



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

**PROFESSIONAL SERVICES AGREEMENT
GEOTECHNICAL SERVICES (PS2062A)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

AECOM TECHNICAL SERVICES, INC.

FOR

GEOTECHNICAL SERVICES (PS2062A)

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
GEOTECHNICAL SERVICES- PS2062A

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel
Mayor Rahm Emmanuel
Chairman

Date: _____

ATTEST:

Lori Ann Lypson
Lori Ann Lypson
Secretary

Date: 9/28/14

CONSULTANT: AECOM Technical Services, Inc.

[Signature]
President or Approved Signatory -

Date: 5/5/14

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: IL

Subscribed and sworn to before me by Denise CASALINO and _____
on behalf of Consultant this 5 day of MAY, 2016.

Jaqueline Collins
Notary Public

My Commission expires: 4-15-19
(SEAL OF NOTARY)



Approved as to form and legality:

Anne L. Freedl
Neal & Leroy, LLC

Date: 9-20-16

**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 \$900,000.00. 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 (PBC) requires the services of qualified and experienced geotechnical consultants or teams in order to perform Geotechnical Services for the PBC.

B.1 Permits, Subcontracts, and Health & Safety

The Consultant will not be working off-site; however, the Consultant is responsible for procuring all permits necessary to complete the scope of work. Prior to initiating investigation activities, the Consultant and its selected drilling subcontractor shall contact DIGGER to mark underground utilities in public rights-of-way. The Consultant shall also retain a private utility locator service to identify all utilities in the project area. The Consultant shall subcontract a qualified driller and a geotechnical laboratory as necessary. The Consultant shall also prepare and submit to the PBC a "Health and Safety Plan", ten (10) working days prior to the start of fieldwork.

B.2 Benchmark

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

B.3 Borings Location Plan

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

B.4. Soil Borings

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

1. Number and Location of Soil Borings:

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

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

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

1. One boring at 15' below ground surface.
2. One boring at 50' below ground surface.

3. Two borings at 10' below ground surface
4. Two borings at 30' below ground surface.

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

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

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

B.5 Percolation Tests

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

B.6 Drilling and Sampling Methods

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

anticipated loads and the expected soil profile in the area. Unconfined compressive strength values of cohesive soil samples, using a pocket penetrometer or soil strength classifier, shall be obtained in the field and recorded on the field logs as applicable.

B.7 Laboratory Testing Requirements

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

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

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

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

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

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

B.8 Field Measurements

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

B.9 Additional Contingency Work

The requirements of the geotechnical investigation and report scope of work specifically provide that soil borings shall not be terminated in loose or soft soils or soils that are determined during field investigation activities to be weak and are therefore deemed inadequate for proper support of the proposed improvements based on properties and anticipated loads for the improvements. In such cases, the Consultant, at the direction of the PBC shall continue soil borings beyond initial planned depths. Where drilling depths are increased beyond initial planned depths, and suitable soil support strata are not encountered or are beyond a reasonable depth to be of any practical benefit for adequate bearing of the proposed improvements, then drilling shall continue to bedrock

for selected or all soil borings as directed by the PBC. Where drilling continues to bedrock, a ten (10) foot rock core shall be obtained when directed by the PBC in accordance with ASTM Standards D2113 and D5079. The rock cores shall be classified and evaluated in accordance with the requirements outlined in Section 7, Entitled Laboratory Requirements as are applicable to rock core samples. In the event that the determined field RQD is classified as poor rock quality, additional rock coring samples will be advanced at the direction of the PBC.

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

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

B.10 Protection/Restoration of Property

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

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

B.11 Field and Laboratory Reporting Requirements

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

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

- d. Provide a site plan giving dimensioned locations of test borings and percolation tests;
- e. Provide vertical sections for each boring plotted and graphically presented showing the number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot, and depth and elevation of ground water. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions;
- f. Soil Profile Sheets (including site plan and sections with CCD, foundation elevations in CCD, boring logs all test results (Penetrometer, SPT, Vane Shear, Water contents, Pressuremeter, RQD, Soil Descriptions, Stratigraphy, Water Table, etc)) shall be provided for projects requiring deep foundations in accordance with OUC requirements. In addition the boring log site plan should include the cross sections locations and show the proposed foundation.
- g. Describe the existing surface conditions, and provide a figure showing the generalized subsurface as well as summarize the subsurface conditions;
- h. Include all laboratory testing data as an appendix and include a table summarizing the laboratory test results, e.g., boring number, soil sample number/type, depth (from/to), #4, #10, #40, #100, #200, LL, PI, Q_u (pocket penetrometer, soil strength classifier, lab values), consolidation test results (C_c and C_R), rock core RQD, unconfined compressive strength of rock core samples, etc.;
- i. Report results of percolation tests in MPI (minutes per inch); and
- j. Results of all additional contingency work as directed by the PBC such as:

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

B.12 Foundation Engineering Evaluation and Recommendations

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

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

- a. Foundation support for proposed structures, playground posts, and slabs, including allowable bearing capacity, recommended foundation depths/elevations, foundation design recommendations (shallow and/or deep foundations) and anticipated settlements;
- b. If deep foundation design is needed, include recommended depth, foundation types, e.g., pile, pier/caisson, etc., and vertical/lateral capacities, etc.) and all necessary geotechnical parameters, e.g., saturated and submerged soil densities, angle of internal friction, cohesion, adhesion, wall friction as applicable, horizontal subgrade modulus, RQD values, etc.;
- c. Anticipation of, and management of, groundwater for design of structures, pavements and utilities. Even if the groundwater is not encountered at the site, include recommendations to manage the groundwater during any excavation and long term groundwater conditions, or assess that no groundwater conditions will adversely affect the proposed improvements. Provide a design groundwater elevation in City of Chicago Datum.

- d. Provide recommendations for excavation and backfilling slopes, material (gradation requirements), and compaction (modified or standard proctor tests) requirements for structural fill, backfill, and for the support of structures and pavements;
- e. Vertical sub-grade modulus for design of pavements or slabs;
- f. Provide recommendations for soil preparation of pavement areas, including permeable pavement systems, artificial turf, flexible pavement systems, and rigid pavement systems.
- g. Discuss the feasibility of reusing excavated native soils as fill under structure and pavement (flexible and rigid) and artificial turf athletic fields.
- h. Discuss considerations of the use of permeable surface materials (i.e. artificial turf or concrete unit pavers) as it relates to saturation of fill and native soils under the permeable surface.
- i. Horizontal subgrade modulus for calculation of lateral load capacity of deep foundations; and
- j. Include all detailed calculations, including hand written calculations, when used to develop estimates, findings or recommendations contained in the report.

B.13 Presence at Meetings

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

B.14 Deliverables

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

B.15 Time

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

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

B.16 Access to Property

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

B.17 Use of Report

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

B.18 Qualifications/Personnel

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

B.19 Proposal Content

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

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

Completed and signed Schedule of Costs – Attachment B and any other pertinent information deemed appropriate to evaluate the Consultants proposal.

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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 - GEOTECHNICAL SERVICES FOR VARIOUS SITES

PS2062A

The hourly rate shall include typical overhead (except the reimbursable 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.

#	TASK ITEM	Unit	Unit Rate
# GENERAL			
1	Principal	Per Hour	\$175.00
2	Geotechnical Engineer, P.G.	Per Hour	\$157.00
3	Project Manager	Per Hour	\$110.00
4	Geologist, P.G.	Per Hour	\$110.00
5	Field Engineer/Geologist	Per Hour	\$95.00
6	Laboratory Technician	Per Hour	\$75.00
7	Field Technician	Per Hour	\$85.00
8	Clerical/Administrative Staff	Per Hour	\$55.00
9	QA/QC Staff	Per Hour	\$85.00
10	Environmental Technician	Per Hour	\$85.00
11	Senior Project Manager	Per Hour	\$150.00
12	Senior Staff	Per Hour	\$105.00
13	Drafting Technican	Per Hour	\$75.00
14	CADD Designer	Per Hour	\$85.00
15	Pressure Meter Operator	Per Hour	
# FIELD INVESTIGATION			
1	Mobilization / Demobilization	Each	\$473.00
2	Drilling (per ASTM D 1586)	Per Foot	\$30.00
3	Drill Rig and 2 man Crew	Per Day	\$2,730.00
4	Install Piezometers	Each	\$400.00
5	Surveying: Benchmark, coordinates, elevations, etc.	Per Day	\$1,650.00
6	Undisturbed Sampling (per ASTM D 1587)	Per Sample	\$32.00
7	In-Situ Percolation Test	Per Test	\$700.00
8	In-Situ Testing for Vane Shear	Lump Sum	\$675.00
9	Field Equipment – vehicles, coring, small tools, etc.	Per Day	\$68.00
10	Health and Safety Plan	Lump Sum	\$525.00
11	Utility Locating Servcie (on-site locator)	Lump Sum	\$550.00
12	55-Gallon Drums (for soil cuttings)	Per Drum	\$79.00
13	Waste Characterization (sample collection and disposal analysis)	Lump Sum	\$1,200.00
14	Waste Profile Forms (for disposal)	Lump Sum	\$400.00
15	Drums Disposal - NON HAZARDOUS (mobilization, load, transport and disposal—uncontaminated soil)	Lump Sum	\$400.00
16	Rock Coring	Per Foot	\$42.00
17	Rock Core Backfill (Grout)	Per Foot	\$6.30
18	Boring backfill (bentonite chips)	Per Foot	\$3.20
19	Surface Coring: Concrete (per boring)	Each	\$70.00
20	Surface Coring: Asphalt (per boring)	Each	\$79.00
21	Surface Restoration: Concrete (per boring)	Each	\$26.50
22	Surface Restoration: Asphalt (per boring)	Each	\$16.00
# LABORATORY TESTING			
1	Moisture Content	Each	\$6.00
2	Particle Size Analysis (per ASTM D 422 and 1140)	Each	\$110.00
3	Soil Classification (per ASTM D 2487 & D 2488)	Each	\$4.00
4	Unconfined Compressive Strength (per ASTM D 2166)	Each	\$45.00
5	Atterberg Limits (per ASTM D 4318)	Each	\$75.00
6	Consolidation Testing (per ASTM D 2435)	Each	\$620.00
7	Modified Proctor	Each	\$190.00
8	California Bearing Ratio Test (per ASTM D 1883)	Each	\$450.00
9	Organic Content	Each	\$60.00

SCHEDULE D INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED:

D.1.1. Workers' Compensation and Employers Liability

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

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

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

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

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$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 the Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

D.1.4. Professional Liability

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

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

D.1.5. Property

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

D.1.6. Valuable Papers

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

D.1.7 Contractors Pollution Liability

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

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

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

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

constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

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

Consultant must submit the following:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2016

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 Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510 -ondo-CPL-16-17 Chicago GAPLC 12 2017	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: N/A		N/A
INSURER C: AIG Specialty Insurance Company		26883
INSURER D: Illinois Union Insurance Co		27960
INSURER E: _____		_____
INSURER F: _____		_____

COVERAGES **CERTIFICATE NUMBER:** LOS-002002292-01 **REVISION NUMBER:** _____

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLO 5965891 08	04/01/2016	04/01/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 5965893 08	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	CONTRACTORS POLLUTION LIABILITY			CPL 1814870 ""CLAIMS-MADE""	04/01/2016	04/01/2017	Per Loss/ Aggregate	2,000,000
							DEFENSE INCLUDED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Client Reference No. PS2062A. Geotechnical Services.

(See Additional Page)

CERTIFICATE HOLDER CANCELLATION

Public Building Commission of Chicago Richard J. Daley Center, Room 200 50 West Washington Street Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel

AGENCY CUSTOMER ID: 06510

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

ADDITIONAL REMARKS

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

Other:
 Policy Covers:
 ARCHITECTS & ENG.
 PROFESSIONAL LIAB.
 Policy Details:
 Insr Ltr: D (Illinois Union Insurance Co)
 Policy Number: EON G21654693
 Eff. Dt. 04/01/2016 Exp. Dt. 04/01/2017
 Limits:
 Per Claim/Agg : 2,000,000
 Defense Included :
 Business/All Risk Property/Valuable Papers/Contractors Equipment, Carrier: Ace American Insurance Company, NAIC #22667, Policy #: GPA-D38066080, Policy Term:
 04/01/2016 – 04/01/2017, Limit: \$1,000,000.
 Other deductibles may apply as per policy terms and conditions.
 The Public Building Commission of Chicago and the City of Chicago are named as additional insureds for GL, AL, and Contractors Pollution Liability coverages, but only as respects work performed by or on behalf of the named insured. Contractual Liability is included in the General Liability coverage. Severability Of Interest/Cross Liability is included for General Liability coverage. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL, AL, & Contractors Pollution Liability coverages. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and Contractors Pollution Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) Only those where required by written contract	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

5/5/2016

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 Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : *** SEE ATTACHMENT ***</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : *** SEE ATTACHMENT ***		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : *** SEE ATTACHMENT ***														
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1389302 AECOM AECOM Technical Services, Inc. URS Corporation 303 E. Wacker Dr., Ste. 1400 Chicago IL 60601														

COVERAGES AECTE01 **CERTIFICATE NUMBER:** 14042518 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	SEE ATTACHED ACORD 101	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement. Re: PS2062A, Geotechnical Services. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER 14042518 Public Building Commission of Chicago Richard J. Daley Center, Room 200 50 West Washington Street Chicago IL 60602	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 101

Policy #	Issuing Company	State(s) Covered
0910710	National Union Fire Insurance Company of Pittsburgh, PA - NAIC #19445	OH
014268016	The Insurance Company of the State of Pennsylvania - NAIC #19429	FL
014268017	The Insurance Company of the State of Pennsylvania - NAIC #19429	ME
014268019	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY
014268020	The Insurance Company of the State of Pennsylvania - NAIC #19429	NV
014268021	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO
014268022	The Insurance Company of the State of Pennsylvania - NAIC #19429	NJ,PA
014268023	The Insurance Company of the State of Pennsylvania - NAIC #19429	MA,ND,OH,WA,WI,WY
014268024	The Insurance Company of the State of Pennsylvania - NAIC #19429	CA
014268025	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY,NC,NH,UT,VT
014268026	The Insurance Company of the State of Pennsylvania - NAIC #19429	AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
014268027	The Insurance Company of the State of Pennsylvania - NAIC #19429	AK,AZ,VA
014268028	The Insurance Company of the State of Pennsylvania - NAIC #19429	NY
014268018	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,WA
014268029	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO,ID,NM,SC,TN
014268030	The Insurance Company of the State of Pennsylvania - NAIC #19429	TX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2016 forms a part of Policy SEE ATTACHED ACORD 101 No.

Issued to AECOM
AECOM Technical Services, Inc.
URS Corporation
By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

**WC 99 00 58
(Ed. 04/11)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 1/1/2016 forms a part of Policy No. See Attached Form 101

Issued to AECOM
AECOM Technical Services, Inc.
URS Corporation

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington

WC 00 03 13
(Ed. 4-84)

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

Project Manager Experience

Local Project Experience
Project Manager - Mark Z. Waxali, P.E.

Project Name and Client	Project Location	Project Type	Key Personnel	Project Description	Firm's Role	Value of Contract	Date of Completion
Waukegan Substation Client: ComEd	Waukegan, Lake County, IL	Industrial	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E. Field Engineer/Geologist: Don Kunkel	The project involved the development of a former Tannery site and the subsequent construction of an Electrical Substation. Substation included three (structures) and approximately 20 transmission towers.	AECOM completed a geotechnical investigation for the development of an Electrical Substation that consisted of the following scope of services: • Locating and surveying of 55 boring locations. • Collection of 258 soil samples for geotechnical testing. The soil samples were submitted for in-situ water content, visual soil classification, density, grain size analysis, unconfined compression strength, and/or corrosivity (pH, resistivity, and sulfates). • Collection of 53 soil samples for chemical analysis. • Performing pressuremeter tests at 6 locations. AECOM prepared a report that included descriptions of the work performed, results of field and laboratory tests, soil parameters, and recommendations that were subsequently used by the project's structural engineers for the design and installation of foundation elements for the planned development.	\$250,000	June, 2013
25th Avenue Grade Crossing Client: Globetrotters, Inc.	Bellwood and Melrose Park, Cook County, IL	Transportation	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E., Richard Bird, P.E. Field Engineer/Geologist: J. Williams	Project involves the construction of an above grade crossing (bridge) on 25th Avenue. The bridge will allow for uninterrupted vehicular traffic flow over multiple rail lines near the location of a rail yard.	AECOM completed a geotechnical investigation and a preliminary environmental site assessment within the right-of-way of the planned crossing. Project consisted of the following: • Completing 22 soil borings • Collection of soil samples for geotechnical testing and chemical analyses. • Performing pressuremeter tests at 4 locations. • Performing Global Stability Analyses for planned retaining and MSE walls. AECOM prepared a report that included descriptions of the work performed, results of field and laboratory tests, results of the global stability checks and recommendations that were subsequently used by the project's structural engineers for the design and installation of foundation elements for the planned bridge and retaining walls. AECOM also prepared Special Provisions for inclusion in the project specifications that defined soil management requirements for specific portions of the roadway alignment and for the use of a lightweight fill for the construction of the MSE wall.	\$95,000	September, 2013
Wildwood Elementary School - Addition Client: City of Chicago, PBC	Chicago, Cook County, IL	Public Building, School	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E. Field Engineer/Geologist: Robert Werth	Project involved the construction of an addition to this existing elementary school.	AECOM completed a geotechnical investigation for the development of the school addition that consisted of the following scope of services: • Locating and surveying of 12 boring locations. • Collection of soil samples for geotechnical testing. • Collection of 53 soil samples for chemical analysis. • Performing percolation tests. AECOM prepared a report that included descriptions of the work performed, results of field and laboratory tests, and recommendations that were subsequently used by the project's structural engineers for the design and installation of foundation elements for the planned building. Recommendations included allowable bearing capacities and settlement estimates for the planned loading conditions associated with the development.	\$35,000	January, 2014
Algonquin Tap 138kV Transmission Line Client: ComEd	Huntley, McHenry County	Industrial	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E.	Project involves the installation of transmission towers associated with the Algonquin Tap 138kV Transmission Line corridor in Kane and McHenry Counties, Illinois.	AECOM completed a geotechnical investigation for the development of the school addition that consisted of the following scope of services: • Locating and surveying of 12 boring locations. • Collection of soil samples for geotechnical testing. • Collection of 53 soil samples for chemical analysis. • Performing pressuremeter tests at 3 structure locations. AECOM prepared a report that included descriptions of the work performed, results of field and laboratory tests, soil parameters and recommendations that were subsequently used by the project's structural engineers for the design and installation of foundation elements for the planned transmission towers.	\$60,000	May, 2013
Printing Press Installation Client: Newsweb, Inc.	Chicago, Cook County, IL	Industrial	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E. Field Engineer/Geologist: J. Williams	Project involves the construction of a building and installation of printing machinery at this Chicago location. Printing press had stringent settlement requirements since process was sensitive to differential settlement.	Performed a subsurface/geotechnical investigation within the limits of a planned building and a printing press. Made recommendations for the foundation type and prepared analyses of expected settlement. Provided recommendations for inspecting the exposed subgrade (after excavations for the machinery's foundation system was exposed.) and for improving ground conditions (over excavating and controlled backfilling) to achieve settlements that are within the manufacturer's tolerances.	\$12,000	May, 2013
Machinery Installation Client: Dow Chemical, Inc.	Ringwood, McHenry County, IL	Industrial	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E. Field Engineer/Geologist: Dan Miracle	Project involved the installation of new machinery at this operating manufacturing facility.	Performed a subsurface/geotechnical investigation inside a building at this operating manufacturing facility where new equipment installations are planned. Advanced 6 borings and prepared a report that contained recommendations for the foundation types and prepared analyses of expected settlement.	\$18,000	July, 2014
Containment Wall Client: BP Pipeline	Elk Grove Village, Cook County, IL	Industrial	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E.	Project involves the design and installation of a containment wall around above ground storage tanks. This wall will be designed and installed as a safety contingency to prevent offsite impacts that may be caused by the catastrophic release of petroleum products contained in the storage tanks.	AECOM completed a geotechnical investigation and a preliminary environmental site assessment within the right-of-way of the planned crossing. Project consisted of the following: • Completing 5 soil borings • Collection of soil samples for geotechnical testing. AECOM prepared a report that included descriptions of the work performed, results of field and laboratory tests, and recommendations that were subsequently used by the project's structural engineers for the design and installation of foundation elements for the planned containment wall.	\$12,000	March, 2015
Transmissions Towers Client: ComEd	Will County, IL	Industrial	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E. Staff Engineer/Geologist: Don Kunkel, Patrick Kenny, Sarah Rolles	Project involves the installation of transmission towers associated with the a Transmission Line corridor in Will County, Illinois.	AECOM completed a geotechnical investigation for the development of the school addition that consisted of the following scope of services: • Locating and surveying of 32 boring locations. • Collection of 390 soil samples for geotechnical testing. • Performing pressuremeter tests at 30 structure locations. • Obtained bedrock cores at 23 boring locations. AECOM prepared a report that included descriptions of the work performed, results of field and laboratory tests, soil parameters and recommendations that were subsequently used by the project's structural engineers for the design and installation of foundation elements for the planned transmission towers.	\$95,000	January, 2015
Halstead Street Client: Newsweb, Inc.	Chicago, Cook County, IL	Residential	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E. Field Engineer/Geologist: Robert Werth	Project involves the possible development of a mixed-use multi-story structure.	Performed a subsurface/geotechnical within this parcel that contained an operating bank. Investigation was undertaken to define soil conditions for an alternatives analysis of constructing a multi story, multi use structure on the same property. Advanced 3 borings and prepared a report that contained recommendations for the foundation types needed for a multi story structure. and prepared analyses of expected settlement. Provided client with alternatives for deep and shallow foundation systems.	\$22,000	September, 2014
New Electrical Building Client: Dow Chemical, Inc.	Grand Ridge, LaSalle County, IL	Industrial	Lead Geotechnical Engineer: Mark Z. Waxali, P.E. Senior Geotech. Eng. (Reviewer): Ken Kastman, P.E.	Project involved the construction of a building, designed to house electrical equipment at this operating manufacturing facility.	Performed a subsurface/geotechnical within the footprint of two proposed structures at this manufacturing facility. Advanced 8 borings and prepared a report that contained recommendations for the foundation types that would be required for a multi story structure.	\$18,000	March, 2015



E. Copies of current licenses and resumes for the on staff Professionals Engineers, all Project Managers and Key Personnel to be assigned to PBC projects.

Information immediately follows.



MARK Z. WAXALI Project Manager

FIRM

AECOM

YEARS OF EXPERIENCE

With AECOM: 3

With other firms: 26

EDUCATION

BA.Sc, Geotechnical Engineering, University of Toronto, 1985

REGISTRATIONS

Professional Engineer, Illinois, Wisconsin

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Mr. Waxali has over 29 years of experience with responsibilities for developing and managing geotechnical investigations, site characterizations, and cost effective environmental strategies for public and private sector clients. His extensive experience includes developing approaches/programs for environmental management and remediation. He has extensive experience in the completion and management of: Geotechnical investigations, MGP site remediation, sediment characterizations, geologic/ hydrogeologic investigations and Phase II Environmental Site Assessments.

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Mr. Waxali serves as a senior project manager and lead design engineer on civil and geotechnical engineering aspects of site development, and remediation projects. Mr. Waxali prepares design documents including technical specifications, drawings, workplans, and reports of findings that address information/recommendations relevant to that project. Mr. Waxali also develops cost estimates for closure, post-closure care, construction, and procurement. These projects are typically associated with the following regulatory programs: RCRA, CERCLA Superfund, Illinois LUST, and Illinois SRP.

Relevant Experience

Elgin O'Hare Western Access Tollway (I-390), New construction from Arlington Heights Road to Lively Boulevard, DuPage County, Illinois. (July 2013 – December 2014). This project involved the design of approximately 1.6 miles of new 6 lane expressway, seven (7) bridges, six (6) retaining walls, two (2) compensatory storage facilities, four (4) detention ponds, enclosed and open drainage systems, three (3) toll plazas, roadway lighting, corridor-wide ITS equipment, new frontage roads, improvements to six (6) local roads and associated intersections to include four (4) signalized intersections, corridor-wide signal interconnection, and roadway appurtenances. Mr. Waxali served as the lead Geotechnical Engineering Coordinator responsible for providing oversight of work performed by the Geotechnical Consultant contracted to prepare geotechnical reports for the associated design. He prepared a Geotechnical Investigation Work Plan for subsurface investigative work that was to be performed in sensitive wetland areas. This plan was subsequently reviewed and approved by DuPage County Department of Environmental Concerns.

City of Chicago – Public Building Commission, Chicago, IL (November 2013 to February 2014). Project involved the construction of an addition to an existing elementary school. The addition will be a slab-on-grade, three story structure. Mr. Waxali served as the Geotechnical Engineer of record for investigation and was the primary author of the report. The investigation consisted of surveying and advancing of 12 borings, and performing percolation tests. The report included descriptions of the work performed, results of field and laboratory tests, and recommendations that were subsequently used by the project's structural engineers for the design and installation of foundation elements for the planned building. Recommendations included allowable bearing capacities and settlement estimates for the planned loading conditions associated with the development. Results of the percolation tests were used to provide recommendations for the design of stormwater management features (drainage swales, rain gardens, etc.)

Globetrotters Group and Illinois Department of Transportation, Bellwood and Melrose Park, IL (April to September 2013). Project involves the construction of an above grade crossing (bridge) on 25th Avenue. The bridge will allow for uninterrupted vehicular traffic flow over multiple rail lines

near the location of a rail yard. Construction on this project was initiated in January of 2015. Mr. Waxali was the project manager of a geotechnical investigation that consisted of completing 22 soil borings, collection of soil samples for geotechnical testing and chemical analyses, pressuremeter tests at multiple locations and Global Stability Analyses for planned retaining and Mechanically Stabilized Earth (MSE) walls. Mr. Waxali was the primary author of the report and he also prepared Special Provisions for inclusion in the project specifications that defined soil management requirements for specific portions of the roadway alignment and for the use of a lightweight fill for the construction of the MSE wall.

Commonwealth Edison, Waukegan, IL (December 2012 – June 2013). Project involved the installation of buildings and transmission towers associated with the construction of an electrical substation. Mr. Waxali served as the lead Geotechnical Engineer responsible for the implementation of a subsurface investigation plan and was the primary author of the geotechnical report which presented information from the field investigation, data generated during laboratory testing and recommendation of foundation types, bearing capacities and anticipated settlement.

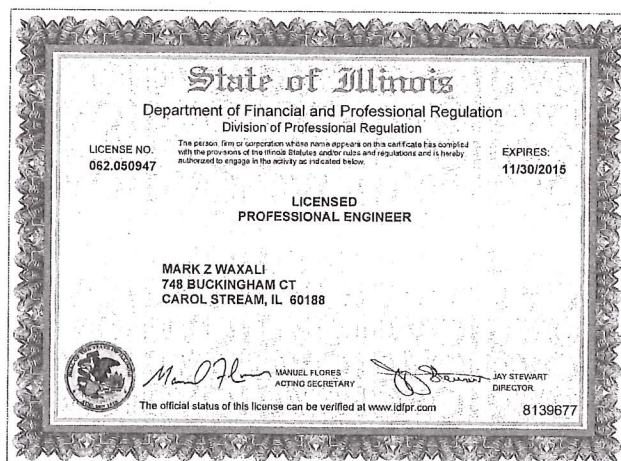
Commonwealth Edison, Algonquin Tap Transmission Line corridor in Kane and McHenry Counties, IL (April 2013 – June 2013). Project involved the installation of 5.5 mile transmission line corridor and associated towers. Mr. Waxali served as the lead Geotechnical Engineer responsible for the implementation of a subsurface investigation plan and was the primary author of the geotechnical report which presented information from the field investigation, data generated during laboratory testing and provide the necessary inputs to be used by the foundation design consultant.

Confidential Client, Downers Grove, Illinois (November 2011 to March 2012). Performed physical (geotechnical) characterizations of sediment and underlying soil at two municipally owned storm water retention areas. Work was performed to determine dredging parameters and establish reuse potential of the dredged sediment and soil.

Confidential Client, Lombard, Illinois (July 2010 to June 2012). Performed geotechnical investigation, inspections and material testing services for this project which involved the development of a 5+ acre property and the construction of a 40,000 square foot community center. Assisted client with review of contract documents (Change Orders submitted by the GC) and provided technical guidance for construction related activities such as cold weather construction.

Metropolitan Water Reclamation District – Deep Tunnel Project, Chicago, Illinois (December 2010 to February 2011). Served as a crew leader/crew manager responsible for documenting the location and orientation of water-bearing fractures in bedrock observed on the wall of the previously drilled 22-foot diameter tunnel. Directed crew in drilling of injection and relief holes necessary to pressure grout and seal these fissures. Identified locations in previously installed concrete tunnel liner where the liner was deficient and groundwater was leaking into tunnel. Directed crew in repairing these deficiencies.

1847 LaSalle, LLC, Naperville, Illinois (January 2009 to 2010). Provided geotechnical consulting, material testing and inspection services for this project which involves property development and construction of a 20,000 square foot community center. Reports are routinely submitted to the client and the City of Naperville.



Cut on Dotted Line >



JEREMY M. THOMAS
Geotechnical Engineer

FIRM

AECOM

YEARS OF EXPERIENCE

With AECOM: 9

With other firms: 1

EDUCATION

BS - Civil Engineering, University of Wisconsin, Platteville, 2003

MS - Civil Engineering, University of California, Davis, 2006

REGISTRATIONS

Professional Engineer, Alabama, Illinois, District of Columbia, Louisiana, Minnesota, Washington, Wisconsin

Professional Engineer (Civil), California

AFFILIATIONS

American Society of Civil Engineers-

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 Mr. Thomas is a geotechnical engineer in the Oshkosh office. He has been the lead geotechnical engineer on projects ranging from slope stabilizations to foundations for high-rise buildings. Mr. Thomas is also the project manager for many projects ranging from multi-disciplinary design projects to construction materials testing.

Relevant Experience

City of Indianapolis Department of Public Works, Pleasant Run Deep Tunnel, Indianapolis, Indiana. Project engineer that developed and managed the field exploration program for the advanced facilities plan design phase for the deep rock tunnel project. Work included coordinating field inspectors and drill crews, planning and coordinating field testing services, and instrumentation installations. Planned and implemented the laboratory testing program for soil and rock; prepared a geotechnical data report summarizing findings for the initial phase of the project. Continued work will include the field, laboratory, and engineering services for the detailed design phase of the project.

Village of Barrington, Storm Sewer Replacement, Barrington, Illinois. During periods of high precipitation, a storm sewer running beneath a rail line in Barrington collapsed. Project engineer that replaced the storm sewer and kept the rail line in service using pipe jacking to install the new sewer. AECOM services included subsurface exploration, earth retention system design, slope stability analysis, and preparation of construction drawings and documents.

Cleveland Clinics, Liquefaction Analysis, Al Sowa Island, Abu Dhabi. Project engineer that performed liquefaction analysis for the reclaimed site based on site-specific ground motion parameters and helped to determine the location, type, and magnitude of the ground improvement for the site to mitigate the liquefaction and lateral spreading risk.

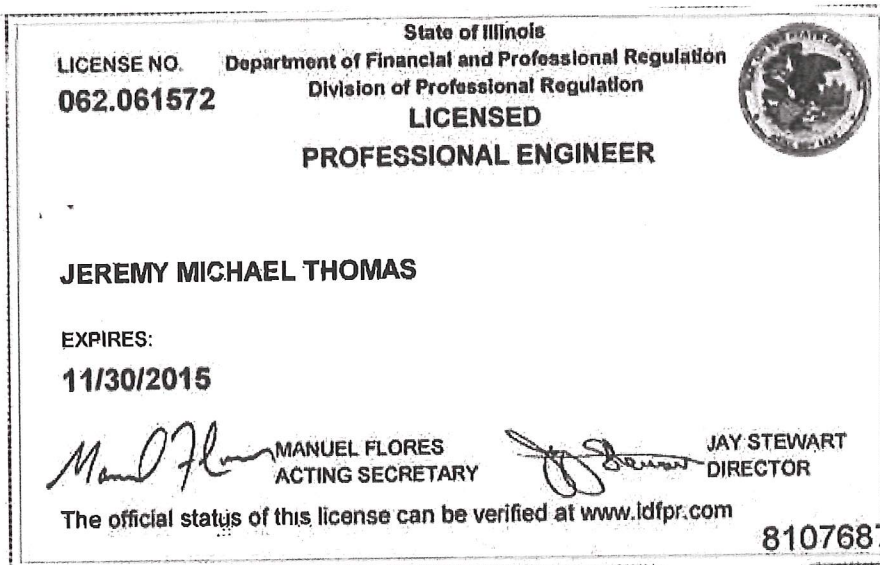
US Steel, Lakeside - 86th and Green Bay, Chicago, Illinois. Project engineer for redevelopment of the South Works plant. This former steel mill, which was built primarily on made land in Lake Michigan, will be redeveloped into a mix of residential, commercial, and institutional properties. Challenges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

Canadian National and Canadian Pacific Railroads, Various Railroad Bridge Replacements, Various Locations. Assistant project engineer that provided recommendations for foundation design for rail bridge replacements in Wisconsin, Illinois, Michigan, and Kentucky. Slope stability analysis and

settlement analyses were completed as necessary for some projects.

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

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





THEODORE D. BUSHELL
Principal Geotechnical Engineer

FIRM

AECOM

YEARS OF EXPERIENCE

With AECOM: 38

With other firms: 2

EDUCATION

BS - Civil Engineering, University of Illinois, Urbana-Champaign, 1975

MS - Civil Engineering, Northwestern University, 1978

REGISTRATIONS

Professional Engineer, Indiana, Pennsylvania, Ohio, Michigan, Illinois

AFFILIATIONS

American Society of Civil Engineers

International Society of Soil Mechanics and Geotechnical Engineering

Society of American Military Engineers

American Council of Engineering Companies

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 Mr. Bushell is a project leader for numerous complex geotechnical engineering projects. He has been responsible for major geotechnical evaluations involving analysis and design of dams, reservoirs, landfills, excavations, deep and shallow foundations, slope stabilization, pavements, ground improvement, retaining structures, shoeline stabilization, and levees..

Relevant Experience

Experience

US Army Corps of Engineers, Lake Michigan Shoreline Reconstruction, Chicago, Illinois. Geotechnical engineering evaluations for major Lake Michigan shoreline reconstruction including I-55 to 30th Street, 33rd to 37th Street, 54th to 57th Street and Montrose Harbor. All work performed in accordance with the US Army Corps of Engineers and city of Chicago guidelines. Slope stability, pile capacity and seepage, settlement, and soil-structure interaction analysis were performed. Construction plans and specifications were prepared in coordination with civil, coastal, and structural engineering team members. \$70 million construction cost.

New York City Department of Buildings, High Risk Construction Oversight, New York, New York. Principal Engineer for HRCO Excavations project for the NYCDOB in New York City. The entire study focused on the three highest risk construction operations cranes and hoists, excavations and concrete in an effort to improve safety and regulation. The study was conducted across all five boroughs of New York. The excavations part of the study focused on the Special Enforcement Unit for Excavations. During this study, 74 active excavations sites were inspected and 68 sets of excavation drawings were reviewed. The study resulted in recommendations to the DOB for improvements in excavations plan reviews, surveys of adjacent properties, sheeting, shoring and bracing and underpinning practices. The study report included technical guidelines for design of earth retention and underpinning systems. .

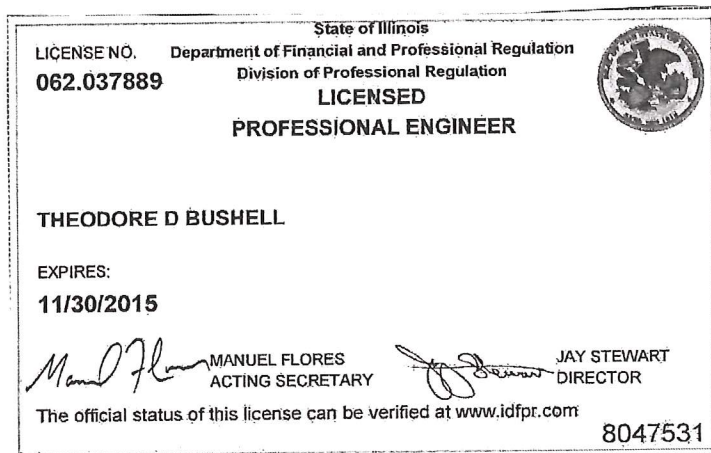
Fermi National Accelerator Laboratory, Fermilab Long Baseline Neutrino Experiment MI-10 Shallow, Batavia, Illinois. Principal geotechnical engineer for the foundation and settlement evaluation for the proposed MI-10 shallow alternative for the LBNE structure at Fermilab. This study involved updating a previous alternative for this same project. Numerical (Finite Element) modeling was performed to predict movements for the LBNE structure as well as the adjacent main injector and MINI BooNE structures.

Smith Group, Inc., Advanced Protein Crystallization Facility, Lemont, Illinois. Principal geotechnical engineer for the new APCF located at the Argonne National Laboratory. The APCF will be a state of the art bioscience laboratory with office and

support space. Field exploration and laboratory testing was performed to characterize the subsurface conditions. Geotechnical analysis and recommendations provided for design of shallow foundations.

HDR, Inc., Energy Sciences Building, Lemont, Illinois. Principal engineering reviewer for the geotechnical engineering services for the proposed ESB at Argonne National Laboratory in Lemont, Illinois. The proposed three-story structure will house laboratories and be connected to Building 223. A soil boring investigation and laboratory testing were performed to characterize the subsurface conditions. Shallow foundations accompanied by conventional earthwork, drilled pier foundation and aggregate pier foundation alternatives were provided for the support of the structure. Subgrade preparation recommendations for grade slabs as well as site paving were developed.

University of Chicago, South Campus Dining Hall and Residence Facility, Chicago, Illinois. Principal geotechnical engineer for the subsurface exploration and geotechnical engineering evaluation of this new campus facility. Both hardpan caissons and shallow footing foundations were recommended for support of the high-rise and low-rise structures, respectively.





JEROME VON HATTEN

Senior Geotechnical Principal

FIRM
AECOM

AREAS OF EXPERTISE
Geotechnical Investigation
Landfill Design
Geosynthetics
Waste Stabilization

YEARS OF EXPERIENCE
With AECOM (formerly URS): 36 Years

EDUCATION
BS/Civil Engineering/Illinois Institute of Technology/1996
AS/Architecture/Southern Illinois University/1974

REGISTRATION/CERTIFICATIONS
OSHA 40-Hours Health & Safety Training

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Mr. Von Hatten has extensive experience in geotechnical and environmental field exploration, landfill design, geosynthetics, grouting, in-situ testing, and instrumentation installation and environmental monitoring.

He has extensive experience in landfill design and closure of RCRA and CERCLA waste facilities. These activities included, landfill cover design, waste solidification and cement-bentonite grouting, perimeter waste containment via slurry and jet grouting wall, and construction of a RCRA and non-RCRA covers which consist of various geosynthetics and a soil cover

Relevant Experience

Confidential client – Closure of Two Hazardous and Two Non-Hazardous Waste landfills. Mr. Von Hatten is the Project Manager/engineer for the closure of four landfills at an industrial facility in northwest Indiana. He was responsible for the geotechnical investigations, preparation of Landfill Closure Plans, assisted with the negotiations with the regulatory agencies, designed the covers, prepared the technical specifications, reviewed the bids and assisted with selection of the contractor. To date, two of the landfills have been closed and received closure acceptance certification by the state agency. The two remaining landfills, one of which requires waste stabilization will be completed in 2015.

Illinois Department of Transportation, McCook Illinois (Joliet Road). Mr. Von Hatten served as the Project Engineer on a geotechnical investigation of pavement failure and underlying bedrock stability. He managed the installation of geotechnical instrumentation and the field monitoring activities. Geotechnical monitoring included soil borings and rock corings, test pits, bedrock joint mapping, slope inclinometers, seismometers, manual and electronic joining/crack meters, video inspection of boreholes into bedrock, piezometers, and survey of vertical and horizontal surface movements.

Confidential client – Jet Grout Wall and Amour Stone/Tie-back Support System and Sub Aqueous Cap. Mr. Von Hatten was the Project Manager and lead design engineer during the installation of a jet grout containment wall along an existing steel sheet pile wall at Vessel Slip located along the Lake Michigan shoreline in Indiana. During installation of the grout wall, a section of the existing sheet pile wall moved several feet at its toe which was supported by sediments and soft lake clays. URS terminated the grouting activities and provided a design to stabilize the sheet pile that included an amour stone wedge with additional tie-backs. Included in the amour stone design was a sub-aqueous cap consisting of layers of Organo-clay mat to minimize the release of product contained within the sediments. Mr. Von Hatten led the design of the wedge and tie-back stabilizing system, sub-aqueous cap, and provided construction management services for the preparation of the bid document and construction of the system. The existing sheet pile wall was stabilized with the amour stone wedge and tie-back system and the jet grout wall was completed.

Monitoring of the area confirmed the sheet-pile wall has not shown additional movement and release of product to the lakes surface has not been observed in the area where the sub-aqueous cap has been installed.

Meacham Grove Dam, Seepage Investigation, DuPage County. Mr. Von Hatten was responsible for the coordination of all field activities during the subsurface investigation of the existing dam, and assisted in the design and construction monitoring of the concrete overflow spillway and energy dissipater.

Phase I thru III Geotechnical Investigations, General Parking, Chicago, Illinois. Mr. Von Hatten was responsible for the coordination of all field activities during the subsurface investigations for a 12 story parking structure. The investigation required interacting with the developer, utility companies and demolition contractor during the initial phases of work. Borings were performed to depths greater than 100 ft and included the installation of piezometers for monitoring water pressures that are a critical part of the foundation design.

Crisenberry Dam, Seepage/Stability Investigation, Murphyboro, Illinois. Mr. Von Hatten was responsible for the coordination of all field activities during the subsurface investigation of the existing dam. He assisted in the monitoring of all investigation activities that included the advancement of 12 borings along the downstream slope of a 140 foot high earth filled dam. Piezometers were installed in several of the borings for determining the change in hydraulic head.

Fawell Dam, Cutoff Construction and Fill Placement, DuPage County. Responsible for monitoring the construction of the dam cut-off wall, and fill placement activities adjacent to the roller compacted concrete dam.

Ispat Inland, East Chicago, Indiana, New Waste Water Basin and Solidification of Existing Waste Water Basin. Mr. Von Hatten was the project manager, lead design engineer, and construction manager for a new waste water basin and closure of an existing basin via solidification techniques. This work consisted of interacting with the client for selecting a cost-effective design within a limited area. A unique feature of this project was the use of the existing solidified basin as part of the new waste water new basin. He managed the project team through all design phases, which included: site layout, proposed storage volumes,

basin design, slope stability analysis, bench scale testing of the waste/reagents for solidification, preparation of the engineers cost estimate, and development of the construction documents. During the construction phases Mr. Von Hatten lead the pre-bid meeting, and was the on-site construction manager during all phases of construction.

NOTE: Mr. Von Hatten is not licensed.



ANDREW WILDING

Project Geotechnical Engineer

AREAS OF EXPERTISE

Geotechnical Analysis/Engineering
Subsurface Investigations

YEARS OF EXPERIENCE

With AECOM (formerly URS): 10 Years
With Other Firms: 0 Years

EDUCATION

B.S. |2002 | Geological Engineering
University of Missouri – Rolla
M.S. | 2008 | Civil Engineering (Geotechnical Emphasis)
Missouri University of Science & Technology

REGISTRATIONS/CERTIFICATIONS

Professional Engineer
MO/2009
Professional Engineer
IL/2014
Professional Engineer
IN/2014

Mr. Andrew Wilding has had experience with geotechnical engineering projects through his education and subsequent employment at URS. Andrew has participated in geotechnical investigations, and geotechnical engineering analyses and design, with specific emphasis on geotechnical slope stability.

Relevant Experience

Senior Geotechnical Engineer | Seepage and Slope Stability Analysis of Existing Reservoir Embankments, IN | Confidential Client | 2014: Performed seepage and slope stability analyses to analyze current factors of safety of previously constructed reservoir embankments. Over 150 separate analyses were completed for nine stability cross-sections. Both static and seismic cases were analyzed with various water levels and potential modes of failure. Additionally, performed liquefaction analyses based on SPT and CPT data for reservoir embankments.

Senior Geotechnical Engineer | Levee Safety Action Classifications for Multiple Levee Systems, Merced, CA | U.S. Army Corps of Engineers – Sacramento District | 2014: Developed levee system safety classification recommendations for four levee systems near Merced, CA. Project responsibilities included performing site visits as well as reviewing historical documents, recent periodic levee inspections, and recent geological and geotechnical reports, to develop recommended safety ratings for the USACE.

Senior Geotechnical Engineer | The New NY Bridge (Tappan Zee Hudson River Bridge), Rockland and Westchester Counties, NY | New York State Thruway Authority |2013: Senior Geotechnical Engineer for D/B team for construction of the 3-mile, replacement Tappan Zee bridge, connecting Rockland and Westchester counties in New York. Bridge is founded on a combination of end-bearing and friction pipe piles up to 6 ft in diameter, driven up to 330 ft deep. The \$3.1 billion project also involved numerous retaining walls, overhead signage, and miscellaneous structures. URS performed portions of the geotechnical design and performed independent analyses to verify the design by a second geotechnical firm. Performed analyses including settlement of bridge piers and shallow foundations, pile design in compression and tension, lateral pile deflection analyses, slope stability, and reduction of pile driving and load test data.

Senior Geotechnical Engineer | Tender Design - I-65 Bridge over the Ohio River, Louisville, KY (Ohio River Bridges Project-Downtown Segment) 2012: Assisted with geotechnical analyses for the tender design of a new 1900 ft. long cable-stayed bridge over the Ohio River. Foundation design consisted of high capacity 8 ft. diameter rock socketed

drilled shafts up to 100 ft. long in the river. Also performed geotechnical analyses for the Indiana and Kentucky interchanges at either end of the bridge, including slope stability analyses, pile design and settlement analyses. This \$1 billion project is being developed as public-private partnership to serve the greater Louisville area.

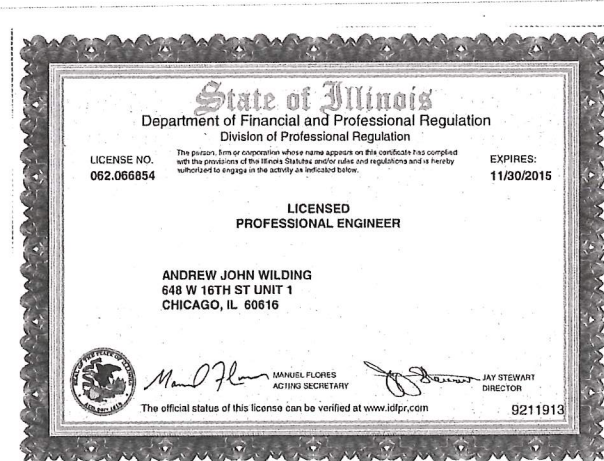
Senior Geotechnical Engineer | Impoundment Facility Inspections, AL | Confidential Client | 2012-2013: Performed inspection of multiple water reservoirs and impoundment facilities at an electrical power producer as part of a four-person team. Scope of work included identifying any deficiencies that could be indicative of potential geotechnical hazards.

Senior Geotechnical Engineer | Seepage and Slope Stability Analysis of Existing Reservoir Embankments, KY | Confidential Client | 2012: Performed seepage and slope stability analyses to analyze current factors of safety of previously constructed embankments. Embankments had recently changed ownership and new owner wanted to assess the current state of stability, partially due to historic stability issues. Both static and seismic cases were analyzed.

Senior Geotechnical Engineer | 17th St. Canal Levee and Floodwall Improvements New Orleans, LA | 2011: Performed geotechnical analyses to design strengthening for approximately 2 miles of levee along the 17th St. Canal located within the City of New Orleans. During Hurricane Katrina, a levee along this canal breached causing widespread damage. URS was selected by the USACE to design the improvements to these levees to accommodate a safe operating level of elevation 8. Jet grouting was selected due to the very poor soil conditions and short schedule. Jet grouting to create shear panels will be done on levees on both sides of the canal. The design was completed using conventional methods and checked by finite element modeling.

Senior Geotechnical Engineer | Lower Santa Ana River – Reach 9, Phase 2A Slope and Riverbank Protection | 2011: Performed geotechnical analyses to design slope and riverbank protection for a 3000 ft stretch of the Santa Ana River near Corona, CA. URS was selected by the USACE to design the bank protection for increased outflow from an upstream reservoir. Slope and riverbank protection consisted of sheetpiling and grouted stone slopes in areas

of limited access and with difficult installation restrictions. The design was completed using conventional methods for slope stability, sheet pile design, settlement and liquefaction analyses. Project duties also included design of field and laboratory investigations and report generation.





AARON HUMPHREY

Geotechnical Engineer

FIRM

AECOM

EDUCATION

BS, Civil Engineering, Purdue University, 2000
 MS, Civil Engineering (Geotechnical specialization),
 Purdue University, 2001

REGISTRATIONS

Professional Engineer, Indiana, Pennsylvania, and
 Michigan

YEARS OF EXPERIENCE

With AECOM: 7
 With Other Firms: 6

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
 Association of State Dam Safety Officials

TRAINING

OSHA HAZWOPER 40-Hour Training
 OSHA 10-Hour Construction Safety Training
 OSHA HAZWOPER 8-Hour Refresher Training
 OSHA 30-Hour Construction Outreach Training
 Subsurface Investigation Specialist

Mr. Humphrey is a geotechnical engineer proficient in slope stabilization, excavation support, foundation design, dam inspections, and levee inspection and design..

Relevant Experience

US Army Corps of Engineers - Little Calumet River Flood Protection, Gary, Indiana. Project manager and lead geotechnical engineer for evaluation of site for proposed flood protection system including levees, floodwalls, gatewells, and pump stations. Performed field investigations and provided geotechnical engineering parameters for the design of the proposed flood protection system.

US Army Corps of Engineers - Des Plaines II Feasibility Study, Chicago, Illinois. Project manager and lead geotechnical engineer for feasibility study to expand flood protection along the Des Plaines River in Cook and Lake counties by means of road raises, new levees, new floodwalls, and dam removals. Activities included subsurface exploration, laboratory testing, development of parameters for geotechnical design, and research to evaluate data sources throughout potential project route.

US Army Corps of Engineers - Des Plaines II DPLV04, DPLV05, DPLV09 Geotechnical Investigation, Chicago, Illinois. Project manager and lead geotechnical engineer for three geotechnical site evaluation studies to expand flood protection along the Des Plaines River in Cook and Lake Counties by means of new levees, road raises, new levees, new floodwalls, and dam removals. Activities included subsurface exploration, laboratory testing, and development of parameters for geotechnical design.

US Army Corps of Engineers - Chicago District, Lyons Levee Evaluation, Lyons, Illinois. Project manager and lead geotechnical engineer for subsurface exploration, laboratory testing, development of parameters for geotechnical design, and research to evaluate repair options for deteriorated levee.

US Army Corps of Engineers - McCook Instrumentation, LaGrange, Illinois. Project Manager and lead geotechnical engineer for performance of multiple 350-foot deep rock core borings and installation of downhole instrumentation including vibrating wire piezometers, time domain reflectometer cables, and in-place inclinometers. Project also included development of ADAS system for remote monitoring and data logging.

Metropolitan Water Reclamation District – Lyons Levee Rehabilitation, Lyons, Illinois. Lead geotechnical engineer for design of rehabilitation of outdated and unmaintained levee including development of temporary measures to improve levee integrity during design and permitting period (ongoing).

Fletcher Jones Motorcars - Elston Service Facility, Chicago, Illinois. Project manager and lead engineer for design of belled caissons for six story structure in downtown Chicago. Project utilized pressuremeter testing to increase caisson bearing capacity above code limited values. Project featured extensive reuse of available on-site crushed concrete for site preparation and filling due to thick deposits of unsuitable urban fill.

Evan's Scholarship House, Evanston, Illinois. Project Manager providing geotechnical engineering recommendations based on pressuremeter testing results for placing additional loads on existing foundations from the early 1900s.

Harley Davidson Facility, Chicago, Illinois. Project manager and lead engineer for design of one story structure using utilizing shallow foundations on soft clay soils. Pressuremeter testing used to increase allowable bearing capacity while limiting settlement on soft clay soils.

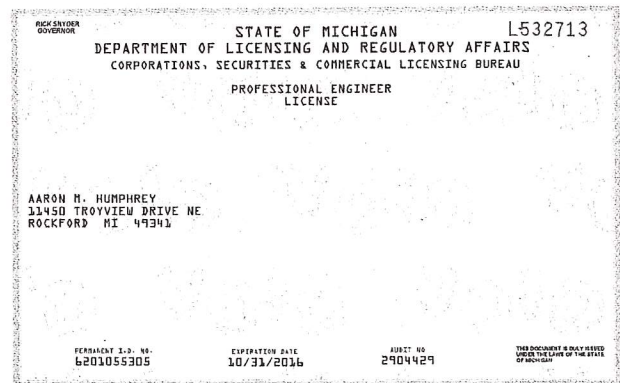
US Army Corps of Engineers - Detroit District, Menomonee River and Underwood Creek, Milwaukee, Wisconsin. Project manager and geotechnical engineer for subsurface exploration, development of laboratory testing program, and providing recommendations for soil properties to be used during design of retaining walls to replace concrete lined channel in city of Milwaukee due to environmental and water resource concerns.

US Army Corps of Engineers - Detroit District, Milwaukee River Western Oxbow Slope Failure, Milwaukee, Wisconsin. Project manager and geotechnical engineer for subsurface exploration, development of laboratory testing program, and providing recommendations for soil properties to be used during design to repair failing slope.

Consumers Energy Company - Triennial Ash Dike Risk Assessment, Michigan Project Manager and lead geotechnical engineer for Ash Dike Risk Assessment Inspections and risk reduction recommendations at five ash impoundment facilities as follow up to Ash Dike Risk Assessment and PFMA sessions.

Consumers Energy Company - Ash Dike Risk Assessment, Michigan Project Engineer for Ash Dike Risk Assessment at J.H. Campbell and B.C. Cobb facilities, responsible for Probable Failure Modes Analysis and site inspections as part of the ash dike risk assessment project.

US Army Corps of Engineer - Detroit District, Fort Wayne Deficiency Study, Fort Wayne Indiana. Project Lead Geotechnical Engineer and Project Manager responsible for performance of slope stability deficiency study as follow up to periodic inspections. Project includes reanalysis of slope stability sections to evaluate original design and rapid drawdown slope stability.



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

AECOM has established that cost savings are best realized by utilizing sound engineering judgement when designing subsurface investigations, by performing our field activities safely and efficiently, and by providing our clients with useful data. AECOM routinely interacts with our clients, and their structural engineers and architects to fully understand the elements of planned developments. This understanding is then incorporated into our investigation program of borings (strategic placement of the borings, advanced to appropriate depths) and laboratory soil testing to maximize our data gathering efforts. Sound data obtained from proper locations will typically result in a better foundation design (minimizing the likelihood of oversized foundation systems) and occurrences of unexpectedly encountering unsuitable subsurface conditions. The investigation programs and data analyses implemented by AECOM has saved our clients time and money associated with construction delays from unexpected subsurface conditions and by allowing for the design of structurally and economically sound foundation systems.

G. The Respondent must provide evidence of accreditation by a nationally recognized authority.

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

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

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

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

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

J. Provide copies of latest AMRL inspection report and latest CCRL inspection report.

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



2. KEY PERSONNEL & APPLICABLE LICENSES

A and B. Demonstrate the ability and strengths of personnel and staffing to be dedicated to the services requested. Provide resumes of key personnel.

Resumes of key staff immediately follow.



MARK Z. WAXALI

Project Manager

FIRM

AECOM

YEARS OF EXPERIENCE

With AECOM: 3

With other firms: 26

EDUCATION

BA.Sc, Geotechnical Engineering, University of Toronto, 1985

REGISTRATIONS

Professional Engineer, Illinois, Wisconsin

Mr. Waxali has over 29 years of experience with responsibilities for developing and managing geotechnical investigations, site characterizations, and cost effective environmental strategies for public and private sector clients. His extensive experience includes developing approaches/programs for environmental management and remediation. He has extensive experience in the completion and management of: Geotechnical investigations, MGP site remediation, sediment characterizations, geologic/ hydrogeologic investigations and Phase II Environmental Site Assessments.

Mr. Waxali serves as a senior project manager and lead design engineer on civil and geotechnical engineering aspects of site development, and remediation projects. Mr. Waxali prepares design documents including technical specifications, drawings, workplans, and reports of findings that address information/recommendations relevant to that project. Mr. Waxali also develops cost estimates for closure, post-closure care, construction, and procurement. These projects are typically associated with the following regulatory programs: RCRA, CERCLA Superfund, Illinois LUST, and Illinois SRP.

Relevant Experience

Elgin O'Hare Western Access Tollway (I-390), New construction from Arlington Heights Road to Lively Boulevard, DuPage County, Illinois. (July 2013 – December 2014). This project involved the design of approximately 1.6 miles of new 6 lane expressway, seven (7) bridges, six (6) retaining walls, two (2) compensatory storage facilities, four (4) detention ponds, enclosed and open drainage systems, three (3) toll plazas, roadway lighting, corridor-wide ITS equipment, new frontage roads, improvements to six (6) local roads and associated intersections to include four (4) signalized intersections, corridor-wide signal interconnection, and roadway appurtenances. Mr. Waxali served as the lead Geotechnical Engineering Coordinator responsible for providing oversight of work performed by the Geotechnical Consultant contracted to prepare geotechnical reports for the associated design. He prepared a Geotechnical Investigation Work Plan for subsurface investigative work that was to be performed in sensitive wetland areas. This plan was subsequently reviewed and approved by DuPage County Department of Environmental Concerns.

City of Chicago – Public Building Commission, Chicago, IL (November 2013 to February 2014). Project involved the construction of an addition to an existing elementary school. The addition will be a slab-on-grade, three story structure. Mr. Waxali served as the Geotechnical Engineer of record for investigation and was the primary author of the report. The investigation consisted of surveying and advancing of 12 borings, and performing percolation tests. The report included descriptions of the work performed, results of field and laboratory tests, and recommendations that were subsequently used by the project's structural engineers for the design and installation of foundation elements for the planned building. Recommendations included allowable bearing capacities and settlement estimates for the planned loading conditions associated with the development. Results of the percolation tests were used to provide recommendations for the design of stormwater management features (drainage swales, rain gardens, etc.)

Globetrotters Group and Illinois Department of Transportation, Bellwood and Melrose Park, IL (April to September 2013). Project involves the construction of an above grade crossing (bridge) on 25th Avenue. The bridge will allow for uninterrupted vehicular traffic flow over multiple rail lines

near the location of a rail yard. Construction on this project was initiated in January of 2015. Mr. Waxali was the project manager of a geotechnical investigation that consisted of completing 22 soil borings, collection of soil samples for geotechnical testing and chemical analyses, pressuremeter tests at multiple locations and Global Stability Analyses for planned retaining and Mechanically Stabilized Earth (MSE) walls. Mr. Waxali was the primary author of the report and he also prepared Special Provisions for inclusion in the project specifications that defined soil management requirements for specific portions of the roadway alignment and for the use of a lightweight fill for the construction of the MSE wall.

Commonwealth Edison, Waukegan, IL (December 2012 – June 2013). Project involved the installation of buildings and transmission towers associated with the construction of an electrical substation. Mr. Waxali served as the lead Geotechnical Engineer responsible for the implementation of a subsurface investigation plan and was the primary author of the geotechnical report which presented information from the field investigation, data generated during laboratory testing and recommendation of foundation types, bearing capacities and anticipated settlement.

Commonwealth Edison, Algonquin Tap Transmission Line corridor in Kane and McHenry Counties, IL (April 2013 – June 2013). Project involved the installation of 5.5 mile transmission line corridor and associated towers. Mr. Waxali served as the lead Geotechnical Engineer responsible for the implementation of a subsurface investigation plan and was the primary author of the geotechnical report which presented information from the field investigation, data generated during laboratory testing and provide the necessary inputs to be used by the foundation design consultant.

Confidential Client, Downers Grove, Illinois (November 2011 to March 2012). Performed physical (geotechnical) characterizations of sediment and underlying soil at two municipally owned storm water retention areas. Work was performed to determine dredging parameters and establish reuse potential of the dredged sediment and soil.

Confidential Client, Lombard, Illinois (July 2010 to June 2012). Performed geotechnical investigation, inspections and material testing services for this project which involved the development of a 5+ acre property and the construction of a 40,000 square foot community center. Assisted client with review of contract documents (Change Orders submitted by the GC) and provided technical guidance for construction related activities such as cold weather construction.

Metropolitan Water Reclamation District – Deep Tunnel Project, Chicago, Illinois (December 2010 to February 2011). Served as a crew leader/crew manager responsible for documenting the location and orientation of water-bearing fractures in bedrock observed on the wall of the previously drilled 22-foot diameter tunnel. Directed crew in drilling of injection and relief holes necessary to pressure grout and seal these fissures. Identified locations in previously installed concrete tunnel liner where the liner was deficient and groundwater was leaking into tunnel. Directed crew in repairing these deficiencies.

1847 LaSalle, LLC, Naperville, Illinois (January 2009 to 2010). Provided geotechnical consulting, material testing and inspection services for this project which involves property development and construction of a 20,000 square foot community center. Reports are routinely submitted to the client and the City of Naperville.



Cut on Dotted Line >



JEREMY M. THOMAS

Geotechnical Engineer

FIRM

AECOM

YEARS OF EXPERIENCE

With AECOM: 9

With other firms: 1

EDUCATION

BS - Civil Engineering, University of Wisconsin, Platteville, 2003

MS - Civil Engineering, University of California, Davis, 2006

REGISTRATIONS

Professional Engineer, Alabama, Illinois, District of Columbia, Louisiana, Minnesota, Washington, Wisconsin

Professional Engineer (Civil), California

AFFILIATIONS

American Society of Civil Engineers-

Mr. Thomas is a geotechnical engineer in the Oshkosh office. He has been the lead geotechnical engineer on projects ranging from slope stabilizations to foundations for high-rise buildings. Mr. Thomas is also the project manager for many projects ranging from multi-disciplinary design projects to construction materials testing.

Relevant Experience

City of Indianapolis Department of Public Works, Pleasant Run Deep Tunnel, Indianapolis, Indiana. Project engineer that developed and managed the field exploration program for the advanced facilities plan design phase for the deep rock tunnel project. Work included coordinating field inspectors and drill crews, planning and coordinating field testing services, and instrumentation installations. Planned and implemented the laboratory testing program for soil and rock; prepared a geotechnical data report summarizing findings for the initial phase of the project. Continued work will include the field, laboratory, and engineering services for the detailed design phase of the project.

Village of Barrington, Storm Sewer Replacement, Barrington, Illinois. During periods of high precipitation, a storm sewer running beneath a rail line in Barrington collapsed. Project engineer that replaced the storm sewer and kept the rail line in service using pipe jacking to install the new sewer. AECOM services included subsurface exploration, earth retention system design, slope stability analysis, and preparation of construction drawings and documents.

Cleveland Clinics, Liquefaction Analysis, Al Sowa Island, Abu Dhabi. Project engineer that performed liquefaction analysis for the reclaimed site based on site-specific ground motion parameters and helped to determine the location, type, and magnitude of the ground improvement for the site to mitigate the liquefaction and lateral spreading risk.

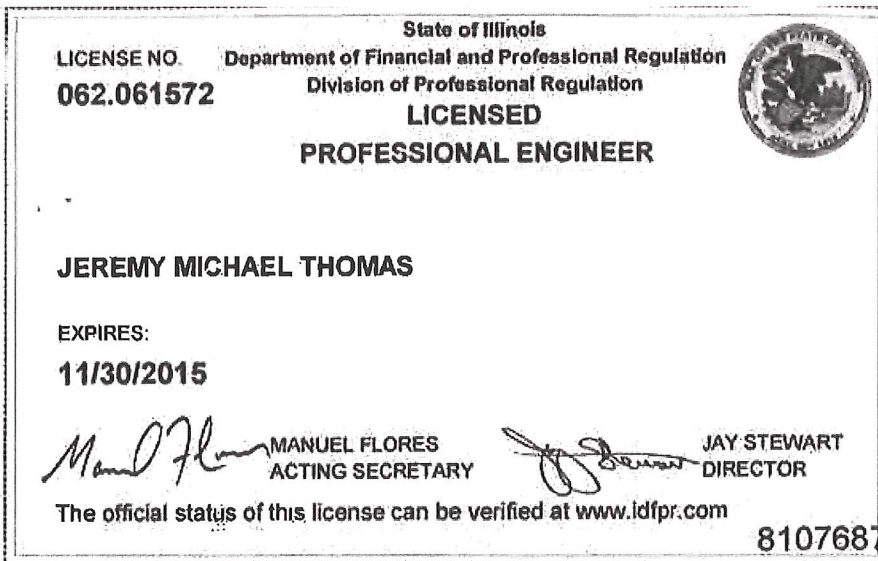
US Steel, Lakeside - 86th and Green Bay, Chicago, Illinois. Project engineer for redevelopment of the South Works plant. This former steel mill, which was built primarily on made land in Lake Michigan, will be redeveloped into a mix of residential, commercial, and institutional properties. Challenges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

Canadian National and Canadian Pacific Railroads, Various Railroad Bridge Replacements, Various Locations, . Assistant project engineer that provided recommendations for foundation design for rail bridge replacements in Wisconsin, Illinois, Michigan, and Kentucky. Slope stability analysis and

settlement analyses were completed as necessary for some projects.

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

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



**THEODORE D. BUSHELL**
Principal Geotechnical Engineer**FIRM**

AECOM

YEARS OF EXPERIENCE

With AECOM: 38

With other firms: 2

EDUCATION

BS - Civil Engineering, University of Illinois, Urbana-Champaign, 1975

MS - Civil Engineering, Northwestern University, 1978

REGISTRATIONS

Professional Engineer, Indiana, Pennsylvania, Ohio, Michigan, Illinois

AFFILIATIONS

American Society of Civil Engineers

International Society of Soil Mechanics and Geotechnical Engineering

Society of American Military Engineers

American Council of Engineering Companies

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Mr. Bushell is a project leader for numerous complex geotechnical engineering projects. He has been responsible for major geotechnical evaluations involving analysis and design of dams, reservoirs, landfills, excavations, deep and shallow foundations, slope stabilization, pavements, ground improvement, retaining structures, shoeline stabilization, and levees..

Relevant Experience**Experience**

US Army Corps of Engineers, Lake Michigan Shoreline Reconstruction, Chicago, Illinois. Geotechnical engineering evaluations for major Lake Michigan shoreline reconstruction including I-55 to 30th Street, 33rd to 37th Street, 54th to 57th Street and Montrose Harbor. All work performed in accordance with the US Army Corps of Engineers and city of Chicago guidelines. Slope stability, pile capacity and seepage, settlement, and soil-structure interaction analysis were performed. Construction plans and specifications were prepared in coordination with civil, coastal, and structural engineering team members. \$70 million construction cost.

New York City Department of Buildings, High Risk Construction Oversight, New York, New York. Principal Engineer for HRCO Excavations project for the NYCDOB in New York City. The entire study focused on the three highest risk construction operations cranes and hoists, excavations and concrete in an effort to improve safety and regulation. The study was conducted across all five boroughs of New York. The excavations part of the study focused on the Special Enforcement Unit for Excavations. During this study, 74 active excavations sites were inspected and 68 sets of excavation drawings were reviewed. The study resulted in recommendations to the DOB for improvements in excavations plan reviews, surveys of adjacent properties, sheeting, shoring and bracing and underpinning practices. The study report included technical guidelines for design of earth retention and underpinning systems. .



Fermi National Accelerator Laboratory, Fermilab Long Baseline Neutrino Experiment MI-10 Shallow, Batavia, Illinois. Principal geotechnical engineer for the foundation and settlement evaluation for the proposed MI-10 shallow alternative for the LBNE structure at Fermilab. This study involved updating a previous alternative for this same project. Numerical (Finite Element) modeling was performed to predict movements for the LBNE structure as well as the adjacent main injector and MINI BooNE structures.

Smith Group, Inc., Advanced Protein Crystallization Facility, Lemont, Illinois. Principal geotechnical engineer for the new APCF located at the Argonne National Laboratory. The APCF will be a state of the art bioscience laboratory with office and

support space. Field exploration and laboratory testing was performed to characterize the subsurface conditions. Geotechnical analysis and recommendations provided for design of shallow foundations.

HDR, Inc., Energy Sciences Building, Lemont, Illinois. Principal engineering reviewer for the geotechnical engineering services for the proposed ESB at Argonne National Laboratory in Lemont, Illinois. The proposed three-story structure will house laboratories and be connected to Building 223. A soil boring investigation and laboratory testing were performed to characterize the subsurface conditions. Shallow foundations accompanied by conventional earthwork, drilled pier foundation and aggregate pier foundation alternatives were provided for the support of the structure. Subgrade preparation recommendations for grade slabs as well as site paving were developed.

University of Chicago, South Campus Dining Hall and Residence Facility, Chicago, Illinois. Principal geotechnical engineer for the subsurface exploration and geotechnical engineering evaluation of this new campus facility. Both hardpan caissons and shallow footing foundations were recommended for support of the high-rise and low-rise structures, respectively.

State of Illinois	
LICENSE NO.	Department of Financial and Professional Regulation Division of Professional Regulation
062.037889	LICENSED PROFESSIONAL ENGINEER
THEODORE D BUSHELL	
EXPIRES:	
11/30/2015	
 MANUEL FLORES ACTING SECRETARY	 JAY STEWART DIRECTOR
The official status of this license can be verified at www.idfpr.com	
8047531	

JEROME VON HATTEN

Senior Geotechnical Principal

FIRM
AECOM

AREAS OF EXPERTISE
Geotechnical Investigation
Landfill Design
Geosynthetics
Waste Stabilization

YEARS OF EXPERIENCE
With AECOM (formerly URS): 36 Years

EDUCATION
BS/Civil Engineering/Illinois Institute of Technology/1996
AS/Architecture/Southern Illinois University/1974

REGISTRATION/CERTIFICATIONS
OSHA 40-Hours Health & Safety Training

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Mr. Von Hatten has extensive experience in geotechnical and environmental field exploration, landfill design, geosynthetics, grouting, in-situ testing, and instrumentation installation and environmental monitoring.

He has extensive experience in landfill design and closure of RCRA and CERCLA waste facilities. These activities included, landfill cover design, waste solidification and cement-bentonite grouting, perimeter waste containment via slurry and jet grouting wall, and construction of a RCRA and non-RCRA covers which consist of various geosynthetics and a soil cover

Relevant Experience

Confidential client – Closure of Two Hazardous and Two Non-Hazardous Waste landfills. Mr. Von Hatten is the Project Manager/engineer for the closure of four landfills at an industrial facility in northwest Indiana. He was responsible for the geotechnical investigations, preparation of Landfill Closure Plans, assisted with the negotiations with the regulatory agencies, designed the covers, prepared the technical specifications, reviewed the bids and assisted with selection of the contractor. To date, two of the landfills have been closed and received closure acceptance certification by the state agency. The two remaining landfills, one of which requires waste stabilization will be completed in 2015.

Illinois Department of Transportation, McCook Illinois (Joliet Road). Mr. Von Hatten served as the Project Engineer on a geotechnical investigation of pavement failure and underlying bedrock stability. He managed the installation of geotechnical instrumentation and the field monitoring activities. Geotechnical monitoring included soil borings and rock corings, test pits, bedrock joint mapping, slope inclinometers, seismometers, manual and electronic joining/crack meters, video inspection of boreholes into bedrock, piezometers, and survey of vertical and horizontal surface movements.

Confidential client – Jet Grout Wall and Amour Stone/Tie-back Support System and Sub Aqueous Cap. Mr. Von Hatten was the Project Manager and lead design engineer during the installation of a jet grout containment wall along an existing steel sheet pile wall at Vessel Slip located along the Lake Michigan shoreline in Indiana. During installation of the grout wall, a section of the existing sheet pile wall moved several feet at its toe which was supported by sediments and soft lake clays. URS terminated the grouting activities and provided a design to stabilize the sheet pile that included an amour stone wedge with additional tie-backs. Included in the amour stone design was a sub-aqueous cap consisting of layers of Organo-clay mat to minimize the release of product contained within the sediments. Mr. Von Hatten led the design of the wedge and tie-back stabilizing system, sub-aqueous cap, and provided construction management services for the preparation of the bid document and construction of the system. The existing sheet pile wall was stabilized with the amour stone wedge and tie-back system and the jet grout wall was completed. Monitoring of the area confirmed the sheet-pile wall has not shown additional movement and release of product to the

lakes surface has not been observed in the area where the sub-aqueous cap has been installed.

Meacham Grove Dam, Seepage Investigation, DuPage County. Mr. Von Hatten was responsible for the coordination of all field activities during the subsurface investigation of the existing dam, and assisted in the design and construction monitoring of the concrete overflow spillway and energy dissipater.

Phase I thru III Geotechnical Investigations, General Parking, Chicago, Illinois. Mr. Von Hatten was responsible for the coordination of all field activities during the subsurface investigations for a 12 story parking structure. The investigation required interacting with the developer, utility companies and demolition contractor during the initial phases of work. Borings were performed to depths greater than 100 ft and included the installation of piezometers for monitoring water pressures that are a critical part of the foundation design.

Crisenberry Dam, Seepage/Stability Investigation, Murphyboro, Illinois. Mr. Von Hatten was responsible for the coordination of all field activities during the subsurface investigation of the existing dam. He assisted in the monitoring of all investigation activities that included the advancement of 12 borings along the downstream slope of a 140 foot high earth filled dam. Piezometers were installed in several of the borings for determining the change in hydraulic head.

Fawell Dam, Cutoff Construction and Fill Placement, DuPage County. Responsible for monitoring the construction of the dam cut-off wall, and fill placement activities adjacent to the roller compacted concrete dam.

Ispat Inland, East Chicago, Indiana, New Waste Water Basin and Solidification of Existing Waste Water Basin. Mr. Von Hatten was the project manager, lead design engineer, and construction manager for a new waste water basin and closure of an existing basin via solidification techniques. This work consisted of interacting with the client for selecting a cost-effective design within a limited area. A unique feature of this project was the use of the existing solidified basin as part of the new waste water new basin. He managed the project team through all design phases, which included: site layout, proposed storage volumes, basin design, slope stability analysis, bench scale testing of the waste/reagents for solidification, preparation of the engineers cost estimate, and development of the

construction documents. During the construction phases Mr. Von Hatten lead the pre-bid meeting, and was the on-site construction manager during all phases of construction.

NOTE: Mr. Von Hatten is not licensed.



ANDREW WILDING

Project Geotechnical Engineer

AREAS OF EXPERTISE

Geotechnical Analysis/Engineering
Subsurface Investigations

YEARS OF EXPERIENCE

With AECOM (formerly URS): 10 Years
With Other Firms: 0 Years

EDUCATION

B.S. |2002 | Geological Engineering
University of Missouri – Rolla
M.S. | 2008 | Civil Engineering (Geotechnical Emphasis)
Missouri University of Science & Technology

REGISTRATIONS/CERTIFICATIONS

Professional Engineer
MO/2009
Professional Engineer
IL/2014
Professional Engineer
IN/2014

Mr. Andrew Wilding has had experience with geotechnical engineering projects through his education and subsequent employment at URS. Andrew has participated in geotechnical investigations, and geotechnical engineering analyses and design, with specific emphasis on geotechnical slope stability.

Relevant Experience

Senior Geotechnical Engineer | Seepage and Slope Stability Analysis of Existing Reservoir Embankments, IN | Confidential Client | 2014: Performed seepage and slope stability analyses to analyze current factors of safety of previously constructed reservoir embankments. Over 150 separate analyses were completed for nine stability cross-sections. Both static and seismic cases were analyzed with various water levels and potential modes of failure. Additionally, performed liquefaction analyses based on SPT and CPT data for reservoir embankments.

Senior Geotechnical Engineer | Levee Safety Action Classifications for Multiple Levee Systems, Merced, CA | U.S. Army Corps of Engineers – Sacramento District | 2014: Developed levee system safety classification recommendations for four levee systems near Merced, CA. Project responsibilities included performing site visits as well as reviewing historical documents, recent periodic levee inspections, and recent geological and geotechnical reports, to develop recommended safety ratings for the USACE.

Senior Geotechnical Engineer | The New NY Bridge (Tappan Zee Hudson River Bridge), Rockland and Westchester Counties, NY | New York State Thruway Authority |2013: Senior Geotechnical Engineer for D/B team for construction of the 3-mile, replacement Tappan Zee bridge, connecting Rockland and Westchester counties in New York. Bridge is founded on a combination of end-bearing and friction pipe piles up to 6 ft in diameter, driven up to 330 ft deep. The \$3.1 billion project also involved numerous retaining walls, overhead signage, and miscellaneous structures. URS performed portions of the geotechnical design and performed independent analyses to verify the design by a second geotechnical firm. Performed analyses including settlement of bridge piers and shallow foundations, pile design in compression and tension, lateral pile deflection analyses, slope stability, and reduction of pile driving and load test data.

Senior Geotechnical Engineer | Tender Design - I-65 Bridge over the Ohio River, Louisville, KY (Ohio River Bridges Project-Downtown Segment) 2012: Assisted with geotechnical analyses for the tender design of a new 1900 ft. long cable-stayed bridge over the Ohio River. Foundation design consisted of high capacity 8 ft. diameter rock socketed

drilled shafts up to 100 ft. long in the river. Also performed geotechnical analyses for the Indiana and Kentucky interchanges at either end of the bridge, including slope stability analyses, pile design and settlement analyses. This \$1 billion project is being developed as public-private partnership to serve the greater Louisville area.

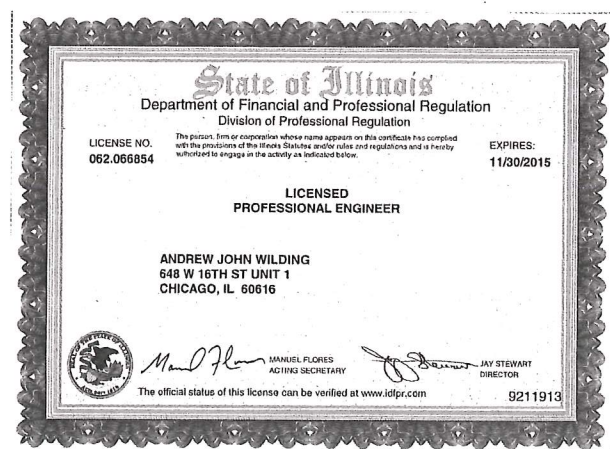
Senior Geotechnical Engineer | Impoundment Facility Inspections, AL | Confidential Client | 2012-2013: Performed inspection of multiple water reservoirs and impoundment facilities at an electrical power producer as part of a four-person team. Scope of work included identifying any deficiencies that could be indicative of potential geotechnical hazards.

Senior Geotechnical Engineer | Seepage and Slope Stability Analysis of Existing Reservoir Embankments, KY | Confidential Client | 2012: Performed seepage and slope stability analyses to analyze current factors of safety of previously constructed embankments. Embankments had recently changed ownership and new owner wanted to assess the current state of stability, partially due to historic stability issues. Both static and seismic cases were analyzed.

Senior Geotechnical Engineer | 17th St. Canal Levee and Floodwall Improvements New Orleans, LA | 2011: Performed geotechnical analyses to design strengthening for approximately 2 miles of levee along the 17th St. Canal located within the City of New Orleans. During Hurricane Katrina, a levee along this canal breached causing widespread damage. URS was selected by the USACE to design the improvements to these levees to accommodate a safe operating level of elevation 8. Jet grouting was selected due to the very poor soil conditions and short schedule. Jet grouting to create shear panels will be done on levees on both sides of the canal. The design was completed using conventional methods and checked by finite element modeling.

Senior Geotechnical Engineer | Lower Santa Ana River – Reach 9, Phase 2A Slope and Riverbank Protection | 2011: Performed geotechnical analyses to design slope and riverbank protection for a 3000 ft stretch of the Santa Ana River near Corona, CA. URS was selected by the USACE to design the bank protection for increased outflow from an upstream reservoir. Slope and riverbank protection consisted of sheetpiling and grouted stone slopes in areas of limited access and with difficult installation restrictions.

The design was completed using conventional methods for slope stability, sheet pile design, settlement and liquefaction analyses. Project duties also included design of field and laboratory investigations and report generation.





AARON HUMPHREY
Geotechnical Engineer

FIRM

AECOM

EDUCATION

BS, Civil Engineering, Purdue University, 2000
 MS, Civil Engineering (Geotechnical specialization),
 Purdue University, 2001

REGISTRATIONS

Professional Engineer, Indiana, Pennsylvania, and
 Michigan

YEARS OF EXPERIENCE

With AECOM: 7
 With Other Firms: 6

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
 Association of State Dam Safety Officials

TRAINING

OSHA HAZWOPER 40-Hour Training
 OSHA 10-Hour Construction Safety Training
 OSHA HAZWOPER 8-Hour Refresher Training
 OSHA 30-Hour Construction Outreach Training
 Subsurface Investigation Specialist

Mr. Humphrey is a geotechnical engineer proficient in slope stabilization, excavation support, foundation design, dam inspections, and levee inspection and design..

Relevant Experience

US Army Corps of Engineers - Little Calumet River Flood Protection, Gary, Indiana. Project manager and lead geotechnical engineer for evaluation of site for proposed flood protection system including levees, floodwalls, gatewells, and pump stations. Performed field investigations and provided geotechnical engineering parameters for the design of the proposed flood protection system.

US Army Corps of Engineers - Des Plaines II Feasibility Study, Chicago, Illinois. Project manager and lead geotechnical engineer for feasibility study to expand flood protection along the Des Plaines River in Cook and Lake counties by means of road raises, new levees, new floodwalls, and dam removals. Activities included subsurface exploration, laboratory testing, development of parameters for geotechnical design, and research to evaluate data sources throughout potential project route.

US Army Corps of Engineers - Des Plaines II DPLV04, DPLV05, DPLV09 Geotechnical Investigation, Chicago, Illinois. Project manager and lead geotechnical engineer for three geotechnical site evaluation studies to expand flood protection along the Des Plaines River in Cook and Lake Counties by means of new levees, road raises, new levees, new floodwalls, and dam removals. Activities included subsurface exploration, laboratory testing, and development of parameters for geotechnical design.

US Army Corps of Engineers - Chicago District, Lyons Levee Evaluation, Lyons, Illinois. Project manager and lead geotechnical engineer for subsurface exploration, laboratory testing, development of parameters for geotechnical design, and research to evaluate repair options for deteriorated levee.

US Army Corps of Engineers - McCook Instrumentation, LaGrange, Illinois. Project Manager and lead geotechnical engineer for performance of multiple 350-foot deep rock core borings and installation of downhole instrumentation including vibrating wire piezometers, time domain reflectometer cables, and in-place inclinometers. Project also included development of ADAS system for remote monitoring and data logging.

Metropolitan Water Reclamation District – Lyons Levee Rehabilitation, Lyons, Illinois. Lead geotechnical engineer for design of rehabilitation of outdated and unmaintained levee including development of temporary measures to improve levee integrity during design and permitting period (ongoing).

Fletcher Jones Motorcars - Elston Service Facility, Chicago, Illinois. Project manager and lead engineer for design of belled caissons for six story structure in downtown Chicago. Project utilized pressuremeter testing to increase caisson bearing capacity above code limited values. Project featured extensive reuse of available on-site crushed concrete for site preparation and filling due to thick deposits of unsuitable urban fill.

Evan's Scholarship House, Evanston, Illinois. Project Manager providing geotechnical engineering recommendations based on pressuremeter testing results for placing additional loads on existing foundations from the early 1900s.

Harley Davidson Facility, Chicago, Illinois. Project manager and lead engineer for design of one story structure using utilizing shallow foundations on soft clay soils. Pressuremeter testing used to increase allowable bearing capacity while limiting settlement on soft clay soils.

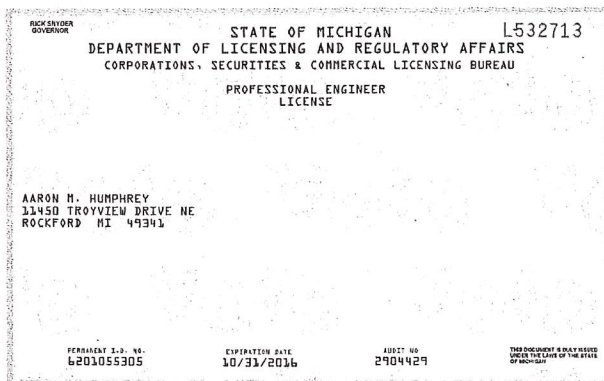
US Army Corps of Engineers - Detroit District, Menomonee River and Underwood Creek, Milwaukee, Wisconsin. Project manager and geotechnical engineer for subsurface exploration, development of laboratory testing program, and providing recommendations for soil properties to be used during design of retaining walls to replace concrete lined channel in city of Milwaukee due to environmental and water resource concerns.

US Army Corps of Engineers - Detroit District, Milwaukee River Western Oxbow Slope Failure, Milwaukee, Wisconsin. Project manager and geotechnical engineer for subsurface exploration, development of laboratory testing program, and providing recommendations for soil properties to be used during design to repair failing slope.

Consumers Energy Company - Triennial Ash Dike Risk Assessment, Michigan Project Manager and lead geotechnical engineer for Ash Dike Risk Assessment Inspections and risk reduction recommendations at five ash impoundment facilities as follow up to Ash Dike Risk Assessment and PFMA sessions.

Consumers Energy Company - Ash Dike Risk Assessment, Michigan Project Engineer for Ash Dike Risk Assessment at J.H. Campbell and B.C. Cobb facilities, responsible for Probable Failure Modes Analysis and site inspections as part of the ash dike risk assessment project.

US Army Corps of Engineer - Detroit District, Fort Wayne Deficiency Study, Fort Wayne Indiana. Project Lead Geotechnical Engineer and Project Manager responsible for performance of slope stability deficiency study as follow up to periodic inspections. Project includes reanalysis of slope stability sections to evaluate original design and rapid drawdown slope stability.



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

Resumes have been provided for:

Mark Waxali: With current firm for 3 years

Jeremy Thomas: With current firm for 9 years

Theodore Bushell: With current firm for 38 years

Jerome Von Hatten: With AECOM (formerly URS) for 36 years

Andrew Wilding: With AECOM (formerly URS) for 10 years


Aaron Humphrey: With current firm for 10 years

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



Cut on Dotted Line ➤

State of Illinois
Department of Financial and Professional Regulation
Division of Professional Regulation
LICENSE NO. 062.061572
LICENSED PROFESSIONAL ENGINEER



JEREMY MICHAEL THOMAS


EXPIRES:
11/30/2015

Manuel Flores MANUEL FLORES ACTING SECRETARY
Jay Stewart JAY STEWART DIRECTOR

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

8107687

State of Illinois
Department of Financial and Professional Regulation
Division of Professional Regulation
LICENSE NO. 062.037889
LICENSED PROFESSIONAL ENGINEER



THEODORE D BUSHELL

EXPIRES:
11/30/2015

Manuel Flores MANUEL FLORES ACTING SECRETARY
Jay Stewart JAY STEWART DIRECTOR

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

8047531

State of Illinois
Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO. **062.066854** EXPIRES: **11/30/2015**

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

LICENSED PROFESSIONAL ENGINEER

ANDREW JOHN WILDING
648 W 16TH ST UNIT 1
CHICAGO, IL 60616



Manuel Flores MANUEL FLORES ACTING SECRETARY
Jay Stewart JAY STEWART DIRECTOR

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

9211913

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN L532713
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

PROFESSIONAL ENGINEER
LICENSE

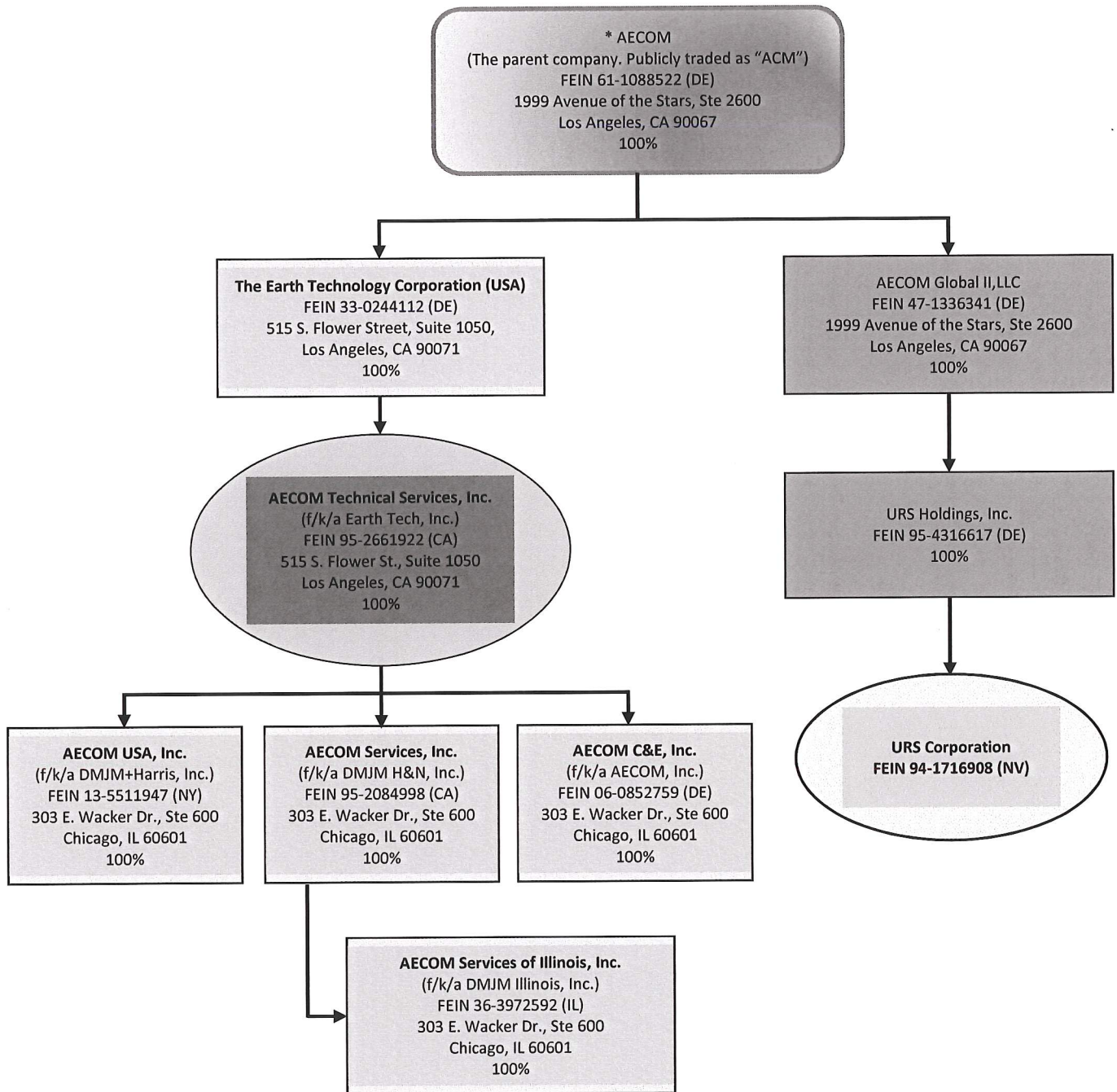
AARON M. HUMPHREY
11450 TROYVIEW DRIVE NE
ROCKFORD MI 49341

PERMANENT I.D. NO.
6201055305

EXPIRATION DATE
10/31/2016

AUDIT NO
2904429

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN



** Effective 1/5/15, AECOM Technology Corporation changed its name to AECOM.*

As of June 30, 2015, the single largest shareholder of AECOM ("ACM") is FMR LLC, a Fidelity company, which is a registered investment adviser that holds beneficially for its third party investors approximately 14.88% of ACM stock.

Wellington Management Company, LLP, ("Wellington Management") an investment advisor, holds approximately 8.07% of the shares of ACM stock. Wellington Management, in its capacity as investment advisor, may be deemed to beneficially own the shares of ACM which are held of record by clients of Wellington Management.

The Vanguard Group (“Vanguard”) holds approximately 6.48% of ACM stock and has sole power to dispose or to direct the disposition of a portion of the shares and shared power to dispose or to direct the disposition of the remaining shares.

BlackRock Inc. (“BlackRock”), a holding company, holds approximately 6.05% of ACM stock. BlackRock has sole power to dispose or to direct the disposition of all of its shares.

Neither FMR LLC, Wellington Management, Vanguard nor BlackRock participate in ACM’s day-to-day operations or policy and decision making processes. Their respective shares of ACM stock may change at any time, which will be disclosed to the U.S. Securities and Exchange Commission as public record.

**AECOM Technical Services, Inc.
Officers and Directors**

AECOM Technical Services, Inc. Board of Directors

Michael Kolloway
David Gan
Preston Hopson

AECOM Technical Services, Inc. Officers

Timothy H. Keener	Chief Executive Officer and President
Anshooman Aga	Chief Financial Officer, Treasurer and Senior Vice President
Robert S. Ledford	Chief Operating Officer
Vahid Ownjazayeri	Chief Growth Officer
Todd D. Mazza	Chief Information Officer

Robert Grim	Corporate Senior Vice President
Donna Cote	Corporate Vice President

Louis J. Armstrong	Executive Vice President
Jay Badame	Executive Vice President
Scot Bini	Executive Vice President
Stephen C. Brinigar	Executive Vice President
Brian Burgher	Executive Vice President
Ed Cettina	Executive Vice President
Sundararajan Dhamotharan	Executive Vice President
Gary A. Engle	Executive Vice President
Frank Gorry	Executive Vice President
Michael R. Just	Executive Vice President
Ira A. Levy	Executive Vice President
Ian MacLeod	Executive Vice President
Pete Marchetto	Executive Vice President
Jacinta McCann	Executive Vice President
Daniel P. McQuade	Executive Vice President
Robert J. Pell	Executive Vice President
Jane C. Penny	Executive Vice President
Loren Smith	Executive Vice President
Robert L. Sorvillo	Executive Vice President
Matthew Sutton	Executive Vice President
Frank Sweet	Executive Vice President
Kenneth M. Tyrrell	Executive Vice President
Richard P. Wolsfeld, Jr.	Executive Vice President

Brian Adams	Senior Vice President
Steve M. Aman	Senior Vice President
Paul P. Anderson	Senior Vice President
Victor Auvinen	Senior Vice President
Mark Ballard	Senior Vice President
Samara Barend	Senior Vice President
Jeffrey S. Berk	Senior Vice President
John A. Bischoff	Senior Vice President

AECOM Technical Services, Inc.
Officers and Directors

Rickey (Rick) L. Brannon, Jr.	Senior Vice President
Karl Brazauskas	Senior Vice President
Michael Brennan	Senior Vice President
Michael A. Burgess	Senior Vice President
Kenneth V. Butler	Senior Vice President
John J. Cardoni	Senior Vice President
Denise M. Casalino	Senior Vice President
Steven J. Chapin	Senior Vice President
Timothy D. Chinn	Senior Vice President
Jay Clare	Senior Vice President
Dave Clancy	Senior Vice President
Michael A. Clark	Senior Vice President
Frank Coffman	Senior Vice President
Kevin Cornish	Senior Vice President
Michelle Council	Senior Vice President
Matthew Cummings	Senior Vice President
Joseph A. Curreri	Senior Vice President
Robert M. Czarnecki	Senior Vice President
Greg Deaver	Senior Vice President
Charles David Dickey, Jr.	Senior Vice President
Daniel W. Donahue	Senior Vice President
Leonard Dorr	Senior Vice President
Shelby G. Eckols	Senior Vice President
Scott K. Edelman	Senior Vice President
Robert Edelstein	Senior Vice President
F. Ross Edwards	Senior Vice President
David A. Ellerbroek	Senior Vice President
Stephen Engblom	Senior Vice President
Daniel G. Faust	Senior Vice President
Joel B. Farrier	Senior Vice President
Cuneyt Feizoulof	Senior Vice President
Herbert Fry	Senior Vice President
Kenneth Fredrickson	Senior Vice President
C. Steve Garrett	Senior Vice President
Cheryl Giggetts	Senior Vice President
Elise R. Greenspan	Senior Vice President/Assistant Secretary
Adbol Haghayeghi	Senior Vice President
Michael Handelman	Senior Vice President
Elliott A. (Al) Hannum	Senior Vice President
Judy Herman	Senior Vice President/Assistant Secretary
Bill Hjelholt	Senior Vice President
J. Scott Hodge	Senior Vice President
Richard Hope	Senior Vice President
Darcy Immerman	Senior Vice President
Steven T. Johnson	Senior Vice President

AECOM Technical Services, Inc.
Officers and Directors

Christopher Kane	Senior Vice President/Assistant Secretary
James J. Kang	Senior Vice President
Glen T. Kartalis	Senior Vice President
Deborah S. Klem	Senior Vice President
Bruce Koenig	Senior Vice President
Siamak Kusha	Senior Vice President
Keith G. Landry	Senior Vice President
John M. Lannon	Senior Vice President
Robert W. Leonetti	Senior Vice President
Roger S. Lichtman	Senior Vice President
James K. Lowe	Senior Vice President/Assistant Secretary
Charles Manning	Senior Vice President
Diana C. Mendes	Senior Vice President
Thomas Mertens	Senior Vice President
Marilyn Miller	Senior Vice President
Rudolph Mina	Senior Vice President
James W. Mitchell	Senior Vice President
Mark S. Morris	Senior Vice President
Joseph G. Moss, Jr.	Senior Vice President
Bruce Moulds	Senior Vice President
Stephan Nalefski	Senior Vice President
John Nagy	Senior Vice President
Jack Norris	Senior Vice President
Bijan Pashanamaei	Senior Vice President
Euford Steven Pearson	Senior Vice President
Olga Perkovic	Senior Vice President
David W. Pino	Senior Vice President
David L. Pleau	Senior Vice President
Stephen J. Polechronis	Senior Vice President
Frank Pollare	Senior Vice President
Paul Praylo	Senior Vice President
Natalia (Natasha) Raykhman	Senior Vice President
Robert Rittmeyer	Senior Vice President
John W. Robinett	Senior Vice President
Terry Rookard	Senior Vice President
Heather C. Royston	Senior Vice President
Russel P. Rudden	Senior Vice President
Paul F. Ryan	Senior Vice President
Maynard Dale Sands	Senior Vice President
Abbas Sarmad	Senior Vice President
Edward J. Schmeltz	Senior Vice President
Todd G. Schwendeman	Senior Vice President
Steve Scott	Senior Vice President
Richard Simon	Senior Vice President
Steve Sowder	Senior Vice President
John F. Spencer	Senior Vice President

AECOM Technical Services, Inc.
Officers and Directors

John Spyhalski	Senior Vice President
Rod Staponski	Senior Vice President
Michael D. Steer	Senior Vice President
Kevin Stubblebine	Senior Vice President/Assistant Secretary
Louis A. Tucciarone	Senior Vice President
Kenneth E. Vinson	Senior Vice President
Jekabs P. Vittands	Senior Vice President
Robert A. Waitkus	Senior Vice President
John B. Waldron	Senior Vice President
Christopher O. Ward	Senior Vice President
Robert B. Ward	Senior Vice President
Ross Wimer	Senior Vice President
Carol F. Brandenburg-Smith	Assistant Secretary
Howard Cohen	Associate Vice President/Assistant Secretary
Andrew Dopheide	Assistant Secretary
Aren Fairchild	Vice President/Secretary
Scott Hillman	Assistant Secretary
Chris Karpathy	Vice President/Assistant Secretary
Jon Mahoney	Vice President/Assistant Secretary
Robert Orlin	Vice President/Assistant Secretary
Jamie Peterson	Assistant Secretary
Sarah Sabunas	Assistant Secretary

Entity Name: The Earth Technology Corporation (USA)

Name	Title	Title Role
Gan, David Y.	Director	Director
Kolloway, Michael R.	Director	Director
Rudd, William Troy	Director	Director
Burke, Michael S.	President	Officer
Kolloway, Michael R.	Secretary	Officer
Rudd, William Troy	Treasurer	Officer

Entity Name: AECOM

Name	Title	Title Role
Fordyce, James H.	Director	Director
Frist, William D.	Director	Director
Griego, Linda	Director	Director
Joos, David W.	Director	Director
Ouchi, William G	Director	Director
Routs, Robert J.	Director	Director
Rutledge, William P.	Director	Director
Schmitz, Clarence T.	Director	Director
Stotlar, Douglas W.	Director	Director
Wolfenbarger, Janet Carol	Director	Director
Burke, Michael S.	Chairman of the Board	Director
Dionisio, John M.	Chairman Emeritus	Director
Tishman, Daniel	Vice Chairman	Director
Burke, Michael S.	Chief Executive Officer	Officer
Ching, Christina	Corporate Secretary	Officer
Christofferson, Carla J.	Executive Vice President, General Counsel	Officer
Donnelly, Michael J.	Group President, End Markets	Officer
Finch, Mary E.	Executive Vice President, Chief Human Resources Officer	Officer
Kadenacy, Stephen M.	President and Chief Financial Officer	Officer
McQuade, Daniel P.	Group President, Building Construction	Officer
Osborne, Ronald E.	Senior Vice President, Controller	Officer
Rudd, William Troy	Executive Vice President/Chief Financial Officer	Officer
Werner, Frederick W.	Group President, Design and Consulting Services	Officer
Wotring, Randall A.	Group President, Management Services	Officer

EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT A
LEGAL ACTION

Firm Name: AECOM Technical Services, 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"/>	X
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?	X	<input 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_____.	X	<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?	X	<input 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?	X	<input 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"/>	X
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	X
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"/>	X
Has the firm or venture ever failed to complete any work awarded to it?	X	<input type="checkbox"/>

AECOM Technical Services, Inc.'s response to Exhibit A Legal Action

AECOM Technical Services, Inc. (hereinafter referred to as "ATS") provides the following response with respect to the questions presented in Exhibit A, Legal Action noted below:

1. **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?**
 - *ATS is a large design, engineering, planning and related professional services company that executes thousands of projects annually. As with any large service company, from time to time, ATS is involved in claims, litigation and arbitration proceedings. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution. None of our current litigation could reasonably be expected to have a material adverse effect on ATS or its ability to perform under the Contract contemplated by the proposal.*
2. **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.**
 - *See response to item #1 above for explanation. The dollar amounts cannot be provided at this time as the company does not specifically track the information requested.*
3. **Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?**
 - *See response to item #1 above.*
4. **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?**
 - *It is possible that one of ATS's officers was an officer, partner or owner of another firm when it failed to complete a contract. However, the company does not specifically track this information and is not aware of any specific instance.*
5. **Has the firm or venture ever failed to complete any work awarded to it?**
 - *See response to item #1 above. Additionally please note that from time to time, occasions arise when ATS does not complete the performance of an awarded contract. For example, such situations include (i) where a client is unsuccessful in securing the funding necessary to start or continue a project, (ii) where a client terminates a contract for convenience, (iii) where ATS ceases performance for nonpayment or other breach of contract in accordance with contract terms or (iv) for default*

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 Denise Casalino, as Senior Vice President
Name Title

and on behalf of AECOM Technical Services, Inc.

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

1. Name of Firm: AECOM Technical Services, Inc.
2. Address: 303 E. Wacker Drive, Suite 1400, Chicago, IL 60601
3. Telephone: 312-373-7700 Fax: 312-373-6800
4. FEIN: 95-2661922 SSN: N/A
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: California
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
See Attached List	

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

Name	Address	Ownership Interest Percentage
The Earth Technology Corporation (USA)	515 S. Flower Street, Suite 1050, Los Angeles, CA 90071	100%

5. LLC's ONLY, indicate management type and name:
 Member-managed
 Manager-managed
 Name: _____
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
 Yes
 No

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

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**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

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. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of 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 Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

AECOM Technical Services, Inc. is unable to verify this certification at this time.

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

INCORPORATION INTO CONTRACT AND COMPLIANCE

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

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

Denise Casalino

Name of Authorized Officer (Print or Type)

Senior Vice President

Title

312-373-6563

Telephone Number

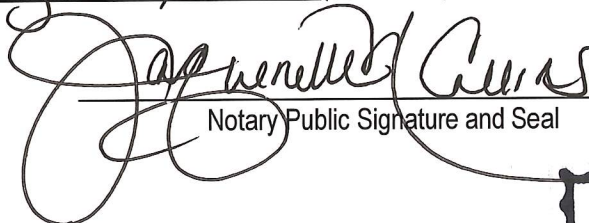
State of IL

County of COOK

Signed and sworn to before me on this 5 day of MAY, 2016 by

DENISE CASALINO (Name) as SENIOR VICE PRESIDENT (Title) of

AECOM TECHNICAL SERVICES, INC (Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal



EXHIBIT B DISCLOSURE AFFIDAVIT

AECOM Technical Services, Inc.

This disclosure is made in reference to the Exhibit B Disclosure Affidavit included in the Master Services Agreement for Geotechnical Engineering Services (TBD), PS2062 between the Public Building Commission of Chicago and AECOM Technical Services, Inc. (hereinafter referred to as "ATS") asking about terminations for cause of public transactions and environmental compliance. The subject sections of the disclosure and ATS' information provided in response are presented below.

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

ATS Response

AECOM Technical Services, Inc. ("ATS") is a large professional services company that executes thousands of projects annually. As with any large service company, from time to time, ATS is involved in claims and litigation. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution. None of our current disputes could reasonably be expected to have a material adverse effect on ATS or its ability to perform under any contract contemplated by this submittal. For the sake of full disclosure, we wish to inform you about terminations for default ATS Technical Services, Inc. had within the last three years:

- In November of 2012, ATS Technical Services, Inc. received a notice from the City of Sarasota, Florida, notifying ATS that it has terminated its contract with ATS for the design of a sewer lift station for default. ATS Technical Services, Inc. disagrees with the termination. The City of Sarasota ultimately filed suit. ATS Technical Services, Inc. is vigorously defending the City's claims and the matter remains pending.

**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 Michael R. Kolloway, as Secretary
Name Title

and on behalf of The Earth Technology Corporation (USA)
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: The Earth Technology Corporation (USA)
2. Address: 515 S. Flower Street, Suite 1050, Los Angeles, CA 90071
3. Telephone: 312-373-7700 Fax: 312-373-6800
4. FEIN: 33-0244112 SSN: N/A
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
See Attached List	

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

Name	Address	Ownership Interest Percentage
AECOM	1999 Avenue of the Stars, Ste 2600 Los Angeles, CA 90067	100%

5. LLC's ONLY, indicate management type and name:
 Member-managed
 Manager-managed
 Name: _____
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
 Yes
 No

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

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**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

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

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**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. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of 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 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/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

**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 Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

The Earth Technology Corporation (USA) is unable to verify this certification at this time.

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

INCORPORATION INTO CONTRACT AND COMPLIANCE

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

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.

Michael R. Kolloway
Signature of Authorized Officer

Michael R. Kolloway
Name of Authorized Officer (Print or Type)

Secretary
Title

312-373-6603
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 9 day of February, 2016, by

Michael R. Kolloway (Name) as Secretary (Title) of The Earth Technology Corporation (USA)
(Bidder/Proposer/Respondent or Contractor)

Jaquenne M Collins
Notary Public Signature and Seal



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 Michael R. Kolloway Title Senior Corporate Vice President and Assistant General Counsel
and on behalf of AECOM (f/k/a AECOM Technology Corporation) as Contractor's Parent Entity

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

1. Name of Firm: AECOM (f/k/a AECOM Technology Corporation) as Contractor's Parent Entity
2. Address: 1999 Avenue of the Stars, Ste 2600 Los Angeles, CA 90067
3. Telephone: 312-373-7700 Fax: 312-373-6800
4. FEIN: 61-1088522 SSN: N/A

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".

- | | |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> 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
See Attached List	

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

Name	Address	Ownership Interest Percentage
None		

5. LLC's ONLY, indicate management type and name:
 Member-managed
 Manager-managed
 Name: _____
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
 Yes
 No

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

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PARTNERSHIPS

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

Name	Ownership Interest Percentage

SOLE PROPRIETORSHIP

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

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

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

Name(s) of Principal(s)

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

Name	Address

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**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. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of 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/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

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

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

Michael R. Kolloway
Signature of Authorized Officer

Michael R. Kolloway

Name of Authorized Officer (Print or Type)

Senior Corporate Vice President and Assistant General Counsel

Title

312-373-6603

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 9 day of February, 2016 by

Michael R. Kolloway (Name) as Sr. VP and Assist. General Counsel (Title) of AECOM

(Bidder/Proposer/Respondent or Contractor)

Jaquenne M Collins
Notary Public Signature and Seal



**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):

Master Service Agreement PS2062

Description of goods or services to be provided under Contract:

Geotechnical Engineering Services

Name of Consultant: AECOM Technical Services, Inc.

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)
Terry Teele	Urban Strategies 212 West Washington Chicago, IL 60602	Lobbyist	\$8,000
Jay Doherty	Jay D. Doherty & Associates 210 E. Pearson Street, Suite 9B Chicago, IL	Lobbyist	\$7,500

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

* Note: While no lobbyists made contacts on behalf of the bidder with respect to this contract, we would like to inform you that we occasionally uses the services of Terry Teele of Urban Strategies and Jay Doherty of Jay D. Doherty & Associates, who facilitate meetings with our clients to market our services. Neither Terry Teele nor Jay Doherty are hired for any specific transaction nor receive any success fee. We are making this disclosure in anticipation that Mr. Teele and Mr. Doherty may be involved in the later stages of this pursuit.

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

The Consultant understands and agrees as follows:

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

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


Signature

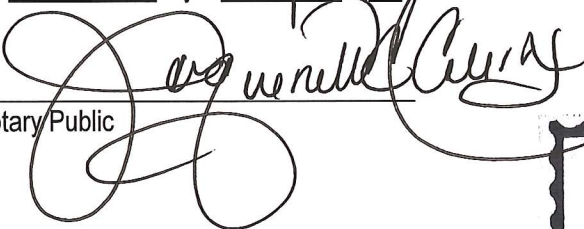
5/5/16
Date

Denise Casalino
Name (Type or Print)

Senior Vice President
Title

Subscribed and sworn to before me

this 5 day of May 2016


Notary Public

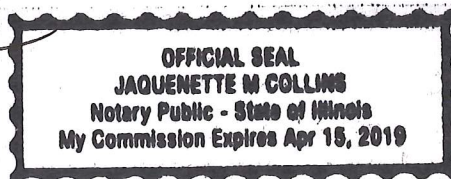


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(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.

EXHIBIT D
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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 (1 of 3)

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture _____

2. Address of Joint Venture _____

3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

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

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

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

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)
to execute the affidavit and did so as his or her
free act and deed.

(Name of Joint Venture)
to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:

Commission expires:

(SEAL)

(SEAL)

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____

(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago

(Name of Bidder)

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

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

_____ a Joint Venture

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The undersigned 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 ____