coordination and weekly meetings at PBC or on the project site as required.
6. **Soil Management and Environmental Remediation Report Generation:** The Consultant would prepare weekly and bi-weekly environmental reports as well as a final soil management and remediation report as required by the PBC. The Consultant would provide a written summary of field activities, summary of any survey or other field measurements as well as photo-documentation of all soil related activities. Soil related activities include but are not limited to: uncontaminated soil reuse, uncontaminated soil disposal, contaminated soil disposal, imported fill material backfill and landscape installation, and engineered barrier placement.
7. **IEPA Site Remediation Program Management:** The Consultant would also provide the appropriate reports if the site is enrolled in the IEPA SRP. Reports should document daily, weekly or as required, trucks importing and exporting soil/fill materials to/from the site as well as installation of all engineered barriers. The Consultant would provide a written summary of field activities, summary of any survey or other field measurements as well as photo-documentation of all related activities for remediation and installation of engineered barriers.
8. **Environmental Engineering and Remediation Tasks as requested by the PBC:** The Consultant would perform environmental engineering tasks as requested by the PBC including but not limited to: environmental technical review; soil remediation; underground storage tank removal; public speaking; etc.

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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 specified 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 CW, to the Commission for Services performed that will be paid in one lump sum after all Services required by each Task Order have been completed to the reasonable satisfaction of the Commission.

Each invoice must reference the contract number, task order number, project name and include reasonable detail to sufficiently describe the services performed. At its discretion, the Commission may require detail and data relating to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the

Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress reports must identify any variances from budget or schedule and explain reasons for any such variance(s).

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

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**LOADED HOURLY RATES - ENVIRONMENTAL CONSULTING SERVICES
ENVIRONMENTAL ENGINEERING SERVICES - PS20601**

Complete the following Hourly Rate table and provide various hourly rates for the staff who will work on Category A, B and C type projects. The hourly rate shall include typical overhead (except the rReimbursable Expenses) for 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.

Job Title	Unit	Hourly Rates
Phase I and II Environmental Assessments/Design and Construction Management		
A Principal	Per hour	\$ 182.00
B Environmental Engineer P.E.	Per hour	\$ 155.00
C Environmental Engineer	Per hour	\$ 140.00
D Geologist/Hyrdologist	Per hour	\$ 104.00
E Certified Industrial Hygienist	Per hour	\$ 110.00
F Environmental Scientist	Per hour	\$ 94.00
G Building Inspector (Hazardous Waste)	Per hour	\$ 94.00
H Chemist	Per hour	\$ 99.00
I Environmental Communications Specialist	Per hour	\$ 104.00
J Project Manager	Per hour	\$ 145.00
K Senior Project Manager	Per hour	\$ 170.00
L Environmental Technician	Per hour	\$ 73.00
M Clerical/Administrative Staff	Per hour	\$ 70.00
N Drafting Technician	Per hour	\$ 88.00
O Civil Engineer	Per hour	\$ 115.00
P Technical Editor	Per hour	\$ 85.00
Q Insert Other Title Here	Per hour	\$ -
Environmental Design Services		
A Environmental Engineer P.E.	Per hour	\$ 155.00
B CAD Specialist	Per hour	\$ 100.00
C Drafting Technician	Per hour	\$ 80.00
D Clerical/Administrative Staff	Per hour	\$ 70.00
E Engineer	Per hour	\$ 105.00
F Project Manager	Per hour	\$ 145.00
G Sr. Project Manager	Per hour	\$ 170.00

SCHEDULE D
INSURANCE REQUIREMENTS

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 \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

If tank removal or excavation is to be performed, the contractor must include the following additional coverage: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability.

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 \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners must be named as Additional Insured on a primary, non-contributory basis.

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 any professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. 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, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Contractor 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 to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners, and others as may be required by PBC, 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 subconsultants 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 Public Building Commission of Chicago, the City of Chicago and the User Agency and Owner, their respective Board members, employees, elected and appointed officials, and representatives and the property owner.

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

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

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

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

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

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

Consultant must submit the following:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/05/2016

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Tetra Tech, Inc. 1 S Wacker Drive 37th Floor Chicago IL 60606 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: The Insurance Co of the State of PA	19429
	INSURER C: AIG Europe Limited	AA1120841
	INSURER D: Lexington Insurance Company	19437
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570061139394** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL3372258	10/01/2015	10/01/2016	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 3194397	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1500079	10/01/2015	10/01/2016	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC014267906	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A		WC014267908	10/01/2015	10/01/2016	E.L. EACH ACCIDENT	\$1,000,000
B				WC014267907	10/01/2015	10/01/2016	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
B				WC014267912	10/01/2015	10/01/2016	E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Contractor Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2015	10/01/2017	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract No. PS-20601: Environmental Consulting Services, Category A, B, C. The Public Building Commission of Chicago, City of Chicago, Chicago Public Library, Chicago Public Schools, Chicago Park District and City Colleges of Chicago included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies as required by written contract. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions as required by written contract. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Umbrella Liability, Automobile Liability and Workers' Compensation policies as required by written contract.

CERTIFICATE HOLDER Public Building Commission of Chicago Attn: Procurement Department Richard J. Daley Center, Room 200 Chicago IL 60602 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier :

Certificate No : 570061139394





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Tetra Tech, Inc.	
POLICY NUMBER See Certificate Number: 570061139394			
CARRIER See Certificate Number: 570061139394	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:
Stop gap coverage for the following states: OH, ND, WA, WY.

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

SECTION 6 QUALIFICATIONS OF FIRM

Experience, Capabilities, and Resources

The summary table below provides a list of representative local projects and experience. From this list we have provided more detailed descriptions of a number of projects, which are provided after the table. Tetra Tech has included a summary matrix which provides an evaluation of required scope of work (SOW) criteria and identifies what experience areas align with each project.

After the summary table, we have provided examples of our capabilities relevant to this RFQ. These projects demonstrate the breadth of our experience in conducting professional services in support of site auditing, assessments, design and oversight. In addition, the key personnel presented in this proposal completed these projects locally.

**Table 1
Breadth of Professional Services Experience – Representative Projects**

Project	Category A	Category B			Category C
	Phase I ESAs	Phase II ESA	SRP	Design and Bid Documents	Oversight
Coonley Elementary School (PBC)	•	•		•	•
Englewood Connector (City of Chicago)	•	•			
WIRA (City of Chicago)	•	•	•		•
Amforge Site (City of Chicago)	•	•	•	•	•
Actown Electrocoil (Spring Grove)	•	•	•		•
Hegewisch Marsh (City of Chicago)		•	•	•	•
Indian Ridge Marsh (City of Chicago)		•	•	•	•
Dutch Boy (City of Chicago)		•	•	•	•
76 th and Albany (City of Chicago)		•	•		•
1118 Westgate (Oak Park)	•				
Illinois National Guard Armory (Rockford)	•				
DR Horton property (Des Plaines)	•				
DR Horton, 1901 Touhy Avenue (Chicago)	•				
224 North First Avenue (Maywood)	•				
Aurora Development Company -- Depot East (Aurora)			•	•	
Former Dor-O-Matic - Eisenhower Library District, (Harwood Hts.)			•	•	•
Former Shepherd Motors – 260 Madison (Oak Park)			•	•	•
1160 Westgate (Oak Park)			•	•	
Oak Park Former Manufactured Gas Plant (Oak Park)			•	•	•
Volvo Facility, Harlem and I-90 (Oak Park)					•
221 N. First Avenue (Maywood)					•
New Public Works, 131 South Boulevard (Oak Park)					•
Metropolitan Water Reclamation District of Greater Chicago		•	•		•
Gano Park (City of Chicago)		•	•		•

As one of the largest hazardous waste environmental engineering firms in the country, Tetra Tech has extensive in-house experience in conducting Phase I and Phase II assessments and environmental site remediation under the IEPA SRP and the leaking underground storage tank (LUST) program in Illinois. The Tetra Tech Chicago office has completed work at over 500 solid and hazardous waste sites in Illinois for PBC, the City of Chicago, EPA Region 5, IEPA, the District, the City of Rockford, and others.

SRP Experience

Tetra Tech also routinely assists other metropolitan area municipalities and government bodies in conducting site investigation remediation and closure under the SRP. For the Eisenhower Library District, Tetra Tech assisted the City in the remediation and restoration of a former manufacturing facility that is now a public library. Tetra Tech has also assisted the Ridgewood High School District in addressing environmental concerns during the upgrade and restoration of their property.

Similarly for the City of Chicago, Tetra Tech has worked for over 10 years on the investigation and remediation of former industrial sites including the Amforge site, which was successfully redeveloped as a Salvation Army Recreation Center and the former Chicago Malleable Castings facility that was recently redeveloped as the Sun Power facility, one of the largest solar generation facilities within an urban area. Tetra Tech has acted as the City's consultant, obtaining no-further remediation letters through the SRP and conducting remedial construction design and oversight on behalf of the City. Tetra Tech also performed remediation of additional sites under the SRP for the City of Chicago, including the former Dutch Boy Site and other sites within the former West Pullman Industrial Redevelopment Area (WIRA).

LUST Experience

Tetra Tech has provided technical services to the City of Chicago related to removing or abandoning in place petroleum USTs from Police Department facilities. Tetra Tech obtained UST removal permits, coordinated the removal activities with Police Department and CDOE personnel, directed the UST removals, collected confirmatory soil samples, arranged for transportation and disposal of wastes in accordance with federal, state, and local requirements, and provided surface restoration. Tetra Tech designed and oversaw the removal and abandonment of 17 USTs at 10 separate facilities. Of the 10 facilities, five had reportable releases, and of these reportable releases, all have received "no further action" status from the IEPA.

At another site, Tetra Tech performed oversight of the removal of two 2,000-gallon heating oil USTs and four 750-gallon mineral spirits USTs. Because the sizes and contents of the USTs were previously unknown, Tetra Tech initially performed test pits to characterize the size and type of USTs at the property. Liquid samples were collected from the UST contents and submitted for laboratory analysis of disposal parameters to determine if the liquids were hazardous waste. The laboratory analytical results indicated that one UST contained hazardous liquid and the other USTs contained nonhazardous liquids. Tetra Tech performed oversight and collected soil samples from the UST excavation and submitted the soil samples for laboratory analysis to determine the magnitude and extent of the contamination at the site. A release was reported to the IEPA. Tetra Tech fulfilled all state reporting requirements, including notification of a release, 20- and 45-day report preparation, and corrective action completion reports (CACR). Following IEPA review and approval of the CACRs, no further remediation letters were issued. The property is currently being developed into a retail facility, and no further remediation is warranted for the site by use of engineered barriers and institutional controls.

Owners Representative Experience

For the Village of Oak Park, Tetra Tech assisted Oak Park in the restoration of former industrial properties in the Lake Street Redevelopment corridor, on Harlem Avenue, and in the former Barrie Park neighborhood. Tetra Tech also assisted Oak Park in the remediation of property subsequently developed in the new Public Works facility. In these cases, the properties had former industrial uses (power plants, substations, manufactured gas plants, and bulk fuel storage) or commercial use (printing, furrier, automobile repair and sales, and service stations). In all cases, Tetra Tech acted as the owner's representative for Oak Park, either contracting remediation work or negotiating and working with third parties to complete remediation and restoration activities. Tetra Tech also enrolled properties in the SRP or LUST programs and obtained closure letters.

Bid Document Preparation Experience

Tetra Tech performed bid document preparation and review for the Coonley Elementary School project for PBC. Tetra Tech generated a soil management plan, environmental assessment, acceptance of backfill and topsoil, and clean construction or demolition debris specifications for the project. Tetra Tech worked closely with the AOR throughout the project.

Under our EPA Region 5 RAC program, Tetra Tech generated bid documents for conducting remediation of a Superfund site in Waukegan, Illinois. Specific bid documents ranged from large-scale (soil excavation, transportation, and disposal) to small-scale (site surveying and erosion control). Tetra Tech has also prepared bid documents for other Superfund sites across the region.

Environmental Grant Administration Experience

Tetra Tech has been providing environmental grant administration assistance to state and federal clients for over 10 years. For example, Tetra Tech has been providing grant program and website assistance to the EPA Office of Environmental Education for approximately eight years. The Environmental Education Grants Program awards approximately \$3 million to support projects that enhance the public's awareness and knowledge of environmental issues. Tetra Tech assists EPA in evaluating grant proposals, collecting and evaluating grant work products, and updating exhibits and conference literature. Tetra Tech established an evaluation process for the review of grant proposals that included developing a database to track information about the proposals, developing evaluation forms, and establishing procedures for verifying evaluation forms received from the reviewers. Tetra Tech also assisted in the development of a guidebook for reviewers that also has been used by staff in EPA's regional offices.

For the State of Missouri, Tetra Tech designed and built a grant management system that is used by the Missouri State Emergency Management Agency (SEMA) to track and manage all Homeland Security (HLS) Grants for the State of Missouri. Tetra Tech provided guidance to Missouri SEMA on design and construction of EGMS as well as grants structure and grant management practices.

Tetra Tech supported the Fiscal Year 2005 Basic Cycle of updates to the Catalog of Federal Domestic Assistance (CFDA) by working with EPA Program Offices and Regions to update the agency submissions to the CFDA. Tetra Tech recommended improvements to the process, including development of a web-based tool to facilitate the update process among the various offices and necessary points of approval.

Laboratory and Analytical Knowledge

In conducting our work on sites under the SRP or LUST programs in Illinois, Tetra Tech routinely evaluates and uses labs to analyze samples for parameters required to obtain focused or comprehensive no further remediation letters under the SRP. The types of analysis required are focused on the constituents of concern (COC) identified in investigation these properties in order to meet the TACO remediation objectives. Tetra Tech uses only those laboratories that are in compliance with IEPA's requirements; labs that receive current compliance status with their NVLAP testing criteria.

Tetra Tech works closely with the IEPA and, in fact, is one of the only environmental consulting companies in Illinois that is considered qualified to conduct Tier III reviews under TACO on behalf of the IEPA. In this capacity, as well as in the capacity of obtaining closure for clients under the SRP, Tetra Tech is fully aware of the analytical requirements for testing soil, groundwater, and other media. Tetra Tech is familiar with the required detection limits and quality control criteria. Tetra Tech provides clear data quality objectives in our remedial action plans that are consistent with project and program requirements. Tetra Tech understands the importance, for example, in testing soil pH, when evaluating metals in soil and also the need to evaluate soil leaching using Toxicity Characteristic Leaching Procedure (TCLP) or synthetic particulate leaching procedure (SPLP) methods in certain cases. Similarly, the importance of measurement of other characteristics, such as total organic carbon, is

considered when evaluation of the soil component of the groundwater ingestion exposure route or evaluating whether a material may or may not be considered source material.

Reporting, Scheduling, Oversight, and Cost

Tetra Tech has conducted environmental engineering and oversight activities with clear objectives of accelerating the timing of redevelopment while still minimizing the cost. For example, Tetra Tech worked with the Village of Oak Park and developer (Focus Development) to allow for alterations in construction of the Townhome Development Site at the intersection of Lake Street and Euclid Avenue. Contamination associated with a former power plant was identified throughout much of the building footprint; the volume of contamination removed was limited through the use of a courtyard area as a soil management zone (SMZ) and implementation of an engineered barrier and construction worker caution. Similarly, for the Amforge site, which contained soils contaminated with polychlorinated biphenyl (PCB) above Toxic Substances Control Act (TSCA) criteria, Tetra Tech worked with the architect to integrate changes that allowed for leaving some contaminated (non TSCA) material in place under engineered barriers and also worked with the MWRGC to allow for the onsite treatment and then free discharge of accumulated site water. This allowed for the project to be completed on schedule and within budget.

Tetra Tech routinely works to evaluate and schedule project timing and performance. Depending on the project complexity, Tetra Tech will prepare simple schedules or more complex resource-loaded and task dependent schedules using Microsoft Project or other scheduling tools. Tetra Tech will work with all parties to integrate the environmental components of a schedule and in some cases modify or adopt schedules provided by developers or construction firms. Tetra Tech has also been able to use our ability to work with IEPA to streamline project schedules as well as introduce a level of realism based on our understanding of the agency's ability to turn around reviews. An example is the Amforge project, where property turnover was set months in advance and despite the complexity of the cleanup, the property turnover requirements were met without incident. Similarly, the remediation activities at the Village of Oak Parks new Public Works project were met with serious complexities during development, including the discovery of USTs and a former oil filled substation vault. Despite emergency actions to address these issues, which required the installation of a free product interceptor system to prevent worker exposure and foundation damage, the project was completed on time.

SECTION 7 KEY PERSONNEL RESUMES & APPLICABLE LICENSES

Key Personnel

As a major engineering and consulting firm and one of the largest environmental engineering firms in the country, Tetra Tech employs over 35 scientists or environmental engineers in the Chicago area in addition to more than 25 design engineers, in the wide range of disciplines needed to perform the services required by the PBC. While we can draw on the entire personnel resources of the company for this project; we plan on using our environmental staff solely from our Chicago office.

Tetra Tech's proposed project team consists of 5 key personnel and 16 technical support staff. Of our 5 key personnel, 3 have advanced degrees and 4 have professional registrations. Each of our key personnel average over 20 years of relevant experience and over 15 years working with the firm. They all have supported contracts that are similar in size and scope for local cities and the State of Illinois.

From these resources, Tetra Tech has selected a team of key and support personnel for this contract with the education, training, and experience needed to ensure that all the needs of the PBC's contract are met. The matrix of key personnel for Categories A, B, and C is included as Table 2 presented before the resumes. These pages identify the key personnel and support staff that will be devoted to supporting the PBC on this contract. Tetra Tech has included full resumes of our key personnel and bio-sketches of our support staff are presented the *Resume* section immediately following this Key Personnel sub section. Highlights of the professional qualifications of our proposed program personnel and the project team are provided below. Tetra Tech is proposing an entirely Chicago-based management team consisting of Tom Hahne as the program manager, with key technical support as identified below. Summaries of key technical personnel proposed in this SOQ include:

- Tom Hahne, P.G. – Mr. Hahne will act as the program manager providing supervision for this project as well as serving as the Category A lead. Mr. Hahne was the Phase I project manager for the Coonley Elementary School project and has successfully assisted numerous clients with the redevelopment of former industrial properties, provided remediation management, litigation support, and owner's representative services to municipalities in the Chicago area. Mr. Hahne has over 28 years of experience in the investigation and cleanup of environmentally distressed properties.
- Carol Nissen, P.E., P.G. – Ms. Nissen will act as the project lead for Category B, environmental design phase services. She is licensed in the State of Illinois as a professional engineer and professional geologist. Ms. Nissen has over 28 years of experience in conducting site closure under the Site Remediation Program (SRP) for numerous sites in Illinois contaminated with hydrocarbons and hazardous constituents.
- Dave Franc, P.G. – Mr. Franc will act as the project lead for Category C, construction phase environmental oversight services. Mr. Franc was the project manager for the oversight and design portion of the Coonley Elementary School project and currently provides project management and technical lead services for multiple U.S. EPA projects under Tetra Tech's Region V RAC contract as well as Phase II and construction oversight services to the City of Chicago-Department of Fleet and Facilities Management. As such, Mr. Franc provides programmatic and technical support on major environmental projects.

- John Dirgo, Sc.D. – Dr. Dirgo will act as the quality assurance manager for this project. Dr. Dirgo will provide comprehensive reviews for all documents produced to ensure adherence to all appropriate standards and PBC requirements.
- Jim Wescott, P.E. – Mr. Wescott will be the assistant quality assurance manager for this project, specifically focusing on review of design and engineering documents, drawings and specifications.

Resources. As stated above, Tetra Tech plans to staff projects using personnel from our Chicago office. This represents a pool of over 35 environmental professionals who can fulfill the requirements of periods of peak activity or to fill a highly specialized area of technical expertise. If necessary, we can tap into the resources of other Tetra Tech offices located in our Ohio, Michigan, and Wisconsin offices. This represents a pool of over 100 engineering and environmental professionals to support this project if necessary.

Table 2
Key Personnel Matrix for Categories A, B, and C

Personnel Name	Years with Tetra Tech	Years in Environmental Industry	Experience							
			Category A	Category B	Category C	10 Years IEPA SRP Project Management	7 Years Illinois LUST Project Management	Owners Representative Services	Environmental Grant Administration	QA/QC Technical Review
Key Personnel										
John Dirgo, ScD	31	37	■	■	■			■		■
Dave Franc, PG	14	19	■	■	■	■	■	■		■
Tom Hahne, PG	25	31	■	■	■	■	■	■	■	■
Carol Nissen, PE, PG	18	30	■	■	■	■	■	■		■
Jim Wescott, PE	44	44	■	■	■			■		■
Support Personnel										
Joe Abboreno (CADD/Graphics)	16	16								
Maggie Banh (CADD/Graphics)	5	14								
Amber Bixler	15	15	■	■	■			■		
Chris Burns	7	14	■	■	■			■		
Brian Campbell, PG	1	7	■	■	■		■	■		
Stacey Durley	17	17	■	■	■	■	■	■		■
Mindy Gould	24	32	■	■	■	■	■	■	■	■
Bethany Hand	7	8	■	■	■					
Andrew Kleist	1	1	■	■						
Robert Kondreck, PG	8	10	■	■	■		■	■		■
Ray Mastrodonardo, PG	28	28	■	■	■	■	■	■		■
Paul Pallardy	1	2	■		■					
Tatiana Papakos, PE	13	15			■				■	■
Kristi Root, PE	6	9		■	■					■
Kris Schooes	24	24	■	■	■					■
Matt Villicana	3	8	■	■	■			■		

Resumes (in Alphabetical Order)

JOHN A. DIRGO, Sc.D.
Quality Assurance Manager
QA/QC Key Personnel

Summary of Expertise and Qualifications

- Dr. Dirgo has 25 years of experience in environmental science, specializing in hazardous waste site investigations, ambient air sampling, risk assessment, air pollution control, and statistical analysis of environmental data.
- Dr. Dirgo has managed, performed, and overseen work on projects involving environmental contamination and toxic effects of chemical exposure at hazardous waste sites throughout the United States.
- Dr. Dirgo has reviewed hundreds of RCRA, CERCLA, and other environmental program documents for completeness, consistency, and technical adequacy before delivery to clients

EDUCATION AND TRAINING

B.S., Biology, Yale University, 1974

M.S., Environmental Health Sciences, Harvard School of Public Health, 1979

Sc.D., Environmental Science and Physiology, Harvard School of Public Health, 1988

RELEVANT PROJECT EXPERIENCE

Quality Assurance Manager. Dr. Dirgo has served as Tetra Tech's corporate Quality Assurance (QA) Manager for the past 8 years. He is an American Society for Quality (ASQ) Certified Quality Manager (Certificate No. 2205). As corporate QA Manager, Dr. Dirgo reports to Tetra Tech's president on the quality status of all active programs and contracts. He is responsible for annually reviewing and updating Tetra Tech's corporate Quality Management Plan (QMP) and for implementing the QMP. Dr. Dirgo supervises and oversees the work of Tetra Tech's QA Officers, who implement the program-specific QMPs. In this role, he regularly conducts QA audits of program activities; provides corrective action recommendations for work that does not fully meet program standards; and provides corporate resources to assist in resolving QA issues.

U.S. EPA Region 5 RCRA Program. Dr. Dirgo previously managed Tetra Tech's quality assurance project plan (QAPP) review support to the U.S. Environmental Protection Agency (EPA) Region 5 RCRA program. He was responsible for technically reviewing QAPPs submitted to EPA by RCRA-regulated facilities. The scope of the technical reviews included evaluating the proposed data quality objectives, sampling design and methods, laboratory analytical methods, and quality assurance procedures. The project also included a sampling and analysis component that involved completing sampling and analysis tasks assigned by EPA. These tasks included routine split sampling of groundwater and soil, waste sampling for enforcement purposes, ambient air sampling for dioxins and furans, and fly ash sampling from an incinerator. Dr. Dirgo was responsible for developing sampling and analysis plans, obtaining analytical laboratory support to conduct the required analyses, collecting the samples, and validating the analytical results.

Bowers Landfill Superfund Site. For 7 years, Dr. Dirgo managed Tetra Tech's support to EPA Region 5 for the Bowers Landfill Superfund site in Ohio. Tetra Tech's involvement with this site extended from the remedial investigation/feasibility study (RI/FS) and risk assessment through remedial design and remediation construction management. Dr. Dirgo reviewed RI/FS reports and work plans submitted by responsible parties, conducted oversight of field work, and supported EPA in negotiations concerning this work. Dr. Dirgo also completed a risk assessment for the site and presented technical information at over

a dozen public meetings. In March 1989, he assisted EPA in preparing the Record of Decision (ROD) and Responsiveness Summary. Tetra Tech was subsequently selected to design EPA's selected remedial alternative for Bowers Landfill. The design included a low-permeability clay cover and gas venting system, erosion protection and flood control measures, and development of a 7-acre wetlands adjacent to the landfill. Dr. Dirgo managed this \$450,000 design project, which was completed in August 1991, and continued to manage the project through the award of a \$5.5 million contract to construct the remedial design. EPA's Superfund Redevelopment Initiative web site features the Bowers Landfill project as a successful example of restoring Superfund sites to productive use.

Various Field Investigations. Dr. Dirgo has planned and directed field investigations and monitored and evaluated air contaminant exposures in several field studies. For example, he planned and directed a three-phase air sampling investigation at the Buzby Landfill site, a 58-acre closed sanitary landfill in southern New Jersey. Dr. Dirgo's responsibilities included negotiating the development of an air sampling program that would be acceptable to both the New Jersey Department of Environmental Protection and the landfill owners and waste generators. The program included three sequential phases: soil gas screening to identify appropriate locations for more detailed evaluation; emission flux chamber sampling to identify and quantify compounds emitted from the landfill; and air dispersion modeling to evaluate the impact of landfill air emissions on surrounding residential areas.

U.S. EPA's Superfund Innovative Technology Evaluation Program. Dr. Dirgo provided technical, laboratory procurement, and QAPP support on several technology demonstration and evaluation projects under EPA's Superfund Innovative Technology Evaluation (SITE) program. For three low-temperature thermal treatment process demonstrations, he developed and implemented demonstration and evaluation plans. His responsibilities also included assisting the technology developer in finding a suitable hazardous waste site; obtaining the necessary state and federal permits for the demonstration; developing data quality objectives for the demonstration; determining how wastes and treatment residuals should be sampled to meet the data quality objectives and to demonstrate the technology's effectiveness; conducting the sampling and arranging for analysis of the samples; and analyzing and summarizing demonstration results in both report and videotape formats.

Statistical Analyses. Dr. Dirgo has conducted statistical analyses on a number of environmental data sets. Examples include a multivariate statistical evaluation of the effects of battery condition, fuel type, and sulfur recovery system type on sulfur emissions from coke oven combustion stacks; trend analyses and two-sample comparisons to evaluate changes in PCB concentrations in fish samples collected before and after remediation of a hazardous waste site; and parametric and nonparametric comparisons of benzene air concentrations to background concentrations and air quality standards during remediation of a former manufactured gas plant.

West Branch Grand Calumet River Remedial Design and Remedial Action, Hammond, Indiana – Dr. Dirgo is currently the project manager for a remedial design and remedial action project on the West Branch of the Grand Calumet River (WBGCR) in Hammond, Indiana. The project includes installing sheet pile to isolate work areas within the river; removing 60,000 cubic yards of contaminated sediment from the WBGCR; dewatering the sediment; treating water removed from the sediment as well as storm water that enters the river during sediment removal; disposing of the sediment in a nonhazardous waste landfill; installing a sand and carbon mat cap over remaining contaminated sediment at the bottom of the river; restoring the river bank and construction areas; and obtaining permits for the proposed work. During the project, Dr. Dirgo has coordinated design team activities with numerous project partners, regulatory agencies, and permitting authorities, including EPA's Great Lakes National Program Office (GLNPO), the Indiana Department of Environmental Management, the Indiana Department of Natural Resources, the U.S. Army Corps of Engineers Chicago and Detroit Districts, the Hammond Sanitary District (HSD), and HSD contractors. He has also managed the activities of over ten subcontractors responsible for conducting pre-design studies (topographic survey, wetlands delineation, geotechnical

investigations, laboratory analyses, and treatability studies) and supporting various aspects of the design (CADD support, value engineering, and cap design). The construction of the first project phase was completed in September 2010 (\$8.5 million is construction costs). The remedial design for the second project phase was completed in September 2010, with construction scheduled to begin in December 2010. The expected construction costs for the second phase are \$8.5 million.

DAVE FRANCO, P.G.

Project Lead for Category C – Construction Phase Environmental Oversight Services

Summary of Expertise and Qualifications

- Professional geologist with 15 years of experience in environmental field providing related services to government, private industry, and commercial clients
- Currently supports multiple clients, including the City of Chicago's Department of Environment, by providing assistance with investigation and remediation activities under an environmental services contract.
- Acts as the project manager for USEPA RAC2 contract and by providing technical assistance under the START contract
- Additional clients include IEPA, Village of Oak Park, USACE, and private clients

EDUCATION AND TRAINING

B.S., Geology, Southern Illinois University, Carbondale, IL, 1995
 OSHA 40-Hour Health and Safety Training and Annual Updates
 8-Hour Confined Space Non-Entry Rescue Training
 Emergency Response and Counter Terrorism Training
 Hazard Categorization and Field Screening Technologies
 Level A Personal Protective Equipment Response
 Clandestine Methamphetamine Laboratory Response Training
 FEMA Radiological Emergency Response Training
 Niton XRF Training

REGISTRATIONS/CERTIFICATIONS

2008, Professional Geologist, Illinois (License No. 196-001232)

RELEVANT PROJECT EXPERIENCE

Coonley Elementary Site, Chicago, Illinois, Public Building Commission of Chicago. 2013 to 2014. Mr. Franc was project manager for this project that included development and review of environmental specifications, construction contractor oversight, and soil screening and sampling prior to off-site disposal. The project included removal of over 2,800 tons of soil, debris, and recyclable materials to either a Subtitle D landfill, a clean construction and debris disposal facility, or a recycling facility.

Brownfield's Redevelopment of the Former AmForge and Gano Park sites, Chicago, Illinois, City of Chicago, 2000 to 2011. Mr. Franc was an integral part of the project team for the Brownfield's Redevelopment of the AmForge and Gano Park sites. The project involved remediation of a former heavy manufacturing facility for redevelopment as a community center and recreational fields. The remediation included removal of USTs, piping, and soil containing PCBs exceeding Toxic Substance Control Act (TSCA) regulations. In addition, soil contains concentrations of polynuclear aromatic hydrocarbons and lead exceeding Illinois Administrative Code Part 742, Tiered Approach to Corrective Action Objectives (TACO) regulations. Demolition of former building concrete structures was performed to provide redevelopment construction backfill. The site was redeveloped and incorporated a soil management zone to reduce the need for soil export. On site clay was used to construct the soil engineered barrier, reducing the need for imported soil. The Gano Park portion of the project was redeveloped as recreational fields, based on a risk assessment and hot spot removal. Soil remediation is complete, USTs removed and engineered barriers installed. PCB removal reports were submitted to IEPA and USEPA, and approvals were obtained. Site closure was obtained from IEPA using engineered barriers and institutional

controls. This project was awarded the Phoenix Award for Brownfields Revitalization for 2011 for all three categories: People's Choice, Region 5 Award, and the National Award.

Brownfield's Redevelopment of the West Pullman Industrial Redevelopment Area (WIRA), Chicago, Illinois, City of Chicago, 2000 to 2011. Mr. Franc was an integral part of the project team for the Brownfield's Redevelopment of the WIRA. Mr. Franc conducted site investigations and prepared work plans, site investigation reports, remediation objectives reports, remedial action plans, and remedial action completion reports. In addition, develops appropriate remedial strategies for each site, directs remedial activities, conducts remediation oversight, and confirmation sampling. Site closure is being sought from the IEPA Site Remediation Program by use of no engineered barriers and limited remediation.

Brownfield's Redevelopment, Dutch Boy/National Lead site, Chicago, Illinois, City of Chicago, 2000 to 2011. Mr. Franc performed soil sampling to evaluate the current conditions at the site. The project included removal of lead-contaminated soil and debris that exceeds the toxicity criterion for hazardous waste. A RCRA Remedial Action Plan Permit (RAPP) application was prepared and submitted for IEPA review to obtain a permit to treat the hazardous waste debris to render it non hazardous prior to off-site transportation and disposal. The RCRA RAPP was approved and remedial actions were completed. Closure of the Corrective Action Management Unit (CAMU) was obtained from IEPA.

Brownfield's Redevelopment, Various Sites, Illinois, 2000 to Present. Geologist for various Brownfield's redevelopment projects in Chicago and neighboring municipalities. Performs field investigations and conducts oversight during remediation or engineered barrier installations. Develops remedial action plans and determines potential extent of contamination migration in order to obtain no further remediation status for the site.

Support to USEPA for Tar Lake site under RAC2 for Remedial, Enforcement Oversight, and Non-Time Critical Removal Activities. Mr. Franc is currently project manager for this project that includes a multimedia investigation to assess current site conditions and provide recommendations for further actions (if warranted) at the site.

Support to USEPA for Aircraft Components site under RAC2 for Remedial, Enforcement Oversight, and Non-Time Critical Removal Activities. Mr. Franc is currently project manager for this project that includes quarterly groundwater monitoring to determine remedy progress, preparation of monitoring reports, and evaluation of the effectiveness of the *in situ* biodegradation remedy selected for this site.

Support to USEPA for Peerless Plating site under RAC2 for Remedial, Enforcement Oversight, and Non-Time Critical Removal Activities. Mr. Franc is currently project manager for this \$1.2M project that includes bi-annual groundwater monitoring and reporting, monthly discharge permit reporting, and groundwater extraction system O&M. Mr. Franc is also responsible for the financial aspects of the project including tracking and reporting the project budget, cost projections, and review and approval of invoices. Mr. Franc also provides project updates to the USEPA project manager as well as the Michigan Department of Environmental Quality.

Support to USEPA for Manistique site under the Response Action Contract (RAC2) for Remedial, Enforcement Oversight, and Non-Time Critical Removal Activities Mr. Franc was project manager for this \$400K project that included fish and sediment sampling in Manistique, Michigan. Project work also included performing statistical analyses on collected data and profiling sediment elevations (including sediment deposition and erosion) through bathymetric surveys. The site consists of a 1.7 mile long reach of the Manistique River and Harbor containing sediments contaminated with polychlorinated biphenyls primarily from industrial and paper milling operations.

Support to USEPA for Armco Hamilton site under RAC2 for Remedial, Enforcement Oversight, and Non-Time Critical Removal Activities. Mr. Franc was project manager for this \$225K project that included oversight and review of the potentially responsible party's (PRP) remedial investigation/feasibility study (RI/FS) and human health risk assessment (HHRA).

Support to USACE for Wolf Lake site, Hammond, IN. Mr. Franc was Field Manager for sediment and surface water sampling activities and was responsible for leading and coordinating day-to-day field activities. Specific responsibilities included coordination with the project manager on technical issues, development and implementation of the field sampling plan, and ensuring project schedule compliance. Data collected during the sampling investigation was used to help USACE quantify the amounts of nutrients and contaminants of concern present in the proposed borrow areas of Wolf Lake (including both the surficial sediment layer and the underlying sand layer), obtain elutriate data for contaminants of concern in the borrow material, determine the nutrient and contaminant loading to the lake that will result from dredging, determine whether a statistical difference exists between the acute toxicity of the dredged material elutriate and that of the dilution water, and obtain Section 401 water quality certification for the dredging project from the State of Indiana.

Former Premcor Refinery Site, IEPA, Blue Island, Illinois. Mr. Franc participated in the Valero Refinery (formerly known as Premcor) remedial investigation/feasibility study (RI/FS) oversight project. Mr. Franc has provided RI/FS oversight support to IEPA by reviewing Valero documents such as work plans, QAPPs, FSPs, and HASPs. In addition, Mr. Franc provided RI/FS negotiation support by attending meetings and helping IEPA negotiate the final scope of work for the RI/FS. Mr. Franc also conducted oversight of RI field activities and collected split soil, surface water, and groundwater samples on behalf of IEPA. Mr. Franc oversaw drilling of soil borings and collection of over 400 soil samples. Mr. Franc also oversaw installation of temporary monitoring wells, collection of groundwater samples from the temporary wells, and collection of surface water samples from the Calumet-Saginaw Channel.

Support to USEPA for Superfund Technical Assessment and Response Team (START). In support of USEPA, Mr. Franc has provided technical assistance in responding to environmental emergency responses in the field, including air, soil, sediment and water sampling. Mr. Franc has also conducted several site assessments, cost estimates, and removal actions (RA) for USEPA under START, and participated in several BioWatch drills for Region 5. Mr. Franc has also assisted other Regions under START, including the BioWatch program in Region 3 and a fire department emergency response assessment in Region 7.

Support to USEPA for St. Regis Paper Company (St. Regis) site under the Response Action Contract (RAC) for Remedial, Enforcement Oversight, and Non-Time Critical Removal Activities Mr. Franc has provided groundwater modeling (MODFLOW), fish sampling, and technical support to USEPA for this \$800K remedial investigative project that includes working in cooperation with several interested parties, including the U.S. EPA, Minnesota Department of Health, Minnesota Pollution Control Agency, Agency of Toxic Substances and Disease Registry, and the local Chippewa Tribe.

Owner's Representative, Barrie Park MGP Cleanup, Oak Park, IL. Mr. Franc has provided oversight to the Village of Oak Park for the cleanup of a former MGP located in a residential area within Oak Park. Over 150,000 tons of highly contaminated coal tar residue (source material) and soil was removed, blended, and transported by rail to offsite disposal facilities. The project had an estimated budget of about 50 million and was among the largest MGP cleanups in the U.S. The scope of the cleanup included removal of contaminated soil from a park, surrounding streets, and residential property as well as replacement of water lines, gas lines, and other Village infrastructure that was within the area of contamination. Mr. Franc has also participated in several redevelopment and UST/LUST removal/reimbursement projects for the Village.

State of Illinois

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EXPIRES:
03/31/2017

LICENSED PROFESSIONAL GEOLOGIST

DAVID J FRANCO
1707 PINE RD
HOMEWOOD, IL 60430



Bryan A. Schneider

BRYAN SCHNEIDER
ACTING SECRETARY

Jay Stewart

JAY STEWART
DIRECTOR

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9548473

THOMAS HAHNE, P.G.
Program Manager and
Category A Project Lead – Planning Phase Environmental Services

Summary of Expertise and Qualifications

- Certified professional geologist with 28 years of experience in environmental consulting, site investigations, and remedial activities
- Currently serves as the Tetra Tech program manager for the Illinois Environmental Protection Agency (IEPA) multisite hazardous waste support contract.
- Acts as the project manager for ongoing Brownfields Assessments in Oak Park and City of Chicago and investigation and remediation projects for the Metropolitan Water Reclamation District of Greater Chicago and other local public and private sector clients
- Provided technical direction, management, and oversight for investigation and remediation activities at more than 300 contaminated sites, including more than 150 in Illinois

EDUCATION AND TRAINING

B.S., Geology, Beloit College, 1981
Masters Candidate, Environmental Engineering, Illinois Institute of Technology, 1994-1999
OSHA 40-Hour Health and Safety Training and Annual Updates

REGISTRATIONS/CERTIFICATIONS

Certified Professional Geologist, American Institute of Professional Geologists
Professional Geologist, Illinois
Professional Geologist, Pennsylvania

RELEVANT PROJECT EXPERIENCE

Program Management Mr. Hahne has served as the program manager for the IEPA program since about 2000. In this capacity, Mr. Hahne provided senior involvement, tracked budgets, and evaluated programmatic concerns for projects involving both federal and state funding. Work activities included RI/FS and RD activities, RI/FS and RD oversight activities, review of risk assessments, special projects, and third party review of SRP documents. Mr. Hahne served as the program manager for redevelopment and remediation projects for municipal clients including the City of Chicago, Village of Oak Park, City of Rockford, Village of Maywood, and others within the Chicago area. Mr. Hahne also serves as the program manager for Modine Manufacturing and for other small and midsize industrial clients.

Support to IEPA for Manufactured Gas Plant Sites Remediation. In support of IEPA, Mr. Hahne is managing the oversight of the investigation and remediation of more than 10 sites that are the former locations of manufactured gas plants as part of the IEPA voluntary remediation program. He ensures that the sites are adequately remediated in accordance with state program requirements, including the tiered approach to cleanup objectives (TACO), and has overseen interim remedial measures, RIs, FSs, and removal actions.

Site Assessments, Investigations, Remedial Actions, and Brownfield Projects. Over the past 15 years, Mr. Hahne has been the Tetra Tech program manager for environmental services contracts with the City of Chicago's Department of Environment and other municipal clients in the Chicagoland area. Key work completed or underway under the direction of Mr. Hahne include brownfield support for the West Pullman Industrial Redevelopment Area, investigation and site closure under the site remediation

program, environmental site assessments, and remedial action planning and remediation at more than 15 underground storage tank (UST) sites. Previously, while managing another firm's similar contract with the Chicago Department of Environment, Mr. Hahne managed over 20 site assessments, six subsurface investigations, three UST closures, and two brownfield remediation projects for the City of Chicago.

Site Assessments, Investigation, Remedial Actions, and Brownfield Redevelopment for the City of Oak Park. For the City of Oak Park, Mr. Hahne has managed the investigation, remediation, and redevelopment of a number of contaminated properties, provided assistance in redevelopment, and provided assistance in ensuring that sites are closed under the IEPA Site Remediation Program (SRP). Mr. Hahne has successfully assisted the City and Private developers in redeveloping properties within the Lake Street Redevelopment area. This has included the redevelopment of former gas stations and a coal-fired power plant into mixed used residential and commercial developments. In one case, Mr. Hahne assisted the City in reusing soils as suitable fill in courtyard areas using a Soil Management Zone approach. This allowed for the reuse of over 5,000 cubic yards of soil, containing PAH compounds above Tier I residential criteria as structural fill. Similar approaches with five former service stations in this area have resulted in the successful and safe redevelopment, while minimizing the extent and cost of site remediation.

Owner's Representative Barrie Park MGP Cleanup, Oak Park, IL - Mr. Hahne has provided expert support to the Village of Oak Park in negotiating and overseeing the cleanup of a former MGP located in a residential area within Oak Park. Over 250,000 tons of highly contaminated coal tar residue (source material) and soil is being removed, blended, and transported by rail to offsite disposal facilities. The project has an estimated budget of about \$50 million and is among the largest ongoing MGP cleanups in the U.S. The scope of the cleanup includes removal of contaminated soil from a park, surrounding streets, and residential property as well as replacement of water lines, gas lines, and other Village infrastructure that is within the area of contamination. A gantry crane was also installed as part of the project that allowed for the rail shipment of inter-modal containers containing waste soil and blended source material to offsite disposal facilities.

Owners Representative, Development Sites, Oak Park, IL - Mr. Hahne has assisted the Oak Park in the redevelopment of properties formerly used as a coal-fired power plant and service station. The properties have been cleaned up to meet residential and/or commercial criteria and are part of a mixed residential and commercial use area. Mr. Hahne provided alternative approaches to managing soils that had low levels of PAHs, above residential use criteria. This included the use of a soil management zone (SMZ) in elevated courtyard areas within the site. The use of a SMZ allowed for reuse of site soil and minimized the amount of soil requiring removal, transportation, and off site disposal.

Eisenhower Library District, Harwood Heights, IL - Brownfield Redevelopment of New Public Library. Mr. Hahne is assisting the Eisenhower Library District in the construction of a new Public Library on a former manufacturing facility. The site is being redeveloped by constructing a new library and associated parking lot over most of the former manufacturing operations. The building, parking lot, and associated paved surfaces are being used as engineered barriers to prevent future exposure to potentially contaminated soil.

Phase I and II Site Assessments. Mr. Hahne began his career with Versar, Inc., for whom he conducted Phase I and II environmental site assessments and due diligence audits at more than 50 sites in Illinois. These projects involved a wide range of industrial and commercial property and involved reviewing site records, performing facility inspections, and collecting and analyzing multimedia samples to evaluate the environmental risks associated with the property.

Midway Airport Petroleum Remediation, Chicago, Illinois. For the Chicago Department of Aviation, Mr. Hahne managed the focused remediation of a petroleum-contaminated parcel near Midway Airport,

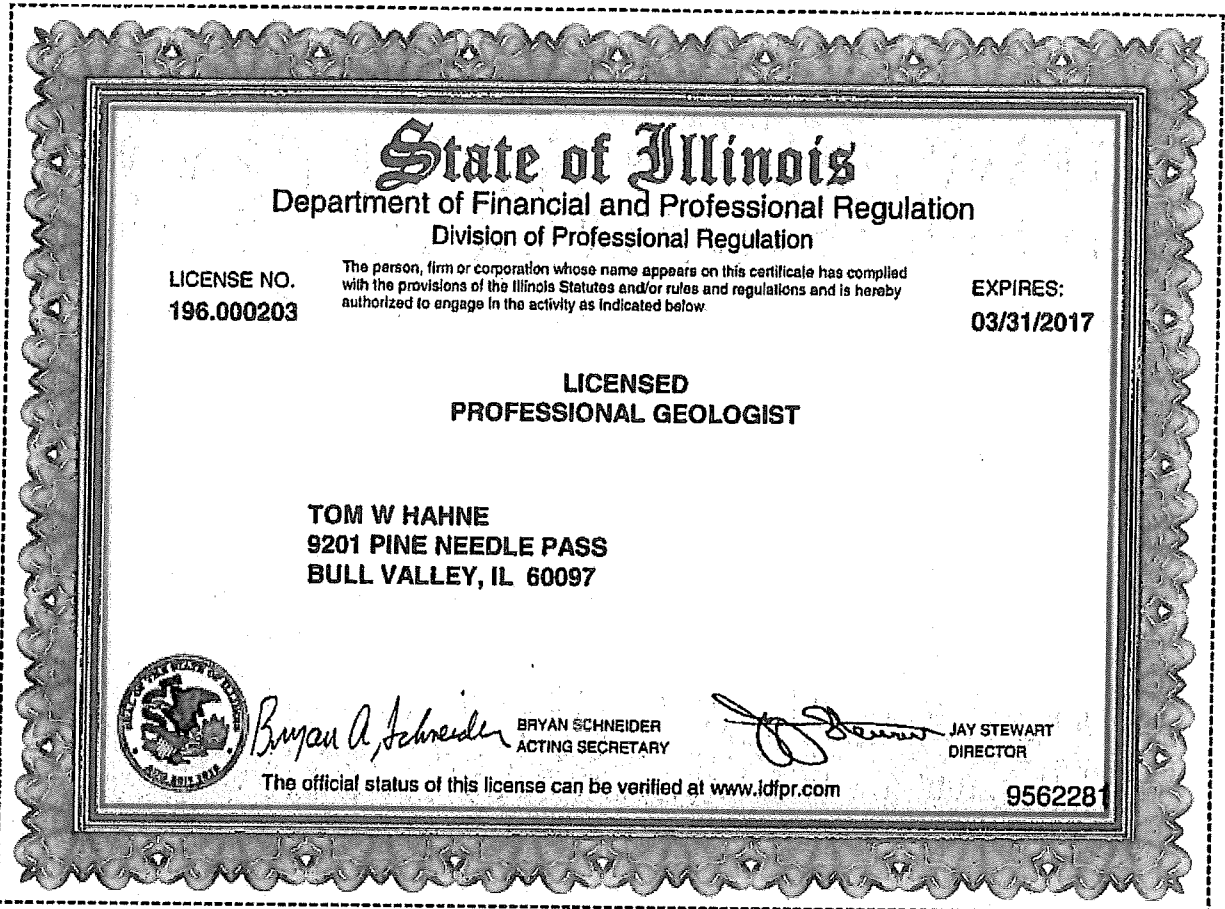
allowing redevelopment of the property as a parking lot. Sewer conveyances, lightpole stanchion areas, and other utility locations were decontaminated prior to redevelopment, and more than 4,000 cubic yards of contaminated soil was removed in a 2-month period. The property was successfully redeveloped and is now used as an overflow parking lot for the airport.

Soil Contamination Site Cleanup, Chicago, Illinois. For Engineered Controls, Inc. in Chicago, Mr. Hahne oversaw remediation of an area of soil contamination associated with formerly abandoned USTs as well as remediation of process pits and petroleum-contaminated scrap metal piles. Using risk-based cleanup criteria, the volume of soil requiring excavation was reduced by at least one-half to 2,000 cubic yards while leaving the property successfully remediated.

Various Site Closure and Cleanup Projects. Mr. Hahne has negotiated closure of UST facilities, dry cleaning operations, and other contaminated properties in several states. In many cases, Mr. Hahne negotiated limited action or no further action. At two facilities, alternative cleanup limits were negotiated between private parties in successful transfer of remediated property.

Multisite Assessment and Remediation Contract. For a private industrial client, Mr. Hahne oversaw all assessment and remediation programs conducted throughout the United States. This included the assessment of 20 to 40 industrial properties per year in 1993 through 1995. Each investigation included a Phase I assessment of all known environmental conditions; focused Phase II investigative sampling for groundwater and soil; development of remedial action and marketing plans; and negotiation with regulatory officials.

Lake Street Redevelopment Projects, Oak Park, IL - Mr. Hahne has assisted the Village of Oak Park in assessing and remediating contamination associated with former service stations, commercial facilities, and a coal-fired power plant in the Lake Street Redevelopment Area. This area is being redeveloped as a residential/commercial area as part of a Tax Incremental Fund (TIF) district redevelopment project. The site has complex environmental issues requiring closure under the site remediation program (SRP) to meet project development goals.



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EXPIRES:
03/31/2017

LICENSED
PROFESSIONAL GEOLOGIST

TOM W HAHNE
9201 PINE NEEDLE PASS
BULL VALLEY, IL 60097



Bryan A. Schneider
BRYAN SCHNEIDER
ACTING SECRETARY

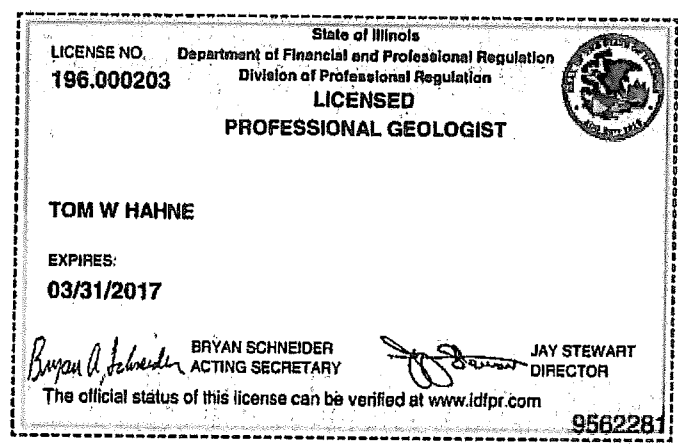
Jay Stewart
JAY STEWART
DIRECTOR

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PROFESSIONAL GEOLOGIST



TOM W HAHNE

EXPIRES:
03/31/2017

Bryan A. Schneider
BRYAN SCHNEIDER
ACTING SECRETARY

Jay Stewart
JAY STEWART
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CAROL L. NISSEN, P.E., P.G.

Project Lead for Category B - Environmental Design Phase Environmental Services

Summary of Expertise and Qualifications

- Registered professional engineer and geologist with 28 years of environmental, UST, and hazardous waste site investigation and remediation experience
- Served as project manager and engineer or geologist for close to 500 brownfield, private industry, RCRA, CERCLA, and UST sites throughout the Midwest
- Currently managing a large brownfield site investigation and cleanup project for the City of Chicago
- Has provided assistance to EPA Region 5 on more than 10 CERCLA and RCRA oversight projects

EDUCATION AND TRAINING

M.S., Environmental Engineering, Illinois Institute of Technology, Chicago, 1992

B.S., Geology, University of Illinois, 1985

OSHA 40-Hour Health and Safety Training and Annual Updates

REGISTRATIONS/CERTIFICATIONS

Registered Professional Engineer, Illinois

Professional Geologist, Illinois

RELEVANT PROJECT EXPERIENCE

West Pullman Industrial Redevelopment Area (WIRA) Brownfields Site Investigation and Remediation. Under a contract with the City of Chicago, Department of Environment, Ms. Nissen is currently managing a project to investigate and remediate the WIRA brownfields site. This is a former heavy industry area consisting of 17 separate industrial and commercial parcels planned to be redeveloped for light manufacturing end use. Ms. Nissen worked with the city to enroll several portions of the WIRA into the Illinois EPA Site Remediation Program; performed a regional soil boring investigation for the entire WIRA site to characterize the area geology and hydrogeology; and used that information to plan and implement comprehensive site investigations for each of the 17 individual properties. She is also performing detailed site investigations and cleanup activities at several of the WIRA sites.

Former AmForge Site. Project manager for the City of Chicago AmForge site. The site is enrolled in the SRP and is planned for redevelopment as a recreation facility. The project involves removal of USTs, piping, and soil containing PCBs exceeding TSCA regulations. In addition, soil contains concentrations of polynuclear aromatic hydrocarbons and lead exceeding TACO regulations. Obtained environmental remediation wastewater special discharge authorization from the Metropolitan Water Reclamation District of Greater Chicago to allow discharge of pre-treated water at the site. Obtained construction permit from the IEPA Division of Water Pollution Control to allow pretreatment equipment to be constructed at the site. Prepared Notice of Intent for the Illinois General NPDES permit and a Storm Water Pollution Prevention Plan for IEPA approval. Soil remediation is currently underway and site closure will be sought using engineered barriers and institutional controls.

Dutch Boy Site. Project manager for the City of Chicago Dutch Boy/National Lead site. The site is enrolled in the SRP. Performed project management and soil sampling to evaluate the current conditions at the site. The project includes removal of lead-contaminated soil and debris that exceeds the toxicity criterion for hazardous waste. A RCRA Remedial Action Plan Permit (RAPP) application was prepared

and submitted for IEPA review to obtain a permit to treat the hazardous waste debris to render it non hazardous prior to off-site transportation and disposal. The RCRA RAPP is approved and remedial actions are underway. Performed oversight of site investigations conducted by previous site operators.

Phase II ESA at Various Sites. Project Manager and Engineer for Phase II ESAs of industrial, commercial, or residential properties to evaluate soil and groundwater conditions. Designs the investigative scope of work, performs the soil and groundwater sampling, evaluates the data, and prepares the Phase II ESA reports. Phase II ESAs are performed for properties undergoing transfer, or in anticipation of site excavation or development.

Brownfield's redevelopment Sites. Environmental engineer for various Brownfield's redevelopment projects in Chicago and neighboring municipalities. Develop proposals, cost estimates, work plans, and SRP reports for projects involving former light manufacturing or retail petroleum facilities to be redeveloped into residential units or industrial-commercial properties. Performs field investigations and conducts oversight during remediation or engineered barrier installations. Develops remedial action plans and determines potential extent of contamination migration in order to obtain no further remediation status for the site. Provides remedial strategies that complement redevelopment design.

Underground Storage Tank Removals. Ms. Nissen was project manager for UST removal projects at 75 petroleum retail facilities in Illinois, Indiana, Wisconsin, and Michigan. On these projects, she performed Phase II assessments to determine extent of petroleum contamination and collect samples for landfill characterization, registered the site to ensure reimbursement eligibility from the state trust fund, and designed and oversaw remedial action and removal of USTs. Ms. Nissen also directed the removal of free-product and contaminated groundwater from UST excavations, arranged for landfill/biopile disposal of contaminated soil, and prepared site closure reports. Also under Tetra Tech's contract with the Chicago Department of Environment, Ms. Nissen has managed several projects to investigate UST-contaminated sites. She has also led the effort to develop and implement remedial action plans in compliance with Illinois risk-based corrective action requirements.

Remediation System Installation and Operation. Ms. Nissen installed remediation systems at more than 35 sites in Illinois, Indiana, and Wisconsin, for which she prepared bidding specifications and oversaw installation to ensure adherence to specifications. In addition, Ms. Nissen also monitored and managed the operation of many of these same remediation systems. These projects involved groundwater pump and treat; soil vapor extraction; and dual-phase, high-vacuum extraction systems.

Remedial Action Plans and Remediation System Design Projects. Ms. Nissen developed remedial action plans and designed remediation systems at 35 sites in Illinois, Indiana, and Wisconsin. As part of this effort, she evaluated pilot-scale testing data and designed remediation systems for soil and groundwater remediation at UST and industrial facilities. Remediation systems included groundwater pump and treat, soil vapor extraction, dual-phase high-vacuum extraction, and air sparging technologies.

Environmental Site Assessments. Ms. Nissen performed and managed more than 100 environmental site assessments and sampling investigations to determine extent of soil and groundwater contamination. She collected soil and groundwater samples using Geoprobe sampling equipment, drilled soil borings and installed monitoring wells, collected split- spoon and Shelby Tube samples, collected head-space measurements of soil samples and selected soil samples for laboratory analysis, collected groundwater samples, evaluated site data, and prepared summary reports of her conclusions and recommendations.

Resident Engineer. Provides resident engineer oversight for the OMC Plant 2 project in Waukegan, Illinois. The project involves ACM abatement, decontamination of TSCA building material, and demolition. Estimates and confirms ACM and decontamination quantities. Ensures adherence to project specifications. Confirms and documents change order items.

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EXPIRES:
11/30/2015

LICENSED PROFESSIONAL ENGINEER

**CAROL LYNN NISSEN
1028 DAWES ST
LIBERTYVILLE, IL 60048**



MANUEL FLORES
ACTING SECRETARY

JAY STEWART
DIRECTOR

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State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
196.000346

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EXPIRES:
03/31/2017

LICENSED PROFESSIONAL GEOLOGIST

**CAROL LYNN NISSEN
1028 DAWES ST
LIBERTYVILLE, IL 60048**



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9408537

JIM WESCOTT, P.E.**Quality Control Manager – Drawings, Specifications, Remediation and Construction Deliverables
QA/QC Key Personnel****Summary of Expertise and Qualifications**

- Mr. Wescott has over 23 years of experience in site assessments, program management, remediation project management, engineering analysis and remedial project design and approval, design of soil, sediment, and groundwater treatment systems, design of stormwater management systems, negotiation of technical/regulatory issues with local, state and federal agencies, customer communication, proposal development, and estimation and scheduling, decommissioning and remediation of sites with radioactive constituents, and force protection/disaster response
- Currently the Senior Design Engineer for a large-scale EPA remediation project
- Mr. Wescott has supervised many Phase I and II ESAs to support brownfields redevelopment in the Chicago metropolitan area

EDUCATION AND TRAINING

M.S., Environmental Management, Illinois Institute of Technology, 1997

M.S., Environmental Engineering, Vanderbilt University, 1992

B.S., Civil Engineering, North Carolina State University, 1990

REGISTRATIONS/CERTIFICATIONS

1997, Professional Engineer in Illinois (62-052100)

2006, Professional Engineer in New Mexico (18038)

2007, Professional Engineer in Kansas (19157)

2007, Professional Engineer in Indiana (PE10707857)

2007, Professional Engineer in Utah (6590661-2202)

2007, Professional Engineer in New York (85238)

2008, Professional Engineer in Nevada (19564)

2008, Professional Engineer in South Carolina (26227)

2008, Professional Engineer in Pennsylvania (PE075205)

2011, Professional Engineer in Wisconsin (41392-006)

2011, Professional Engineer in Minnesota (48797)

2011, Professional Engineer in Michigan (6201057912)

2011, Professional Engineer in Guam (1661)

2012, Professional Engineer in North Dakota (PE-8248)

RELEVANT EXPERIENCE**Brownfield Redevelopment**

Former ACME Barrel Site, Private Client, Chicago, IL. Mr. Wescott led the site investigation for this former drum recycling facility. Contaminants of concern included PCBs over 50 ppm, lead, and a variety of organic solvents. The site investigation included both soil and groundwater. At the conclusion of the site investigation, a Remedial Objectives Report and Remedial Action Plan were prepared with excavation of saturated soils, institutional controls, and engineered barriers as the primary remedial measures.

Former ALSCO Industrial Laundry, Private Client, Chicago, IL. Mr. Wescott reviewed the Comprehensive Site Investigation and Remedial Objective Reports and assisted with development of the Remedial Action Plan for this former industrial laundry. The laundry used both Stoddard and chlorinated solvents at various times during the facilities operation. Excavation of impacted soils and use of a groundwater institutional control were the primary remedial measures.

Former Service Station, Village of Minooka, Minooka, IL. Mr. Wescott assisted the Village of Minooka with the removal of two underground storage tanks located under the Village's main street. The tanks were originally part of a former service station, but the tanks were placed off the property boundary in the Village's right-of-way. Mr. Wescott assisted the village in securing IL brownfield grant funds to investigate the site, remove the tanks, and file the completion report to secure a No Further Remediation (NFR) letter.

Former Waste Water Treatment Plant, Village of Crete, Crete, IL. Mr. Wescott managed an IL brownfield redevelopment grant for Will County and the Village of Crete to address a former waste water treatment plant that was impacting an adjacent residential development. Aspects included site investigation, remedial action design, and grant administration.

Former Automobile Dealership, Village of Brookfield, Brookfield, IL. Mr. Wescott managed an IL brownfield redevelopment grant for the Village of Brookfield to address a former automobile dealership that had also served as a tire retail shop. The site was an integral part of Brookfield's plan to redevelop Ogden Avenue, a main commercial corridor within close proximity to commuter rail. Management responsibilities included site investigation, remedial action design, and grant administration.

Community-wide Redevelopment, Village of Bellwood, Bellwood, IL. Mr. Wescott provided redevelopment planning and environmental consulting services to the Village of Bellwood on an ambitious community-wide redevelopment program. Mr. Wescott supervised Phase I and Phase II site assessments on numerous commercial, industrial, and multi-family properties. Mr. Wescott also secured an IL brownfield redevelopment grant for two former service stations owned by the village.

Stoddard and Chlorinated Solvent Dry Cleaners, Private Clients, IL. Mr. Wescott managed several environmental site assessments and remedial actions at dry cleaner facilities throughout northern Illinois. Most of these projects were funded by the IL Drycleaner Environmental Response Trust Fund. Remedial measures used on these projects included excavation and off-site disposal, in-situ oxidation, institutional controls, and engineered barriers. Supervised geotechnical and laboratory subcontractors.

Remedial Investigation and Design

East Branch Grand Calumet River Remedial Design, USEPA Region V, East Chicago, IN. Mr. Wescott is the project manager and senior design engineer for the \$80 Mil remedial design of sediment contamination within Reaches 4A and 4B of the East Branch of the Grand Calumet River. The remedial design removes approximately 360,000 yards of contaminated sediment: 160,000 yards from the river and 200,000 yards from adjacent wetlands. After dredging, remaining river sediment will be treated in situ with a multi-layer reactive cap. Over sixty acres of habitat in the wetland areas will be restored.

Roxana Marsh Remedial Design and Action, USEPA Region V, East Chicago, IN. Mr. Wescott was the construction project manager and senior design engineer for the \$45 Mil remedial design and cleanup of sediment contamination within Roxana Marsh and Reaches 1 and 2 of the West Branch of the Grand Calumet River. Roxana Marsh and associated wetlands along the Reaches 1 and 2 comprise approximately 25 acres. The project included hydraulic dredging of 122,000 cubic yards river sediment followed by dewatering in geotextile tubes, placement of an adsorptive cap within the river channel, excavation of 110,000 cubic yards marsh sediment, and habitat restoration of the wetland areas. The design was selected for a Merit Award by the Illinois American Consulting Engineers Council in 2013.

Outboard Marine Plant Remedial Action, USEPA Region V, Waukegan, IL. Mr. Wescott was the construction manager of a two phase project to demolish the former Outboard Marine Plant building followed by slab removal and excavation of impacted soils and sediment from the property. Outboard Marine ceased operations in December 2000, leaving significant PCB and volatile organic contamination across the site. Mr. Wescott prepared the construction plans and specifications, managed procurement of an environmental construction contractor, and provides technical oversight to the resident engineer.

West Branch Grand Calumet River Remedial Action, USEPA Region V, Hammond, IN. Mr. Wescott served as the project engineer for remedial action of Reaches 3, 4, and 5 on the West Branch of the Grand Calumet River in Hammond, IN. Specific responsibilities include remedial design, selection of environmental construction contractors, and construction oversight.

Ottawa River AOC Remedial Action, USEPA Region V, Lucas County, OH. Mr. Wescott served as the project engineer for remedial action of the Ottawa River AOC. Remedial measures include hydraulic dredging of the Ottawa River and mechanical excavation of impacted sediments in a tributary. Mr. Wescott also provided technical review of the waste water treatment plant design and oversight of the plant's construction. Remedial measures in the Ottawa River AOC generated approximately 240,000 CY of sediment.

PCB Impacted Sediment and Floodplain Soil Removal Action, Private Client, Bedford, IN. Mr. Wescott provided engineering support for this high profile, multi-phased \$72M+ PCB impacted sediment and floodplain soil removal project. Site activities include removal of over 1.5M tons of PCB impacted soils and sediments from creeks and various facility areas; construction of diversion channels to facilitate sediment removal; construction and operation of an on-site water treatment system; construction of a 49-acre on-site landfill; management of a 55-acre on-site borrow area; and site restoration activities. Managed specialty subcontractors including electrical, concrete, surveying, and trucking.

Municipal Engineering

Water Storage and Conveyance Study, Village of Monee, Monee, IL. Mr. Wescott evaluated potable water storage capacity and conveyance for a rapidly growing community outside Chicago, IL. Mr. Wescott developed a computer model for the current water demand and the project demand in 2030. The results were used to size a new elevated storage tank and revise the community's master plan for future development.

Kerr McGee East Factory Site, City of West Chicago, West Chicago, IL. Provided technical oversight to the City of West Chicago during remediation and restoration of residential and municipal-owned properties contaminated with thorium from the Kerr-McGee Rare Earth Facility. Reviewed contractor work plans, sheet pile design and installation, monitored field activities and approved reimbursement packages for the City.

Torrence Avenue Realignment, IL DOT, City of Chicago. Mr. Wescott performed the environmental survey and site assessment of the Torrence Avenue corridor between 103rd Street and 123rd Street. Activities included identification of underground storage tanks, adjacent sites with potential environmental concerns, and public communication.



Lookup Detail View

Contact

Name	City/State/Zip	DBA/AKA
JAMES B WESCOTT	GLEN ELLYN, IL 60137	

Contact Information

License

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date
062052100	LICENSED PROFESSIONAL ENGINEER	ACTIVE	02/24/1998	10/28/2013	11/30/2015

License Information

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Key Support Personnel (in Alphabetical Order)

JOSEPH F. ABBORENO

Graphic Artist/Illustrator/Designer

Mr. Abboreno has more than 12 years of experience as a graphic artist and illustrator. He is adept at creating both original artwork and developing graphic illustrations using a variety of computer-based tools. Mr. Abboreno has training and a strong practical background in computer and classical disciplines and artistic techniques, including illustration, two- and three-dimensional design, life drawing, painting, marker rendering, sculpture, color composition, and signage. He is proficient in numerous computer graphics software packages, including Adobe Photoshop, Illustrator, ImageReady, Dreamweaver, Flash, Fireworks, and Quark Xpress among others.

MAGGIE BANH

GIS Analysis/CADD Designer

Ms. Banh has more than 8 years of experience as a as a CAD designer intertwined with 4 years as a GIS Analyst with increasing responsibilities for an engineering firm. Ms. Banh responsibilities in CAD related functions includes generating environmental, civil and structural plans, section and detail drawings and to interact directly with project managers. GIS responsibilities include implementing GIS to perform demographic and census analysis, environmental considerations, flood zones, design transit services and spatially display survey results. Search, discover, capture, and create enterprise GIS data sets and manage the maintenance, updates, edits, quality and metadata. CAD responsibilities include developing drawings for IDOT, CDOT and other municipal entities for transportation, traffic and general civil projects in MicroStation / GEOPAK. Her computer skills include ARCGIS, MicroStation XM, AutoCAD 2008, and MS Office Suite.

AMBER BIXLER

Environmental Scientist

Ms. Bixler is a project manager and provides technical support as an environmental scientist and ecologist for both federal and local government agencies. She was the interim contract manager for U.S. EPA's Great Lakes National Program Office Support contract from 2004 through 2006 to support a variety of projects from meeting facilitation to bald eagle habitat prioritization. She was the primary point of contact for the client and successfully managed the budget for all projects under the contract. She has significant natural resources management experience including ecosystem restoration planning and design, planning level surveys and environmental assessments, as well as sensitive and invasive species surveys for fauna and flora. Ms. Bixler has also assisted in completion of a hydraulic and hydrologic analysis as well as floodplain studies. She has participated in several human health risk assessments for various state and federal agencies. Ms. Bixler is also proficient at sample management and sampling many types of media including surface water, groundwater, sediment, and soil.

JACK D. BRUNNER, LEED AP, CHMM

Environmental Scientist and Project Manager

Mr. Brunner has been employed as an environmental scientist and program/project manager with Tetra Tech for 20 years. He has managed major programs, including a \$12.5 million U.S. Army contract providing planning, investigation, and engineering services. Mr. Brunner has significant natural resources management experience, including ecosystem restoration planning and design, planning level surveys for fauna and flora, NEPA environmental assessments, and endangered species management. He has Great Lakes Legacy Act cleanup and CERCLA and RCRA program experience for EPA, DoD, working on sites

nationwide. Under CERCLA, he has managed and projects involving pre-remedial site assessments, remedial investigations and feasibility studies, remedial designs, remedial actions, and human health and ecological risk assessments. Under RCRA, he has conducted over 200 compliance and waste management inspections throughout the Midwest and has been involved with corrective action processes. His experience also includes providing green remediation and sustainable redevelopment strategies for site cleanups and Brownfield redevelopment. Mr. Brunner has managed many large-scale projects, including sediment remediation, inter-disciplinary ecological restorations, multi-site hazardous waste compliance and site assessment projects, the development of hazardous waste management plans for DoD located in the U.S. and Japan, several field sampling efforts of various environmental media and waste streams, flora and fauna surveys, and endangered species surveys and management plans. His experience also includes multi-media compliance inspections, waste minimization and pollution prevention, ozone depleting substance management and compliance, site assessment and hazard ranking system scoring, evaluation of hazardous waste treatment technologies, and environmental education. Mr. Brunner is also a LEED AP, a certified hazardous materials manager (CHMM), a Certified Naturalist, and a Tetra Tech quality control coordinator (QCC). As QCC, Mr. Brunner has reviewed hundreds of RCRA, CERCLA, and other environmental program documents for completeness, consistency, and technical adequacy before their delivery to clients.

CHRIS R. BURNS

Project Manager / Staff Scientist

Mr. Burns has over 8 years of experience in the environmental field. While working for the Pennsylvania Department of Environmental Protection (PADEP), Mr. Burns responded to over 400 oil spills, conducting responses to oil spills, fisheries and site assessments. His experience includes responses to small releases from above ground home heating oil tanks to larger releases from underground storage tanks and pipelines that have affected surface water, groundwater, and soil. Mr. Burns' responsibilities during these activities have included management of personnel and equipment as well as support during a wide variety of emergency responses such as the Allied Terminal Ammonium Nitrate Release, Buckeye Pipeline Release, Ivy Industrial Park Case, Church Road TCE Case, and Ashland Uni -Mart Vapor release. In addition, Mr. Burns' experience includes serving on the Palmerton Zinc Superfund Site Trustee Group (Natural Resource Damage Assessment Case) and the Aquatic Sub-committee Group. Mr. Burns has also overseen and participated in numerous tank removals and cleanups.

BRIAN CAMPBELL

Environmental Geologist

Mr. Campbell is a Professional Geologist with eight years of experience in environmental site investigation and remediation under the requirements of federal and state programs. His specialties include Illinois's voluntary Site Remediation Program (SRP) and Leaking Underground Storage Tank (LUST) regulations. For industrial and municipal clients, he has served as geologist or project manager on a wide variety of projects involving petroleum and hazardous waste investigation, remediation, construction oversight, litigation support, and regulatory closure. Mr. Campbell also has conducted Phase I and Phase II environmental site assessments, and he has used innovative geochemical techniques, such as compound-specific isotope analysis (CSIA), to enhance conceptual site models and remedial design.

STACEY DURLEY**Environmental Audit Manager**

15 years of experience in environmental consulting, site investigations, and compliance audits and evaluations. Ms. Durley is currently serving as the Tetra Tech project manager for a compliance assistance project with the City of Chicago Department of Streets and Sanitation. Ms. Durley has conducted over 15 Phase I ESAs and numerous compliance audits and evaluations that incorporate pollution prevention analysis and recommendations

MINDY GOULD, LEED AP, CEM**Environmental Engineer**

Ms. Gould is an environmental engineer, Certified Energy Manager, LEED Accredited Professional (LEED AP) and regulatory specialist with 27 years of experience. Her technical regulatory knowledge covers all aspects of CERCLA, SARA, RCRA, CWA, CAA, and other major federal environmental regulations. For Tetra Tech over the past 19 years, she has managed and contributed technically to projects involving environmental regulations, remedial designs, potentially responsible party (PRP) oversight and negotiation support, and CERCLA and other regulatory program training. She routinely provides regulatory guidance on projects for the U.S. Environmental Protection Agency (EPA), Navy, and private clients. Ms. Gould has used her regulatory expertise to assist dozens of Tetra Tech clients in reducing project costs. Currently, Ms. Gould is developing a comprehensive Sustainable Facility audit program for private clients including carbon management and emission offset identification, waste reduction and recycling and sustainable best management practices.

BETHANY HAND**Environmental Scientist**

Ms. Hand has over 9 years of work experience and 3 years in the environmental consulting field. Ms. Hand has significant experience conducting environmental investigations, remediation projects, and comprehensive Environmental Site Assessments in a variety of settings. Ms. Hand has conducted many Phase I ESAs and associated site investigations for various private clients, and the US Army Core of Engineers throughout Louisiana, Illinois, and Iowa. Assessments have been on a variety of sites including wetland areas, industrial and mixed use facilities, and other private locations. Activities include thorough documentation of onsite activities and recognized environmental conditions (RECs) that include photo and written documentation. Also included is the subsequent report prepared to client specifications. Ms. Hand also assisted in lead-based paint assessments and mold inspections on various properties for the City of New Orleans and other private clients.

ANDREW KLEIST**Environmental Scientist**

Mr. Kleist is a high achieving early career environmental scientist who has completed Phase I ESA for multiple sites under the Jones Lang LaSalle and DR Horton Inc. contracts. He has had numerous roles within project support including technical report writing, environmental field sampling, preparing and implementing environmental training programs, and client communication. He has experience data gathering from groundwater, surface water, sediment, and extensive experience with air monitoring. As a project manager, he has been responsible for managing diverse projects, including mercury spills, residential vapor intrusion investigations, and former dry cleaner site investigation/removals.

ROBERT KONDRECK
Environmental Geologist

Mr. Kondreck has over five years experience in the environmental field providing related services to government, private industry, and commercial clients. Mr. Kondreck currently supports multiple clients, including the U.S.EPA by providing assistance with investigation and remediation activities under an RAC Contract. Mr. Kondreck provides field support for the U.S. EPA, City of Chicago, private industry, and the City of Oak Park by conducting oversight, soil and sediment sampling, groundwater sampling, and surface water sampling among other field activities.

RAY M. MASTROLONARDO, PG.
Geologist

Mr. Mastrolonardo has about 23 years of experience as a geologist, all with Tetra Tech and all in support of EPA and Illinois EPA CERCLA and RCRA programs. He has been project manager, site manager, and geologist/hydrogeologist on more than 20 field investigation projects, including TRIAD, SACM pilot sites, and integrated assessments in Region 5. Mr. Mastrolonardo has directed Tetra Tech's RI/FS and RD/RA under an accelerated schedule at the Adams Plating Superfund site in Michigan and the ESI/RI integrated assessment, EE/CA, and non-time-critical removal action (NTCRA) at the Lincoln Fields site in Ohio. Specific tasks he has performed include designing and implementing multimedia sampling programs, coordinating joint removal and remedial site assessments, directing the installation and development of groundwater monitoring wells, overseeing drum and soil excavations, and assisting in the preparation of several RI reports, FS reports, and EE/CAs.

PAUL PALLARDY
Environmental Scientist

Mr. Pallardy is an environmental scientist and project manager with two years of experience. Mr. Pallardy provides technical support for clients in the government and private sector, primarily working with the U.S. EPA on the Region 5 START contract. Project support includes project and task management; environmental field sampling; technical report writing; project and task management; and client communication. Mr. Pallardy has completed Phase I ESA for multiple sites under the Jones Lang Lasalle and DR Horton Inc. contracts.

TATIANA H. PAPAKOS, P.E., CFM
Project Manager/Civil Engineer

Mrs. Papakos is a project manager and civil engineer with 10 years of experience. She provides technical support in hydrologic and hydraulic modeling, watershed studies, stormwater master planning, drainage design and studies, flood plain analysis, stormwater permitting, LID design, TMDL development, and water quality assessments. Mrs. Papakos has substantial capabilities and experience in computer modeling including water quantity and water quality models such as HEC-RAS, HEC-HMS, ICPR, WinTR-20, StormCAD, MIKE-SWMM, HSPF, WASP, BATHTUB, QUAL-2K, MODFLOW, PONDS, and Hydroflow. She is also proficient with a variety of Geographic Information Systems (GIS) tools including HEC-GeoRAS, HEC-GeoHMS, and Arc-Hydro. She is registered as a Professional Engineer in the state of Florida. Mrs. Papakos recent experience and responsibilities include 1) hydrology and hydraulic modeling for floodplain analysis; 2) design and permitting of stormwater management projects including LID; and 3) design of groundwater and soil remediation projects.

KRISTI ROOT, P.E., CFM**Civil Engineer**

Ms. Root is a civil engineer with 7 years of experience. She specializes in hydrologic and hydraulic modeling, stormwater and sanitary master planning, storm water and combined sewer overflow studies, drainage design and studies, flood plain analysis, and floodplain permitting. Ms. Root has substantial capabilities and experience in computer modeling including HEC-RAS, HEC-HMS, EPA-SWMM, MOUSE, FLO-2D, and Mike Urban. She is also proficient with a variety of Geographic Information Systems (GIS) tools including HEC-GeoRAS and HEC-GeoHMS. She is registered as a Professional Engineer in the state of Illinois and is a Certified Floodplain Manager in the state of Illinois. She also has experience in shoreline protection design, has participated in hurricane emergency response missions with the Army Corps of Engineers, performed oversight and field sampling activities under the RAC2 contract, and was the GIS specialist for the Asian Carp Rapid Response. Ms. Root recent experience and responsibilities include 1) hydrology and hydraulic modeling for floodplain analysis; 2) hydraulic analysis required for construction in floodplain permitting applications; oversight and field sampling for RAC2 projects; and 4) floodplain analysis for storm water and combined sewer overflow.

KRIS KRUK SCHNOES**Environmental Scientist**

Ms. Schnoes has 18 years of environmental experience, 17 of which has been spent in Tetra Tech's Chicago office. Her areas of expertise include human health and ecological risk assessments, CERCLA and RCRA site assessments and prioritization, field sampling, and natural resource damage assessments. Ms. Schnoes has compliance assessment experience for various private and government clients. Ms. Schnoes also has considerable experience in performing pre-remedial site assessments and site prioritization under both CERCLA and RCRA for U.S. EPA Region 5. Under CERCLA, she conducted 17 screening site inspections and focused site inspection prioritization projects and prepared three HRS scoring packages. Under RCRA, she performed 32 preliminary assessment and visual site inspections and scored and prepared narrative summaries for 48 RCRA facilities to be scored and prioritized under the RCRA Corrective Action Prioritization System developed for U.S. EPA.

MATT VILICANA**Environmental Scientist**

Mr. Villicana is a project manager with six years of experience as an environmental scientist, and provides technical support as an environmental scientist for clients in the government and private sectors. Project support includes project and task management; technical report writing; GIS analysis; environmental field sampling; project planning; sustainability; data analysis; and client communication.

EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT A
LEGAL ACTION**

Firm Name: TETRA TECH, INC.

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

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

*Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, primarily alleging professional errors or omissions. Tetra Tech carries professional liability insurance, subject to certain deductibles and policy limits against such claims. Tetra Tech believes that the resolution of any such claims will not have a material effect on our financial position or results of operations.

EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

The undersigned Leslie L. Shoemaker, as Executive Vice President
Name Title

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

1. Name of Firm: TETRA TECH, INC.
2. Address: 37th Floor, 1 S. Wacker, Chicago, IL 60606
3. Telephone: 312 201 7474 Fax: 312 201 0031
4. FEIN: 95-4148514 SSN: _____
5. Nature of transaction (check the appropriate box):
 - Sale or purchase of land
 - Construction Contract
 - Professional Services Agreement
 - Other _____

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

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

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

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

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

Name	Title
please see attached	

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

Name	Address	Ownership Interest Percentage
BlackRock, Inc.	55 East 52nd Street New York, NY 10022	9.7%

5. LLC's ONLY, indicate management type and name:

- Member-managed
 Manager-managed

Name: _____

6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
 Yes
 No
 unknown*

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

*Tetra Tech, Inc. is a publicly traded corporation. It has no knowledge of the ownership of an unaffiliated shareholder such as BlackRock.

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

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

Name	Ownership Interest Percentage
	N/A

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No

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

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

Name(s) of Principal(s)

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

Name	Address

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

C. STATE TAX DELINQUENCIES

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

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

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

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restrictions; (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 Contractor's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

INCORPORATION INTO CONTRACT AND COMPLIANCE

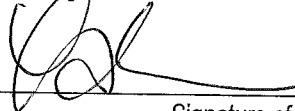
The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

VERIFICATION

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

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



Signature of Authorized Officer

Leslie L. Shoemaker

Name of Authorized Officer (Print or Type)

Executive Vice President

Title

(626) 351-4664

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this _____ day of _____, 20____ by

_____ (Name) as _____ (Title) of

_____ (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal *see attached certificate*
DM 2/1/14

OFFICERS AND DIRECTORS OF THE CORPORATION

(95-4148514)

COMPLETE BUSINESS MAILING ADDRESS

TITLE	NAME	Street	City	State	Zip Code
CHAIRMAN OF THE BOARD, CHIEF EXECUTIVE OFFICER AND PRESIDENT	Dan L. Batrack	3475 East Foothill Blvd.	Pasadena,	CA	91107
EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER AND TREASURER	Steven M. Burdick	3475 East Foothill Blvd.	Pasadena,	CA	91107
EXECUTIVE VICE PRESIDENT AND PRESIDENT OF WATER, ENVIRONMENT AND INFRASTRUCTURE	Leslie L. Shoemaker	3475 East Foothill Blvd.	Pasadena,	CA	91107
EXECUTIVE VICE PRESIDENT AND PRESIDENT OF RESOURCE MANAGEMENT AND ENERGY	Ronald J. Chu	Level 19, Tower B- Citadel Tower 799 Pacific Highway	Chatswood,	NSW	2067 Australia
SENIOR VICE PRESIDENT, CHIEF ENGINEER AND CORPORATE RISK MANAGEMENT OFFICER	William R. Brownlie	3475 East Foothill Blvd.	Pasadena,	CA	91107
SENIOR VICE PRESIDENT, CORPORATE ADMINISTRATION	Richard A. Lemmon	3475 East Foothill Blvd.	Pasadena,	CA	91107
SENIOR VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY	Janis B. Salin	3475 East Foothill Blvd.	Pasadena,	CA	91107
SENIOR VICE PRESIDENT, CHIEF INFORMATION OFFICER	Craig L. Christensen	3475 East Foothill Blvd.	Pasadena,	CA	91107
SENIOR VICE PRESIDENT, CORPORATE HUMAN RESOURCES	Kevin P. McDonald	3475 East Foothill Blvd.	Pasadena,	CA	91107
SENIOR VICE PRESIDENT, CORPORATE CONTROLLER	Brian N. Carter	3475 East Foothill Blvd.	Pasadena,	CA	91107
CHAIRMAN	Dan L. Batrack	3475 East Foothill Blvd.	Pasadena,	CA	91107
DIRECTOR	Hugh M. Grant	3475 East Foothill Blvd.	Pasadena,	CA	91107
DIRECTOR	Patrick C. Haden	University of Southern California Athletic Department 3501 Watt Way, Heritage Hall 203A	Los Angeles,	CA	90089
DIRECTOR	J. Christopher Lewis	10900 Wilshire Blvd., Suite 850	Los Angeles,	CA	90024
DIRECTOR	Kimberly E. Ritrievi	1850 Brightwaters Blvd. NE	St. Petersburg,	FL	33704
DIRECTOR	Albert E. Smith	3475 East Foothill Blvd.	Pasadena,	CA	91107
DIRECTOR	J. Kenneth Thompson	1120 Huffman Rd., Suite 24 PMB203	Anchorage,	AK	99515
DIRECTOR	Richard H. Truly	3475 East Foothill Blvd.	Pasadena,	CA	91107
DIRECTOR	Kirsten M. Volpi	c/o Colorado School of Mines 1500 Illinois St.	Golden,	CO	80401

EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s): **Professional Services Agreement
Environmental Engineering Services
(PS20601)**

Description of goods or services to be provided under Contract: **Environmental Engineering Services**

Name of Consultant: Tetra Tech, 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)

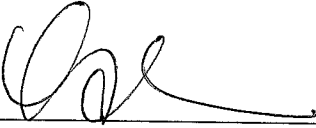
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained

The Consultant understands and agrees as follows:

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

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

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



Signature

February 1, 2016

Date

Leslie L. Shoemaker

Name (Type or Print)

Executive Vice President

Title

Subscribed and sworn to before me

this _____ day of _____ 20__

Notary Public

*see attached certificate
DM 2/1/14*

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me
 on this 1st day of February, 2016,
 by Date Month Year

(1) Leslie K. Shoemaker
 (and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Debra L. McMillin
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
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1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

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

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

4. Determining MBE/WBE Utilization

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

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

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

5. Submission of Bid Proposals

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

6. Evaluation of Compliance Proposals

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

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

7. Request for Waiver

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

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- vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
 - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - ix. General efforts made to assist MBE and WBE firms to overcome participation barriers.
 - c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
 - i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
 - ii. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.
8. Failure To Achieve Goals
- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
 - i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
 - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

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

9. Reporting and Record-Keeping Requirements

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

10. Disqualification of MBE or WBE

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

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

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

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

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

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

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

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

 - c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.
13. Non-Compliance
- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Consultant's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

 - b. When the contract is completed, if the Executive Director has determined that the Consultant did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Consultant from entering into future contracts with the Commission.
14. Severability
- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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

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

A. Financial decisions: _____

B. Management decisions such as:

1. Estimating: _____

2. Marketing/Sales: _____

C. Hiring and firing of management personnel: _____

D. Purchasing of major items or supplies: _____

E. Supervision of field operations: _____

F. Supervision of office personnel: _____

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

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

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

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

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

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

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

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

Name of Project: N/A

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

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

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

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

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____