



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 (PS2062D)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

TERRACON CONSULTANTS, INC.

FOR

GEOTECHNICAL SERVICES (PS2062D)

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

FIRM NAME:	Terracon Consultants, Inc.
CONTACT NAME:	Tony Kiefer
CONTACT TELEPHONE:	(630)445-0186
CONTACT EMAIL:	Tony. Kiefer@terracon.com
ADDRESS:	650 W. Lake Street, Suite 420 Chicago, IL 60661

Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

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EXECUTION PAGE
GEOTECHNICAL SERVICES – PS2062D

THIS AGREEMENT effective as of January 1, 2016, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and

Terracon Consultants, Inc. with offices at _____

650 W. Lake St., Suite 420 Chicago, IL 60661 (the "**Consultant**").

Address City State Zip

Recitals:

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

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

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

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

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

EXECUTION PAGE
GEOTECHNICAL SERVICES- PS2062D

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Mayor Rahm Emmanuel
Chairman

Date: _____

ATTEST:

Lori Ann Lypson
Secretary

Date: 9/28/10

Terracon Consultants, Inc.

CONSULTANT:

Linda Yang

Date: May 3, 2016

President or Approved Signatory -

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: DuPage

State of: Illinois

Subscribed and sworn to before me by Linda Yang and _____

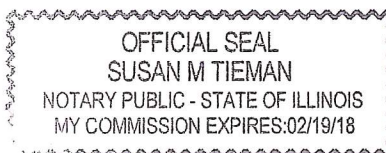
on behalf of Consultant this 3rd day of May, 2016.

Susan M. Tieman

Notary Public

My Commission expires: 02/19/18

(SEAL OF NOTARY)



Approved as to form and legality:

Anne L. Freda

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_ecc_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

PS2062D

Complete the following Hourly Rate table and provide various hourly rates for the staff who will work on the projects. 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	\$145.00
3	Project Manager	Per Hour	\$120.00
4	Geologist, P.G.	Per Hour	\$120.00
5	Field Engineer/Geologist	Per Hour	\$105.00
6	Laboratory Technician	Per Hour	\$65.00
7	Field Technician	Per Hour	\$95.00
8	Clerical/Administrative Staff	Per Hour	\$60.00
9	QA/QC Staff	Per Hour	\$105.00
10	Environmental Technician	Per Hour	\$95.00
11	Senior Project Manager	Per Hour	\$145.00
12	Senior Staff	Per Hour	\$135.00
13	Drafting Technican	Per Hour	\$75.00
14	CADD Designer	Per Hour	\$75.00
15	Pressure Meter Operator	Per Hour	\$140.00
#	FIELD INVESTIGATION		
1	Mobilization / Demobilization	Each	\$550.00
2	Drilling (per ASTM D 1586)	Per Foot	Included in drill crew cost
3	Drill Rig and 2 man Crew	Per Day	\$3,000.00
4	Install Piezometers	Each	\$450.00
5	Surveying: Benchmark, coordinates, elevations, etc.	Per Day	\$850.00
6	Undisturbed Sampling (per ASTM D 1587)	Per Sample	\$45.00
7	In-Situ Percolation Test	Per Test	\$1,200.00
8	In-Situ Testing for Vane Shear	Lump Sum	\$285.00
9	Field Equipment – vehicles, coring, small tools, etc.	Per Day	\$200.00
10	Health and Safety Plan	Lump Sum	\$400.00
11	Utility Locating Servcie (on-site locator)	Lump Sum	\$600.00
12	55-Gallon Drums (for soil cuttings)	Per Drum	\$75.00
13	Waste Characterization (sample collection and disposal analysis)	Lump Sum	\$618.75
14	Waste Profile Forms (for disposal)	Lump Sum	\$175.00
15	Drums Disposal - NON HAZARDOUS (mobilization, load, transport and disposal—uncontaminated soil)	Lump Sum	\$340.00
16	Rock Coring	Per Foot	\$60.00
17	Rock Core Backfill (Grout)	Per Foot	\$4.00
18	Boring backfill (bentonite chips)	Per Foot	\$4.00
19	Surface Coring: Concrete (per boring)	Each	\$150.00
20	Surface Coring: Asphalt (per boring)	Each	\$150.00
21	Surface Restoration: Concrete (per boring)	Each	\$40.00
22	Surface Restoration: Asphalt (per boring)	Each	\$40.00
#	LABORATORY TESTING		
1	Moisture Content	Each	\$10.00
2	Particle Size Analysis (per ASTM D 422 and 1140)	Each	\$115.00
3	Soil Classification (per ASTM D 2487 & D 2488)	Each	\$10.00
4	Unconfined Compressive Strength (per ASTM D 2166)	Each	\$30.00
5	Atterberg Limits (per ASTM D 4318)	Each	\$75.00
6	Consolidation Testing (per ASTM D 2435)	Each	\$565.00
7	Modified Proctor	Each	\$190.00
8	California Bearing Ratio Test (per ASTM D 1883)	Each	\$500.00
9	Organic Content	Each	\$40.00

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

1/1/2017

DATE (MM/DD/YYYY)

5/3/2016

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 Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	
INSURED 1363557 TERRACON CONSULTANTS, INC. 135 AMBASSADOR DRIVE NAPERVILLE IL 60540		INSURER A : Lexington Insurance Company	
		INSURER B : Travelers Property Casualty Co of America	
		INSURER C : The Travelers Indemnity Company	
		INSURER D :	
		INSURER E :	
INSURER F :		NAIC #	
		19437	
		25674	
		25658	

COVERAGES TERCO01 CERTIFICATE NUMBER: 14037718 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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TC2J-GLSA-1118L293	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	TC2J-CAP-131J3858 TJBAP131J3895	1/1/2016 1/1/2016	1/1/2017 1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	ZUP-91M46583 (EXCLUDES PROF. LIAB.)	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	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	TC2KUB131J374216 (AOS) TRKUB131J384616 (AZ,MA,WI) TC2KUB131J374216 (CA)	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2016	1/1/2017	\$5,000,000 EACH CLAIM & \$5,000,000 IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #MSA; PROJECT NAME GEOTECHNICAL INVESTIGATION. CLIENT PROJECT #CONTRACT PS2062D. THE PUBLIC BUILDING COMMISSION, THE CITY OF CHICAGO, THE USER AGENCY AND OWNERS AS SPECIFIED ON THE TASK ORDER ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY. THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

14037718
PUBLIC BUILDING COMMISSION OF CHICAGO
PROCUREMENT DEPARTMENT
RICHARD J. DALBY 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

© 1988/2014 ACORD CORPORATION. All rights reserved.

Policy Number: TC2J-GLSA-1118L293

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) or Organization(s): Any person or organization with whom you have agreed in a written contract or agreement to waive your right of recovery, but only for payments we make because of:

1. "Bodily injury" or "property damage" that occurs; or
2. "Personal injury" or "advertising injury" caused by and offense committed; after you have executed that contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

COMMERCIAL AUTO
POLICY #TC2J-CAP-131J3858
TJ-BAP-131J3895

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights of Recovery Against Others to Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others to Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

CA T3 40 02 15

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13(00)

Policy Numbers: TRKUB131J384616 (AZ,MA,WI)
TC2KUB131J374216. (AOS)
TC2KUB131J374216 (CA)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss to furnish this waiver.

POLICY NUMBER: TC2J-GLSA-1118L293
COMMERCIAL GENERAL LIABILITY

CG D3 61 03 05

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

Names of Additional Insured Person(s) or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

Location 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," "personal injury" or "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.
- 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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

POLICY NUMBER: TC2J-GLSA-1118L293
COMMERCIAL GENERAL LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, AGREEMENT OR PERMIT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: TC2J-GLSA-1118L293
COMMERCIAL GENERAL LIABILITY

OTHER INSURANCE - ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY
CONDITIONS (Section IV), Paragraph
4. (**Other Insurance**), is amended as
follows:

1. The following is added to Paragraph **a. Primary Insurance**:
However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
 - a. The "bodily injury" or "property damage" for which coverage is sought occurs; and
 - b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed subsequent to the signing and execution of that contract or agreement by you.
2. The first Subparagraph (2) of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph (1):
That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

CG DO 37 04 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED- PRIMARY AND NON-CONTRIBUTORY WITH
OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

A. The following is added to Paragraph c. in A. 1., **Who Is An Insured**, of **SECTION II - LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

5/4/2016

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 Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company		NAIC # 23035
INSURED 1013716 TERRACON CONSULTANTS, INC. 135 AMBASSADOR DRIVE NAPERVILLE IL 60540	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES TERCO01 CERTIFICATE NUMBER: 14038179 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 checked="" type="checkbox"/> PROJECT <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 <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROPERTY INCLUDING VALUABLE PAPERS	N	Y	YU2-L4L-425411-126	1/1/2016	1/1/2017	\$10,000,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #MSA; PROJECT NAME GEOTECHNICAL INVESTIGATION. CLIENT PROJECT #CONTRACT PS2062D. WAIVER OF SUBROGATION APPLIES TO VALUABLE PAPERS, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14038179
PUBLIC BUILDING COMMISSION OF CHICAGO
PROCUREMENT DEPARTMENT
RICHARD J. DALEY CENTER ROOM 200
50 WEST WASHINGTON STREET
CHICAGO IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

5/3/2016

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 Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No.):
	PHONE (A/C, No, Ext):	
INSURED 1320756 TERRACON CONSULTANTS, INC. 135 AMBASSADOR DRIVE NAPERVILLE IL 60540	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIG Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES TERCO01

CERTIFICATE NUMBER: 14037728

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 CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>			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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	CONTRACTOR'S POLLUTION LIABILITY	Y	Y	CPO 1330339	1/1/2016	1/1/2017	\$5,000,000 EACH LOSS \$5,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #MSA; PROJECT NAME GEOTECHNICAL INVESTIGATION. CLIENT PROJECT #CONTRACT PS2062D. THE PUBLIC BUILDING COMMISSION, THE CITY OF CHICAGO, THE USER AGENCY AND OWNERS AS SPECIFIED ON THE TASK ORDER ARE ADDITIONAL INSURED AS RESPECTS POLLUTION LIABILITY, THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO POLLUTION LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachments

14037728
PUBLIC BUILDING COMMISSION OF CHICAGO
PROCUREMENT DEPARTMENT
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

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Forms a part of Policy No.: CPO 1330339
Issued to: TERRACON CONSULTANTS, INC.
By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED / PRIMARY COVERAGE ENDORSEMENT

It is hereby agreed that Section **VI. DEFINITIONS**, Paragraph **K. Insured** is amended to include the following entity as an Additional **Insured** but only for **Loss** arising out of **Covered Operations** performed for the Additional Insured.

Additional Insured

Where required by written contract and said contract was executed prior to loss of claim.

This does not apply to **Bodily Injury, Property Damage or Cleanup Costs** arising out of the sole negligence or willful misconduct of the Additional **Insured**.

As respects the coverage afforded the Additional **Insured**, this insurance is primary and non-contributory whether primary, excess, contingent, or on any other basis.

This Endorsement does not increase the Company's Limits of Liability as specified in Item 3. Of the Declarations.

All other terms, conditions, and exclusions shall remain the same.

102503 (08/09)

Policy No: CPO 1330339
Issued to: TERRACON CONSULTANTS, INC.
By: AIG SPECIALTY INSURANCE COMPANY

Section **V. CONDITIONS**. Paragraph **K. SUBROGATION** and Paragraph **M. CANCELLATION** are deleted in their entirety and replaced with the following:

K. SUBROGATION

If there is a payment made by the Company under this Policy, the Company shall be subrogated to all the **Insured's** rights of recovery against any person or organization. The **Insured** shall cooperate with the Company and do whatever is necessary to secure these rights. The **Insured** shall do nothing after a Loss to waive or prejudice such rights.

Any Recovery as a result of subrogation proceedings arising out of payment of **Loss** under this Policy (net of expenses incurred in making such recovery) shall accrue first to the **Insured** to the extent of any payment in excess of the limit of coverage of the Policy, then pro-rata to the **Insured** and the Company in proportion to the amount each actually paid as a result of judgment, settlement or defense of a **Claim** or **Emergency Response Costs**.

Notwithstanding anything to the contrary in this Condition K., the Company hereby expressly waives any rights of subrogation against any person or organization where such right has been waived in writing by the **Insured** prior to a **Claim** or **Emergency Response Costs**.

All other terms, conditions, and exclusions shall remain the same.

109401(09/13)

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

2. Key Personnel & Licenses

To facilitate the delivery and execution of task orders under this contract, Terracon will assign Tony Kiefer, P.E., Ati Fathi, P.E. and Madhu Karri, P.E. as core members of the project team to coordinate and direct the services. Each of these key personnel has significant experience providing geotechnical engineering services under similar task order contracts.

Professional licenses and resumes are included after this chart. Terracon's geotechnical engineering expertise is represented by the experience and credentials of the following full time Terracon employees:

Name/Office Location	Total Yrs. Exp.	Yrs. w/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses
Kole Berg, P.E. Lenexa, KS Office	17	14	Central Resource Group Manager	Master of Science, Civil Engineering, 1998, Iowa State University Bachelor of Science, Civil Engineering, 1996, Iowa State University	Professional Engineer: Illinois, Iowa, Kansas, Missouri, Wisconsin
Ati Fathi, P.E. Chicago Office	19	4	Project Manager, Geotechnical Engineer	Master of Science, Geotechnical Engineering, 2011, University of Oklahoma Bachelor of Science, Civil Engineering, 2001, Bu-Ali Sina University	Professional Engineer: Wisconsin
Madhu Karri, P.E. Chicago Office	10	5	Geotechnical Project Engineer	Master of Science, Civil Engineering, 2005, University of Illinois at Chicago Bachelor of Science, Civil Engineering, 2001, Regional Engineering College, Rourkela, India	Professional Engineer: Wisconsin, Utah



Name/Office Location	Total Yrs. Exp.	Yrs. w/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses
Tony Kiefer, P.E. Chicago Office	30	1	Geotechnical Engineer/Senior Consultant	Master of Science, Geotechnical Engineering, 1984, University of Illinois at Chicago Bachelor of Science, Structural Engineering, 1983, University of Illinois at Chicago	Professional Engineer: Illinois
Bill Quinn Vernon Hills, IL Lab	42	1	Laboratory Manager	Bachelor of Science, Occupational Education, 1984, Southern Illinois University	American Concrete Institute, American Society of Testing and Materials Vice Chairman for Committee D18 on Soils and Rock
Pradip Tailor Naperville, IL Office	30	21	Laboratory Manager	Associate of Applied Science in Civil Engineering Technology (May 1981) K.J. Government Polytechnic Bharuch, Gujarat, India	<i>Training Course for the use of Troxler Nuclear Moisture/Density Gauge, Feb 89</i> * IDOT Bituminous Concrete Density tester Course - May 2000 * IDOT Mixture Aggregate Technician Course-May 2000 * IDOT Bituminous Concrete Level I Technician Course – May 2000 * IDOT Bituminous Concrete Level II Technician Course – January 2002 * IDOT Bituminous Concrete Level III Technician Course – March 2002 * ACI Concrete Strength Testing Technician Course – October 2002 & February 2008 * ACI Field Aggregate Testing Technician Course – October 2002 * ACI Laboratory Aggregate Testing Technician Course



Name/Office Location	Total Yrs. Exp.	Yrs. w/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses
					<p>– December 2002</p> <p>* ACI Concrete Field Testing Technician Grade I - February, 2005</p> <p>* IDOT Portland Cement Concrete Level I Technician Course – February 2005</p> <p>* IDOT Portland Cement Concrete Level II Technician Course – February 2005</p> <p>* IDOT Portland Cement Concrete Level III Technician Course – March 2005</p> <p>* Nicet Level I, Construction Material Testing (Asphalt, Concrete & Soils) November 2006</p> <p>* Nicet Level II, Construction Material Testing (Asphalt, Concrete & Soils) June 2008</p> <p>* ACI Aggregate Testing Technician Level I – February, 2009</p> <p>* IDOT Geotechnical field testing and Inspection (S33) _ April 2009</p> <p>* ICC Soils Special Inspector- June 2012</p>
Paul Tarvin, P.E. Milwaukee, WI Office	33	1	Regional Geotechnical Manager	<p>Master of Science, Civil Engineering, 1982, Michigan State University</p> <p>Bachelor of Science, Civil Engineering, 1980, Michigan State University</p>	Professional Engineer: Wisconsin, Virginia, Maryland, Michigan, New Jersey
Doug Waldeier, P.E. Rockford, IL Office	17	15	Office Manager	Bachelor of Science, Construction Engineering, 1997, Iowa State University	Professional Engineer: Missouri, Illinois

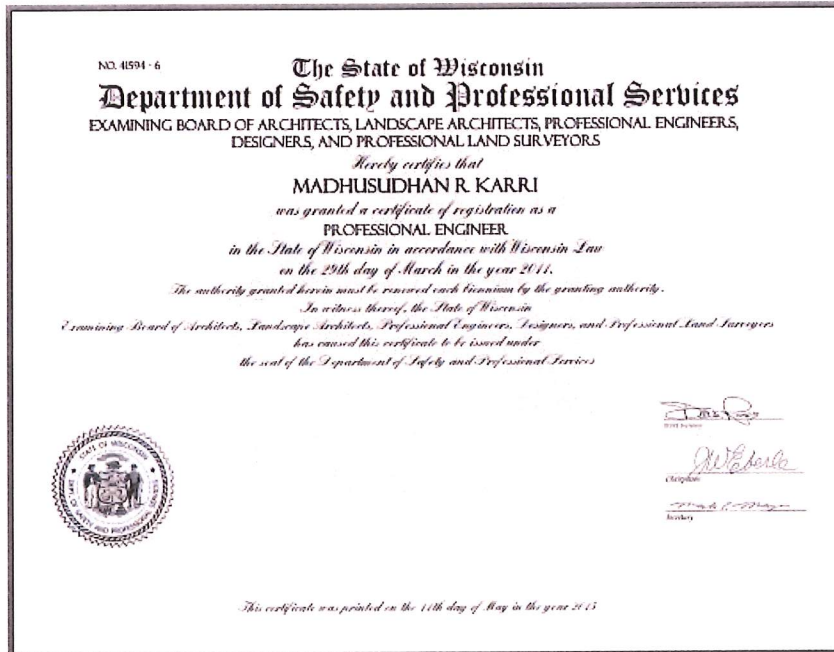


Name/Office Location	Total Yrs. Exp.	Yrs. w/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses
Justin Warner, P.E. Milwaukee, WI Office	7	1	Project Geotechnical Engineer	Master of Science, Geotechnical Engineering, 2007, University of Wisconsin Bachelor of Science, Geotechnical Engineering, 2006, University of Wisconsin	Professional Engineer: Wisconsin
Linda Yang, P.G. Chicago, IL Office	21	4	Principal Office Manager	MBA, 2005, Kellogg Graduate School of Management, Northwestern University Master of Science, Geology, 1994, University of Illinois at Chicago Bachelor of Science, Geology, 1990, Peking University, China	Professional Geologist: Illinois



Responsive ■ Resourceful ■ Reliable

Madhu Karri, P.E.



Tony Kiefer, P.E.



Terracon

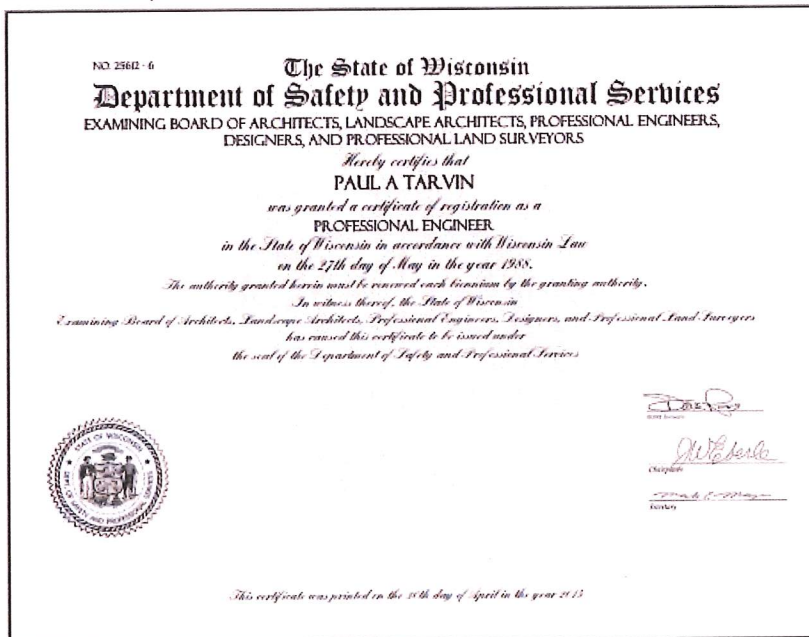
Geotechnical Services
Terracon Consultants, Inc.

SOQ for Geotechnical Services
Public Building Commission ■ Chicago, IL
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Responsive ■ Resourceful ■ Reliable

Paul Tarvin, P.E.



Doug Waldeier, P.E.



Terracon

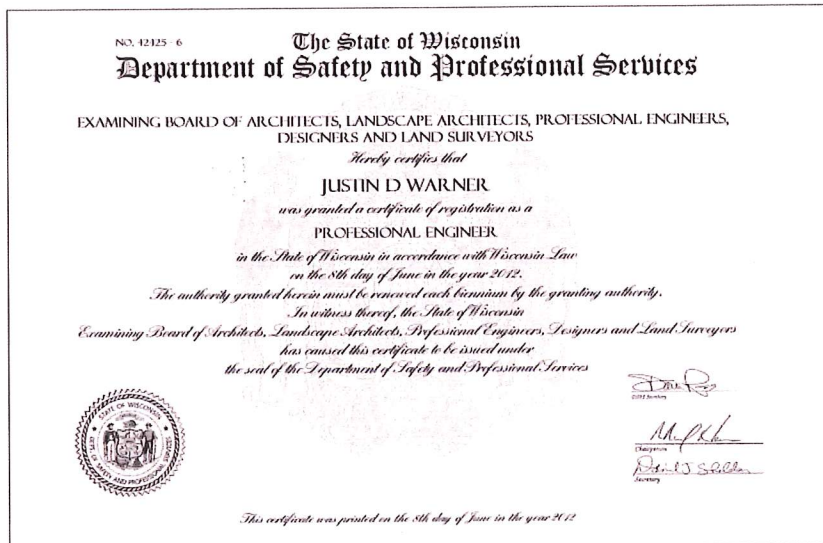
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Responsive ■ Resourceful ■ Reliable

Justin Warner, P.E.



Linda Yang, P.G.



Terracon

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KOLE C. BERG, P.E.

CENTRAL RESOURCE GROUP MANAGER

PROFESSIONAL EXPERIENCE

Mr. Berg manages Terracon's Central Resource Group, which performs complex geotechnical analyses for large transportation projects and provides technical assistance to Terracon's offices nationwide. He has managed numerous geotechnical projects for commercial, industrial and government clients throughout the Midwest.

His experience includes analysis and design of shallow foundations, deep foundations, subgrade stabilization, retaining walls, embankments/slopes, ground improvement systems, pavement evaluation, pavement section design, and monitoring of construction vibrations.

PROJECT EXPERIENCE

Education

Malcolm X College – Chicago, Illinois

Managed geotechnical exploration for a new \$250M campus for Malcolm X College. The project includes an 8-story educational building with 500,000 sf of floor space and a 6-story parking garage for 1,300 cars. Provided recommendations for support of the structures on drilled shaft ("caisson") foundations. The subsurface exploration included 18 borings to depths of about 90 to 120 feet. Analyzed pressuremeter data to determine bearing pressures in the hardpan clay and vane shear tests to evaluate potential squeeze of soft clay soils in caisson excavations.

Oakton Community College – Des Plaines, Illinois

Managed geotechnical exploration for a new 3-story 90,000 square foot Science & Health Careers Center. Provided recommendations for support of the building on drilled shaft foundations.

Benedictine University College of Business – Lisle, Illinois

Managed geotechnical exploration for a new 4-story education building. Recommended pressuremeter testing as part of the field exploration. The pressuremeter test data facilitated the use of a high bearing pressure for footing foundations bearing in hard glacial clays. Also provided recommendations for below-grade walls, subgrade preparation, and excavation/backfilling.

Joliet Junior College – Joliet, Illinois

Managed geotechnical exploration for a new Health Care Professions Center, Natural Sciences Addition, and Automotive Service Technology Addition. Provided recommendations for rock-bearing foundations, rock excavation, subgrade preparation and below-grade walls.

Naperville Elementary Schools – Naperville, Illinois

Managed geotechnical explorations for new additions to Naperville North High School and three elementary school buildings. Provided recommendations for foundations, subgrade preparation and earthwork.

Whitnall School Improvements – Greenfield, Wisconsin

Managed geotechnical exploration for improvements to the Whitnall School athletic facilities, including bleachers, a concession building, a

Education

Master of Science, Civil Engineering, Iowa State University, 1998

Bachelor of Science, Civil Engineering, Iowa State University, 1996

Registrations

Professional Engineer: Illinois, Iowa, Kansas, Missouri, Wisconsin

Affiliations

American Society of Civil Engineers

Work History

Terracon Consultants, Inc., Central Resource Group Manager, 2014-present; Geotechnical Department Manager, 2007-2014; Senior Project Engineer: 2004-2007; Project Engineer: 2000-2003

GeoSystems Engineering, Inc., Project Engineer, 1998-2000

Iowa State University, Research Assistant and Teaching Assistant, 1995-1998

maintenance building, athletic fields, tennis courts and new pavements. Provided recommendations for foundations, subgrade preparation and earthwork.

St. Ambrose University Residence Hall – Davenport, Iowa

Managed geotechnical exploration for a new 4-story residence hall. Provided recommendations for removal of existing structures and rubble fill, design of foundations, subgrade preparation and below-grade walls.

Olathe Northwest High School – Olathe, Kansas

Managed geotechnical exploration for a new high school and associated athletic facilities. Provided recommendations for foundations and extensive engineered grading.

Religious

LDS Church Meeting House – Chicago, Illinois

Managed geotechnical exploration for a new 6-story building. The bottom 3 levels are parking and the upper 3 levels are meeting spaces. Subsurface exploration included pressuremeter testing to evaluate capacity of drilled shaft ("caisson") foundations bearing in hardpan clays and vane shear testing to evaluate potential for squeeze in soft clays during excavation for drilled shafts.

Transportation/Pavements

Elgin-O'Hare West Bypass – Cook and DuPage Counties, Illinois

Managed subsurface exploration for widening/expansion of the Elgin-O'Hare Expressway and a new bypass connecting I-90 and I-294 west of O'Hare International Airport. Exploration included more than 75 borings extending to depths of 15 feet to more than 100 feet. Coordinated with O'Hare Airport, Federal Aviation Administration, Illinois DOT, Illinois Tollway, county and city governments, and private property owners along the project route. Field testing included soil sampling, rock coring, piezometer installation, and pressuremeter testing.

Commercial

Main Street Promenade East – Naperville, Illinois

Managed geotechnical exploration for a three-story mixed use (retail/office/residential) building and pedestrian bridge/skywalk in downtown Naperville. Provided recommendations for rock bearing augercast pile foundations.

Aryzta Bakery Warehouse – Romeoville, Illinois

Managed geotechnical exploration for a 500,000 square foot precast concrete warehouse building. Provided recommendations for foundations, earthwork and pavements.

300 Wyandotte Building – Kansas City, Missouri

Managed geotechnical exploration for a four-story office building. Provided recommendations for deep foundations and excavation support.

Wal-Mart Stores – Several Midwestern States

Managed geotechnical explorations and/or provided engineering oversight for more than 20 Wal-Mart and Sam's Club stores in Illinois, Wisconsin, Indiana and Missouri. Projects both new construction and additions to existing facilities. Provided recommendations for foundations, floor slabs, earthwork, retaining walls and pavements.

Love's Travel Stops – Illinois, Indiana, Iowa, Missouri and Wisconsin

Managed geotechnical explorations for seven large truck stops/travel centers. Facilities included convenience stores, restaurants, tire stores, car/truck washes and fueling islands. Provided recommendations for foundations, earthwork and subgrade stabilization. Designed pavement sections for light duty, medium duty, heavy duty and extra heavy duty truck traffic.

ATEFEH (ATI) FATHI, P.E.

PROJECT MANAGER, GEOTECHNICAL ENGINEER

PROFESSIONAL EXPERIENCE

Ms. Fathi is a geotechnical project manager in Terracon's Naperville, Illinois, office. She previously worked in Terracon's Tulsa, Oklahoma, office. Her duties include project coordination, engineering analyses, proposal and report preparation, and supervision of field exploration and laboratory testing. She has been involved in geotechnical investigations for commercial and residential buildings, communication towers, and more.

As an engineer with consulting firms in Iran, Ms. Fathi's experience included designing various structures and foundations, such as pipe racks, blast resistant refinery buildings, residential buildings, schools and more.

PROJECT EXPERIENCE

Served as project manager for subsurface exploration, laboratory testing and preparing geotechnical report of following projects:

- Clark & Addison Development, Wrigley Field – Chicago, IL
- 600 S. Clark Tower – Chicago, IL
- 2950 Sheridan Tower – Chicago, IL
- Illinois DOT (District 4) Phase 1 Subsurface Exploration – Various locations near Peoria, IL
- Wal-Mart Supercenter & Sam's Club Store - Various locations, IL
- GRDA-115 kV Transmission Feeder 105 Rebuild - Delaware County, OK
- Single and three Span Bridges - Various locations, OK
- N193rd east Avenue reconstruction, Catoosa, OK
- Wastewater Treatment Plant Expansion, Drumright, OK
- US 70 North Transmission Line Rebuild, Broken Bow, OK
- 141st and Pine Substation, Tulsa, OK
- Craig Junction-Ashdown Transmission Line, Broken Bow, OK

Presentations/Published Articles

- "Effect of carbon black structure on low-strain conductivity of polypropylene and low-density polyethylene composites", Journal of Polymer Engineering & Science
- "Development of Sensor-Enabled Geosynthetics (SEG) for Health Monitoring of Reinforced Soil Structures ", Geo-Frontiers 2011, Accepted

Education

Master of Science, Geotechnical Engineering, University of Oklahoma, 2011

Bachelor of Science, Civil Engineering, Bu-Ali Sina University, Iran, 2001

Registrations

Professional Engineer, Wisconsin

Affiliations

American Society of Civil Engineers

Work History

*Terracon Consultants, Inc.,
Geotechnical Engineer, Project Manager, May 2011-Present*

*Sazeh Consulting Engineering,
Tehran, Iran, Oct 2006-Nov 2008,
Structural Designer, Project Manager*

*Parsikan-e-Iran Consulting
Engineering, Tehran, Iran, Jan 2004 -
Oct 2006, Structural Designer, Project Manager*

*Sazeh-Memari-Emroz Consulting
Engineering, Tehran, Iran, April 2003 -
Jan 2004, Structural Designer, Project Manager*

*Ista-Gouya Consulting Engineering,
Tehran, Iran, June 2001 - April 2003,
Structural Designer, Project Manager*

MADHU R. KARRI, P.E.

GEOTECHNICAL PROJECT ENGINEER

PROFESSIONAL EXPERIENCE

Mr. Karri is involved with various geotechnical engineering projects primarily in the Chicago and Naperville, Illinois offices. Mr. Karri is also involved with various geotechnical engineering projects in the Franklin, Wisconsin office. He has over ten years of experience in all phases of geotechnical engineering projects from preparation of proposals, project management, and coordination of field and laboratory programs, engineering analysis, and evaluation of subsurface conditions. Previously, he was involved in geotechnical engineering projects operated from Terracon's Salt Lake City, Utah, and Cedar Rapids, Iowa offices.

Mr. Karri's technical expertise includes analyses of shallow and deep foundation systems design, pavement design, and embankment stability analysis. Mr. Karri has also been involved occasionally in preparation of boring logs using GINT software, and drafting using AutoCAD LT software.

PROJECT EXPERIENCE

Midway Pointe Senior Village, Chicago, Illinois

Managed field and laboratory testing programs for the proposed six-story slab-on-grade senior residence building in Chicago. Based on the field testing consisting of soil borings and pressuremeter testing (PMT), shallow spread footing foundations were recommended for relatively large wall loads. Performed analysis and provided geotechnical recommendations on the design of foundations, floor slabs, lateral earth pressures, earthwork, and subgrade preparation for the proposed structure.

Durkin Park Elementary School – Linked Annex, Chicago, Illinois

Managed field and laboratory testing programs for the proposed single story linked annex to the existing Durkin Park Elementary School in Chicago. Performed analysis and provided geotechnical recommendations on the design of foundations, seismic considerations, earthwork, and subgrade preparation for the proposed addition.

Wal-Mart – Multiple Sites in Chicagoland areas

Managed field and laboratory testing programs and provided recommendations for foundations, floor slabs, and below-grade loading dock walls for new Wal-Mart Express/ Supercenter or additions to existing Wal-Mart facilities. Special design and construction considerations were often required due to the presence of existing fill materials and the potential for shallow groundwater.

Rockies Express (REX) Pipeline – Wyoming to Ohio

Performed desktop study of potential groundwater issues for the design and construction of a 1500 mile 42-inch natural gas pipeline transecting Wyoming, Colorado, Kansas, Missouri, Illinois, Indiana, and Ohio. Provided locations of potential shallow groundwater and soils information based on a thorough review of USGS, NRCS, National Wetland maps and

Education

Master of Sciences, Civil Engineering, 2005, University of Illinois at Chicago

Bachelor of Engineering, Civil Engineering, 2001, Regional Engineering College, Rourkela, India

Registrations

Professional Engineer: Indiana

Professional Engineer: Utah

Professional Engineer: Wisconsin

Affiliations

Member: American Society of Civil Engineers

Member: American Council of Engineering Companies

Member: Society of American Military Engineers

Work History

*Terracon Consultants, Inc.,
Geotechnical Project Engineer,
2010 – Present*

*Terracon Consultants, Inc.,
Geotechnical Staff Engineer, 2006 –
2010*

*GSG Consultants,
Geotechnical Staff Engineer,
2005-2006*

other topographic and geological maps.

Magnetation Iron Ore Pellet Facility – Reynolds, Indiana

Managed field and laboratory testing programs and provided recommendations for foundations, floor slabs, and below-grade structures for multiple structures at a new Magnetation Iron Ore Pellet facility. Deep foundations comprised of augered, cast-in-place piles, drilled shafts, and driven steel piles, as well as conventional shallow foundation recommendations were provided for various structures.

Pavement Engineering Services in Illinois and Wisconsin

Evaluated existing pavement conditions at the parking lots of retail stores (e.g., The Home Depot) based on visual and field explorations. Performed pavement condition survey's to estimate the existing pavement thickness and subgrade conditions. Recommendations to repair and rehabilitate the pavements were provided in a report. As per the recommendations, site plans and construction specifications were prepared for the repair of the pavements. Bid forms were prepared and sent to various contractors. Based on client/owner's selection, pre-bid meetings and construction testing and monitoring services were provided.

Amtrak Improvements Project – Multiple Sites, Indiana, Wisconsin, and Michigan

This is an Amtrak project for reconstructing platforms, pavements, and station buildings at the existing Amtrak rail station facilities. Per design requests received from Jacobs Project Management Company, managed field and laboratory testing and provided design memos and reports. Geotechnical design recommendations for shallow footings or deep foundations (helical piles), pavement thickness, and earthwork were provided.

PUBLICATIONS / PRESENTATIONS

Reddy, K.R., and Karri, M.R., "Effect of Electric Potential on Nanoiron Particles Delivery for Pentachlorophenol Remediation in Low Permeability Soil," (Proceedings of the International Conference on Soil Mechanics and Geotechnical Engineering, Alexandria, Egypt, October 2009).

Reddy, K.R., and Karri, M.R., "Effect of Oxidant Dosage on Integrated Electrochemical Remediation of Contaminant Mixtures in Soils," (Journal of Environmental Science & Health, Vol.43, No.8, 2008)

Reddy, K.R., and Karri, M.R., "Removal and Degradation of Pentachlorophenol in Clayey Soil Using Nanoscale Iron Particles," (Geotechnics of Waste Management and Remediation, Geotechnical Special Publication No.177, ASCE Press, Reston, Virginia, 2008), pp.463-469,

Reddy, K.R., and Karri, M.R., "Electrokinetic Delivery of Nanoiron Amended with Surfactant and Cosolvent in Contaminated Soil," (Proceedings of the International Conference on Waste Engineering and Management, Hong Kong, May 2008).

Reddy, K.R., Khodadoust, A.P., and Karri, M.R., "Electrokinetic Delivery of Nanoscale Iron Particles for Remediation of Pentachlorophenol in Clay Soil," (Proceedings of the 6th Symposium on Electrokinetic Remediation, Vigo, Spain, 2007), pp.7-8.

Reddy, K.R., and Karri, M.R., "Effect of Voltage Gradient on Integrated Electrochemical Remediation of Contaminant Mixtures", (Land Contamination and Reclamation, Vol.14, No.3, 2006), pp.685-698.

Reddy, K.R., and Karri, M.R., "Integrated Electrochemical Remediation of Mixed Contaminants in Subsurface", (Proceedings of the 5th International Congress on Environmental Geotechnics, Cardiff, Wales, UK, Thomas Telford Publishing, London, 2006), pp.271-278.

TONY A. KIEFER, P.E.

SENIOR GEOTECHNICAL CONSULTANT

PROFESSIONAL EXPERIENCE

Mr. Kiefer is a Senior Consultant in the geotechnical department in Terracon's Chicago, Illinois office. He performs principal review of complex geotechnical and civil engineering projects and specializes in value engineering of shallow and deep foundations, analysis of embankments and slopes under static and seismic loading conditions, design of retention walls, and forensic analysis.

Mr. Kiefer has been the peer reviewer or geotechnical engineer for some of the tallest buildings in the world. He has been responsible for design of explorative programs and load test programs, supervision of support personnel, and writing and reviewing of reports with engineering recommendations for footings, piles, caissons, mats, barrettes, retaining walls, bluff stability and failure analysis for hundreds of projects.

PROJECT EXPERIENCE

* Central Station Development – Chicago, Illinois

Project manager, project principal, and geotechnical engineer of record for the Central Station Development, consisting of 18, 22- to 67-story high-rises utilizing driven 300-ton H-piles, top of rock slurry caissons, auger-cast piles, and belled caissons in difficult South Chicago soil conditions. Pioneered the use of top-of-rock, straight-shaft slurry caissons designed for 90 tsf end bearing.

* McCormick Place West Hall Expansion, McCormick Place Hotel, and McCormick Place Event Center – Chicago, Illinois

Project manager: Oversaw the subsurface exploration and provided geotechnical recommendations for an \$850 million conference hall and exhibition space, high-rise hotel and 12,000 seat arena. Recommendations included straight-shaft caissons, driven steel piles and auger-cast piles to rock as well as belled caissons on hard clay. Exploration program included soil borings, in-situ CPT testing, vane shear testing and pressuremeter testing.

* Jones High School – Chicago, Illinois

Project principal providing specialty consulting services to PBC including review of proposed earth retention systems and review of caisson clay squeeze potential and movement of neighboring buildings.

* Catherine Cook High School – Chicago, Illinois

Project principal providing review of the geotechnical and non-destructive testing services for the modifications and addition to the Catherine Cook School in Chicago, Illinois. The project was supported on spread footing foundations on weak granular soils using in-situ pressuremeter testing.

* Work performed prior to joining Terracon.

Education

Master of Science, Geotechnical Engineering, University of Illinois - Chicago, 1984

Bachelor of Science, Structural Engineering, University of Illinois - Chicago, 1983

Registrations

Professional Engineer: Illinois, No. 062045312

Certifications

ASFE Fundamentals of Professional Practice - summa cum laude

OSHA 1910.120, 48-Hour, Hazardous Waste Training

NAS I Certification – Underwater and Foreshore Archaeology

Affiliations

American Society of Civil Engineers

Chicago Committee on High Rise Buildings – Elected Member

Deep Foundations Institute

Council of Tall Building and Urban Habitat

Underwater Archaeological Society of Chicago – Past President

Work History

Terracon Consultants, Inc., Geotechnical Engineer and Senior Consultant, 2014-Present

STS/AECOM, Principal Engineer, 1991-2014

118 N. Jefferson Hotel Project – Chicago, Illinois

Project principal for the geotechnical exploration and recommendations for the 30-story hotel project. Terracon performed a value engineering review of an existing report and recommended raising the belled caissons and designing for a lower bearing pressure to eliminate the need for slurry, casing or deep filtered dewatering wells. The proposed solution saved about \$2MM in foundation costs in comparison to a rock solution and \$700K in foundation costs compared to steel piles driven to dense silt.

*** 235 West Van Buren Condominium Project – Chicago, Illinois**

Project principal and geotechnical engineer of record for the 46-story 235 West Van Buren condominium project – the tallest building in Chicago on driven steel H-piles supporting a record 315 ton design load.

*** Hyatt Park Tower – Chicago, Illinois**

Project manager for Hyatt Park Tower, a 70-story tower. Directed subsurface exploration of deep borings and pressuremeter tests inside an existing structure. Provided recommendation for 90- to 100-foot-deep belled caissons at 40, 48, and 60 ksf bearing pressures on soil. Caissons were installed with the aid of 140-foot-deep filtered dewatering wells constructed under polymer slurry.

*** Blue Cross/Blue Shield – Chicago, Illinois**

Project manager: Directed subsurface exploration and laboratory testing and provided geotechnical recommendations for deep foundations for the phased construction of a 60-story office tower in downtown Chicago, Illinois. Thirty-five stories of the structure were constructed in 1997 supported on deep belled caissons with maximum diameters of 27 feet. In-situ pressuremeter testing was performed to provide core to perimeter settlement estimates for the initial 35 stories and future extension which was completed in 2009.

*** Coke Plant – Chicago, Illinois**

Designed forensic exploration program including pressuremeter tests, temperature measurement, survey data, vane shear, and consolidation tests in vertical, horizontal and angled boreholes to determine the causes of heave and settlement of mat foundations below 2000°F ovens for the Coke plant in Chicago, Illinois. Made estimates of future heave/settlement due to slag, flyash and sludge fills. Provided recommendations for grouting, jacking and soil removal remediation options.

*** Cook County Jail – Chicago, Illinois**

Project manager: Analyzed settlement data, performed condition survey and directed forensic field exploration within cell blocks to determine the cause of two-foot-high voids below floor slabs of a facility partially built over 80 feet of refuse. Provided remediation recommendations.

*** Kingdom Tower – Jeddah, KSA**

Project principal and geotechnical peer review for the Kingdom Tower, a 1000+ meter tall tower proposed to be the tallest building in the world.

Pertamina Energy Tower – Jakarta, Indonesia

Project principal and geotechnical peer review for the Pertamina Energy Tower, a 500+ meter-tall tower.

*** US Embassy – Oslo, Norway**

Project principal for the value engineering design of drilled shaft foundations. Eliminated several hundred shafts under utilities and retaining walls, and eliminated rock sockets under the building. Proved top-of-rock design with smaller shafts using dynamic load tests saving the client more than \$2MM.

Selected Publications

"The Tall Buildings Reference Book", Chapter 18, "Foundations and Basements", CTBUH, New York, 2013

"Slurry Caisson Problems and Correction in Chicago," Seventh International Conference on Case Histories in Geotechnical Engineering, University of Missouri, Rolla, MO, April 2013.

** Work performed prior to joining Terracon.*

WILLIAM P. QUINN

LABORATORY MANAGER

PROFESSIONAL EXPERIENCE

Mr. Quinn is laboratory manager of AECOM's nationally accredited geotechnical, materials, and geosynthetic laboratories in the Chicago regional office. His responsibilities include overview of routine soil testing, geotextile, materials testing and special geotechnical testing laboratories, all special testing assignments, test result review, project and staff coordination, as well as equipment and test development. Mr. Quinn is also a corporate consultant with over 40 years of experience in the geotechnical testing of soils.

PROJECT EXPERIENCE

Fermi Lab Geotechnical Analysis Batavia, Illinois. Coordinating laboratory testing of soil samples for triaxial and consolidation testing with stresses up to 128 tsf.

Ft. Peck Spillway, Ft Peck Montana. Task Manager responsible for geotechnical testing including triaxial and direct shear tests of weak shale samples as well as triaxial and uniaxial testing of rock specimens for the US Army Corps of Engineers

Anderson AFB, Guam. Provided expertise to facilitate the setup and National Voluntary Laboratory Accreditation Program accreditation of on-site materials testing at the laboratory facility at Anderson AFB in Guam.

O'Hare Airport Modernization, Chicago, Illinois. Task manager responsible for soils and concrete testing for the new runway, control tower, and terminal construction.

Tennessee Valley Authority, Coal Ash Retention Failure, Tennessee. Responsible for testing of ash component and soil in consolidated isotropic undrained, consolidated drained, and extension triaxial tests using standard and unique sample preparation methods. High end testing also included direct shear as well as consolidation tests. Extensive index properties were evaluated as well.

Keetac Mine Corp, Wisconsin Task manager for the performance of triaxial direct shear and vane shear testing of loosely cemented tailings samples.

Trump International Hotel and Tower Chicago, Illinois. Task manager responsible for concrete testing and dynamic modulus testing of both standard and high-strength concrete (design strengths of 10,000 to 16,000 pounds per square inch).

Construction Technology Laboratories, Cement Kiln Dust/Soil Stabilization Study. Project manager for a comparative research program using three different soils and 27 different modifying additives.

Dow Chemical, Pond Liner Study, Magnolia, Arkansas. Study consisted of long term permeability testing at elevated temperatures using corrosive permeants.

Education

BS, Occupational Education, Southern Illinois University, 1984

AAS, Architectural and Building Construction Technology, College of Lake County, 1971

Work History

*Terracon: Laboratory Manager
2015-present*

With AECOM: 37 years of Experience

With Other Firms: 5 years of Experience

Professional Associations

American Concrete Institute

American Society of Testing and Materials

Vice Chairman for Committee D18 on Soils and Rock

American Colloid Company, Permeability Study for Retention Ponds, Upstate New York. Performed a long-term permeability study using a bentonite sand mixture and a hazardous permeating fluid for retention ponds in Upstate New York.

Harza Engineering Company, Urbanite Dam, Caracas, Venezuela. Conducted static and dynamic triaxial testing on re-compacted sand samples from the Urbanite Dam site.

Gallatin National Landfill, Fairview, Illinois. Coordinated laboratory testing, which included hydraulic conductivity and clay liner and structure conformance as well as membrane and geosynthetic testing for leachate collection systems and retention ponds.

Bencor Petrifond, LaGrande Reservoir, Jones Bay, Canada. Conducted permeability and triaxial compression tests on molded specimens of varying bentonite and cement mixtures for a plastic diaphragm wall.

Metropolitan Sanitary District of Greater Chicago, Upper Salt Creek Floodwater Retention System, Palatine, Illinois. Conducted triaxial, consolidation, permeability, compaction, laboratory vane shear, pinhole dispersion and index testing.

Morrison Knudsen Company, Slope Stability Study, El Cerrejon Coal Project, Columbia, South America. Conducted 12-inch diameter triaxial tests on recompacted crushed rock specimens.

Yanbu Industrial Complex, Saudi Arabia. Consolidated drained rock triaxial, specific gravity, bulk density, and Poisson's ratio testing of coral rock.

US Army Corps of Engineers, Reanalysis of Earth Dams Along the Ohio River. Performed more than 50 three point triaxial tests in a three-month period including direct shear and complete indexing of all samples.

Kerr-McGee Chemical Corporation, West Chicago. Consolidated, unconsolidated and drained triaxial tests, permeability, consolidation, compaction and index testing including detailed visual classification covering all 14 items of ASTM D 2488 and photographing of each sample. Testing included on-site laboratory setup to test non-releasable radioactive samples at Kerr-McGee Chemical Corporation.

Hackensack Meadowlands Development Commission, Hackensack Landfill, Hackensack, New Jersey. Performed consolidated and unconsolidated triaxial tests and earth pressure at rest triaxial tests (K_0), direct shear tests, and index testing.

Geocomp Corporation, Tonen Tank Farm, Tokyo, Japan. Conducted static and dynamic testing.

Browning-Ferris Industries, Winthrop Harbor, Illinois. Performed CIU, UU and stress path triaxial testing, including negative pore pressure measurement for the BFI site.

Federal Highway Administration, Algonquin, Illinois. Performed large scale pullout tests for a research study of geotextiles.

Federal Highway Administration. Completed pullout resistance testing on various geogrids for FHA-commissioned study.

Tensar Corporation, Product Development Testing. Performed constant stress pullout tests for researching product development.

US Army Corps of Engineers, Retention Reservoir, Northbrook, Illinois. Performed index testing, time of set tests, compaction, and compressive strength tests on lead contaminated soils.

PRADIP TAILOR

LABORATORY MANAGER

PROFESSIONAL EXPERIENCE

Mr. Tailor has been the Laboratory Manager at the Terracon Naperville, Illinois office for over 21 years. He performs and supervises soils laboratory testing for all soil index property tests, such as visual classification, moisture content, dry density, sieve and hydrometer analysis, Atterberg Limits, moisture density relationship, California Bearing Ratio, Illinois Bearing Ratio, specific gravity, pH, resistivity, and organic matter content. Mr. Tailor performs more sophisticated soils testing such as CU & UU triaxial, permeability and consolidation tests. Mr. Tailor also performs tests related to fine and coarse aggregates, such as Specific Gravity and absorption, unit weight, sand equivalent, angularity, and fractured, flat, & elongated particles. He stratifies soil borings and prepares computer-generated soil boring logs, proctor curves, grain size distribution curves and consolidation void ratio and time curves.

Mr. Tailor also supervises and performs asphalt laboratory testing such as core density, Marshall, flow and stability, bulk specific gravity, maximum specific gravity, percentage asphalt cement content by extraction/reflux as well as ignition method, all Super pave and Asphalt mix design test procedures. Mr. Tailor performs and supervises for lab. & field concrete test procedures, such as sampling & testing temperature freshly mixed concrete, slump, unit weight, yield, air content of concrete by pressure & volumetric method making and curing concrete test specimens in laboratory & field. Mr. Tailor has knowledge of concrete mix design (IDOT procedure).

Mr. Tailor is responsible to manage small construction projects related to construction material testing, supervises field technicians, reviews the field reports, prepares, and submits final reports to the clients.

Mr. Tailor is responsible for purchase, repair/maintenance, and calibration/verification of laboratory and field equipment. He maintains calibration record in Terracon's Quality System Manual. He is responsible for yearly or as required laboratory inspection/certification by IDOT, US Army Corps of Engineers, CCRL, and AMRL. Mr. Tailor performs and supervises the testing of proficiency samples from AMRL & CCRL. Mr. Tailor is also responsible for in-house technician's training and performance evaluation for different laboratory & field test procedures related to Soils, Asphalt, Concrete, and Aggregate materials.

Mr. Tailor successfully manages the laboratory operation for about 500 projects (geotechnical and construction materials) per year. Mr. Tailor also monitors earthwork construction, structural fill/backfill, and compaction operations, and evaluates slab and pavement subgrade, as well as footing observation and testing for both shallow and deep foundations.

In a previous position, Mr. Tailor served as Senior Technician/Assistant Laboratory Manager for Paulus, Sokolowski & Sartor, Inc. He was responsible for geotechnical fields work and soil lab testing.

Education

Associate of Applied Science in
Civil Engineering Technology (May
1981)

K.J. Government
Polytechnic Bharuch, Gujarat, India

Certifications

Training Course for the use of Troxler
Nuclear Moisture/Density Gauge, Feb
89

IDOT Bituminous Concrete Density
Tester Course - May 2000

IDOT Mixture Aggregate Technician
Course-May 2000

IDOT Bituminous Concrete Level
Technician Course - May 2000

IDOT Bituminous Concrete Level II
Technician Course - January 2002

IDOT Bituminous Concrete Level III
Technician Course - March 2002

ACI Concrete Strength Testing
Technician Course - October 2002 &
February 2008

ACI Field Aggregate Testing Technician
Course - October 2002

ACI Laboratory Aggregate Testing
Technician Course - December 2002

ACI Concrete Field Testing Technician
Grade I - February, 2005

IDOT Portland Cement Concrete Level I
Technician Course - February 2005

IDOT Portland Cement Concrete Level
II Technician Course - February 2005

IDOT Portland Cement Concrete Level
III Technician Course - March 2005

Nicet Level I, Construction Material
Testing (Asphalt, Concrete & Soils)
November 2006

Nicet Level II, Construction Material
Testing (Asphalt, Concrete & Soils)
June 2008

ACI Aggregate Testing Technician Level
I - February, 2009

IDOT Geotechnical field testing and
Inspection (S33) - April 2009

WISCONSIN DOT Soil Tester
Certification for Private Onsite
Wastewater Treatment Systems - May
2010

ICC Soils Special Inspector-June 2012

Work History

Terracon, Inc., Naperville Lab Manager,
1994 -Present

Paulus, Sokolowski & Sartor, Inc., Asst.
Lab Manager/Senior Technician 1988-
1994

Government of Gujarat, Public Works
Department (India) 1982
1987

PAUL A. TARVIN, P.E.

REGIONAL GEOTECHNICAL MANAGER

PROFESSIONAL EXPERIENCE

Mr. Paul Tarvin currently serves as a Regional Geotechnical Manager for Terracon's Central Division, located in the Milwaukee, Wisconsin office. Mr. Tarvin oversees the geotechnical work being conducted in Wisconsin as well as Illinois, serving the metropolitan areas of Milwaukee, Madison and Chicago.

Mr. Tarvin has over 30 years of experience as a geotechnical engineer working on projects ranging from \$2,000 to in excess of \$1 million. He is responsible for providing overall guidance, leadership and support to ensure the established goals and strategies of the Geotechnical Region are met. Mr. Tarvin has experience working with professionals of all levels, and since beginning his career, has been continuously promoted.

Mr. Tarvin's key clients in the Milwaukee area include We Energies, American Transmission Company, Gilbane Building Company, the Wisconsin Department of Transportation, the Wisconsin Department of Administration Division of Facilities Development, and numerous other public and private sector clients.

** Work performed prior to joining Terracon.*

PROJECT EXPERIENCE

Municipal

Foundation Restoration of the Milwaukee City Hall – Milwaukee, Wisconsin*

Principal in Charge for the investigation of the Foundation Restoration of the Milwaukee City Hall in downtown Milwaukee, WI. The Milwaukee City Hall is a historic structure constructed in the mid-1890s and is supported on over 2,600 timber piles. The structure has experienced total and differential settlements of several inches. A study on the cause of the deterioration of the timber piling and the subsequent settlement that occurred was conducted and a recommended repair scheme was recommended. The project team developed an innovative solution that consists of post tensioned concrete incorporating the original stacked limestone pile caps, supported by micropiles, thereby transferring the load from the compromised timber piles to the new deep foundation system.

Bluff Stabilization Projects – Milwaukee County, Wisconsin*

Project Manager or Principal in Charge of the geotechnical investigations for bluff stabilization projects along the Lake Michigan Shore line for Bender and Warnimont Parks, Milwaukee County, Wisconsin.

Commercial

Manpower Global Headquarters – Milwaukee, Wisconsin*

Mr. Tarvin was retained as the Principal in Charge to provide a complete package of site development services, including environmental, geotechnical, surveying, and civil design, as well as follow up construction monitoring and testing. The unoccupied urban site consisted of two parcels with complex geotechnical and environmental conditions. The site

Education

Master of Science, Civil Engineering, Michigan State University, 1982

Bachelor of Science, Civil Engineering, Michigan State University, 1980

Registrations

Professional Engineer: Wisconsin, No. E-25612, Virginia, Maryland, Michigan, New Jersey

Affiliations

American Society of Civil Engineers

ACEC Wisconsin Past President

Deep Foundations Institute

Work History

Terracon Consultants, Inc., Regional Geotechnical Manager, 2014-Present

STS/AECOM, Assistant Project Engineer, Project Engineer, Senior Project Engineer, Associate, Regional Vice President, Vice President, Geotechnical Resources Manager (North Region), 1982-2014

had many previous uses over the years and contained numerous buried structures, as well as several feet of uncontrolled fill and in some areas, buried compressible organic deposits. The geotechnical engineering study included utilizing pressuremeter testing to develop recommendations for support of the office building on high capacity drilled shaft foundations, and high capacity shallow foundations for the parking structure. Mr. Tarvin also provided recommendations for a cost-saving reinforced earth wall system as an option to construct the river walk over the uncontrolled fills and compressible organic deposits.

Cathedral Place Office Building – Milwaukee, Wisconsin*

Mr. Tarvin served as the Principal in Charge for the geotechnical investigation and follow up construction monitoring and testing for the 18-story Cathedral Place office building in downtown Milwaukee, WI. The pressuremeter was used to justify the use of high capacity shallow spread foundations supported on loose sands and moderate strength clays.

Energy

Emergency Response to the WE Energies Slope Failure at the Oak Creek, Wisconsin Power Plant – Oak Creek, Wisconsin*

Mr. Tarvin served as the Principal in Charge and Lead Geotechnical Engineer for the emergency response to the WE Energies Slope Failure at their Power Plant in Oak Creek, Wisconsin. Paul provided on-site geotechnical support for the emergency response efforts, and coordinated the survey, geotechnical investigation, remote sensing and construction monitoring efforts immediately following the event, and supported the subsequent forensic investigation.

Transportation

USH 51/STH 29 Reconstruction Project –Wisconsin*

Principal in Charge of the geotechnical investigation for the six-mile USH 51/STH 29 reconstruction project, which included expanding the existing corridor from four to six lanes and the major reconstruction of the two STH 29 freeway interchanges and five local urban interchanges. The project also required construction of multiple storm water detention facilities. The geotechnical investigation included drilling nearly 200 soil borings ranging in depth from 15 feet to over 100 feet over three project phases. Ground water observation wells were also installed for hydrologic studies, and test pits were excavated to evaluate constructability issues. The geotechnical evaluation included embankment stability and settlement analyses; design and construction recommendations for segmental and MSE retaining walls; both shallow and deep foundation recommendations for bridges; storm water retention systems; and embankment construction over soft soils. The geotechnical evaluation also included the investigation of possible borrow sources and detention ponds.

Reconstruction of U.S. Highway 12 and 18 – between Madison and Cambridge, Wisconsin*

Project Manager of the geotechnical investigation for the reconstruction of U.S. Highway 12 and 18 between Madison and Cambridge, Dane County, Wisconsin. The project included the reconstruction of approximately 18 miles of roadway, as well as the construction of a new diamond interchange at the intersection of County Trunk Highway "N". Dozens of borings were completed along the alignment, and recommendations were developed for the design and construction of pavements, foundation support of the bridge structures for the diamond interchange, as well as recommendations for staged embankment construction for a portion of the new alignment that extended over a fairly thick buried peat deposit. The staged construction included the extensive use of geotextile fabrics, as well as the installation of wick drains to facilitate consolidation of the organic deposits.

Slope Failure – Wisconsin*

Project Manager for the slope stability study and remedial action recommendations for a slope failure adjacent to a major rail line in Wisconsin. The investigation and repair scheme was completed on a fast track to allow the railroad to restore the line to full service as quickly as possible.

Subgrade Stabilization Projects – Wisconsin*

Served as the Project Manager for numerous subgrade stabilization projects for the design and construction of parking lots and roadways, including the use of geotextiles over marginal subgrade soils.

DOUGLAS A WALDEIER, P.E.

OFFICE MANAGER

PROFESSIONAL EXPERIENCE

Mr. Waldeier is the Office Manager and Construction Material Testing Services department manager in Terracon's Rockford, Illinois, office. He has fourteen years of experience in construction observation/testing, materials testing and deep and shallow foundation investigations. His responsibilities include coordination of equipment and personnel for geotechnical and construction service projects, and preparation of engineering reports for geotechnical and construction services projects.

PROJECT EXPERIENCE

Chrysler Assembly Plant Addition – Belvidere, Illinois

Terracon performed geotechnical investigation and construction observation services for an addition to the existing car manufacturing facility. Construction observation duties included drilled caisson foundation inspection, soils, aggregates, steel reinforcing, and concrete observation/testing services.

Federal Courthouse – Rockford, Illinois

Terracon performed construction observation services for a new multi-story federal courthouse facility. Construction observation duties included foundation inspection, soil, aggregate, structural steel, steel reinforcing, fireproofing, and concrete observation/testing services.

Wesley Willows – Rockford, Illinois

Terracon performed geotechnical investigation and construction observation services for a new multi-story retirement facility. Construction observation duties included shallow footing foundations, soil, aggregate, steel reinforcing, spray-applied fireproofing, asphaltic cement pavements, and concrete observation/testing services.

Mercy Hospital Trauma Center – Janesville, Wisconsin

Terracon performed geotechnical investigation and construction observation services for the new trauma center for Mercy Hospital. Construction observation duties included shallow footing foundations, soil, aggregate, steel reinforcing, spray-applied fireproofing, asphaltic cement pavements, and concrete observation/testing services.

Nicholas Conservatory – Rockford, Illinois

Terracon performed geotechnical investigation and construction observation services for a new greenhouse and outdoor park facility. Construction observation duties included crushed stone aggregate pier observation, soil, aggregate, asphaltic cement pavements, and concrete observation/testing services.

Lowes Distribution Center – Rockford, Illinois

Terracon performed construction observation services for a new 1.5 million square foot warehouse/distribution center. Construction observation duties included shallow footing foundations, soil, aggregate, structural steel, pavement and concrete observation/testing services.

Education

Bachelor of Science, Construction Engineering, 1997, Iowa State University

Registrations

*Professional Engineer: Missouri, No. 2002017822
Illinois, No. 062.064326*

Certifications

*QA/QC Certified Levels 1, 2, and 3
Portland Cement Concrete: Illinois
QA/QC Certified Levels 1, 2, and 3
Asphaltic Cement Concrete: Illinois
QA/QC Certified three-Day
Aggregate Technician
ACI Level 1 Certified
ACI Strength Technician
Nuclear Density Gauge Training
F-number Measurement Training
Terracon Roofing Inspection
Training Class
Nuclear Density Gauge Safety
Training*

Affiliations

Illinois Society of Professional Engineers

Work History

*Terracon, Project Engineer, 2000-present
Geotechnical Services Inc., Senior Engineering Technician, 1999-2000
KTI, Inc., Senior Engineering Technician, 1998-1999*

JUSTIN D. WARNER, P.E.

PROJECT GEOTECHNICAL ENGINEER II

PROFESSIONAL EXPERIENCE

Mr. Warner is a geotechnical engineer in Terracon's Waunakee, WI office. He is responsible for the development and coordination of subsurface exploration programs, interpretation of subsurface data with respect to proposed construction, and development of geotechnical engineering recommendations for design and construction. Mr. Warner is proficient in the design of retaining walls, shallow foundations and deep foundations in accordance with both allowable stress design (ASD) and load and resistance factor design (LRFD) methodologies. He is also experienced in performing combined seepage and stability evaluations of natural slopes and man-made earth embankments using geotechnical modeling software. Mr. Warner has over 7 years of geo-engineering experience in multiple market segments, including:

- Dams and hydroelectric
- Building foundations
- Solid waste landfills
- Transportation
- Power and Utilities
- Mining

** Work performed prior to joining Terracon.*

PROJECT EXPERIENCE

Interstate 55 and Lake Shore Drive Interchange Reconstruction – Chicago, Illinois*

Project engineer responsible for the development of the Structure Geotechnical Reports (SGR) which included geotechnical recommendations for design of rock-socketed drilled shafts, top of rock drilled shafts and mechanically stabilized earth abutments. Geotechnical design recommendations were developed in accordance with AASHTO and Illinois Department of Transportation LRFD methodologies.

Circle Interchange Bridge Abutment Retaining Walls – Chicago, Illinois*

Project engineer responsible for the geotechnical evaluation of post and panel and tangent drilled shaft retaining walls for the bridge abutments and wing walls. Design was completed in accordance with AASHTO and Illinois Department of Transportation LRFD methodologies.

UNO 67th Street Bridge Anchored Sheet Pile Wall Design – Omaha, Nebraska

Project engineer responsible for the design of an anchored sheet pile retaining wall to arrest slope movement observed between the west bridge abutment and pier bent. Design was completed in accordance with AASHTO LRFD methodologies using SLOPE/W software to evaluate global stability of the overall slope and SPW911 software to evaluate the internal stability of the anchored sheet pile wall.

Education

BS, Geological Engineering,
BS, Geology & Geophysics,
University of Wisconsin-Madison,
2006

MS, Geological Engineering,
University of Wisconsin-Madison,
2007

Registrations

Professional Engineer: Wisconsin,
No. 45425-6

Certifications

40-Hour OSHA Hazwoper

30-Hour OSHA Construction Safety

24-Hour MSHA Mine Safety

Work History

Terracon Consultants, Inc.,
Geotechnical Engineer, 2014-
Present

AECOM, Geotechnical Engineer,
2008-2014

Presentations/ Publications

ASCE Green Streets and Highways
Conference – "An Evaluation of
Recycled Asphalt Shingles for
Beneficial Reuse in Roadway
Construction"

Journal of ASTM Int. Vol. 9, No. 1 –
"An Evaluation of Recycled Asphalt
Shingles for Beneficial Reuse in
Roadway Construction"

I-39/90 Reconstruction, WI/IL State Line to Madison – Beloit to Madison, Wisconsin*

Corridor Management Team geotechnical engineer for the 45 mile Interstate 39/90 Reconstruction Project. Responsible for reviewing structure geotechnical reports, plans, and specifications for the interstate, alternate routes, and side roads.

STH 35 Retaining Wall Reconstructions – Maiden Rock, Wisconsin*

Project engineer responsible for the design of two post and panel retaining walls to replace the existing stone masonry walls along STH 35 in Northwest Wisconsin. The challenge to the project was to safely construct the new walls on marginally stable slopes above a major rail road line along the Mississippi River. Design was completed in accordance with AASHTO and Wisconsin Department of Transportation LRFD methodologies using SLOPE/W software to evaluate global stability of the overall slope.

Verona Road Interchange Temporary Sheet Pile Retaining Walls – Madison, Wisconsin*

Project engineer responsible for the design of three temporary anchored sheet pile walls to retain the existing bridge abutments during construction of the new Raymond Road overpass. Design was completed in accordance with AASHTO and Wisconsin Department of Transportation LRFD methodologies.

Olde Oneida Street Bridge Geotechnical Investigation – Appleton, Wisconsin*

Project engineer responsible for coordination of the subsurface exploration, laboratory soil testing, and development of geotechnical recommendations for design of rock-socketed drilled shafts for the bridge replacement. Geotechnical design recommendations were developed in accordance with AASHTO and WisDOT LRFD methodology. Also provided geotechnical design support for AECOM structural engineers during final design and construction of the new bridge.

Orchard Hills 34.5kV Transmission Line and Renewable Energy Station – Stillman Valley, Illinois

Project engineer responsible for field coordination of drill crews, classification of soil and rock samples, interpretation of subsurface data, and development of geotechnical engineering recommendations for design and construction of transmission tower foundations. Foundation types included drilled shafts and direct embed foundations.

Griffith Terminal Expansion Foundation Design Assistance – Griffith Indiana

Project engineer responsible for lateral analysis of drilled shafts to be used in support of pipelines, transmission towers and working platforms at the Griffith Terminal Expansion. Lateral analyses were performed using LPILE software. Lateral analysis results were provided to the structural engineer of record for assistance in developing the shaft sizes, embedment depths and reinforcement design.

Great Lakes Research Facility Dockwall Evaluation – Milwaukee, Wisconsin*

Project manager responsible for the evaluation of 500 feet of failed sheet pile dockwall and 700 feet of additional dockwall at the UW-Milwaukee's Great Lakes Research Facility. Developed a comprehensive structural and geotechnical evaluation of the existing conditions. Developed design alternatives for an anchored sheet pile wall extending through approximately 40 feet of soft organic, semi-organic, and inorganic cohesive soils and prepared a dockwall repair alternatives report with associated cost estimates.

50 Glade Road Property Bluff Stability Evaluation – Glencoe, Illinois

Project engineer responsible for field coordination of subsurface exploration program and development of geotechnical engineering recommendations for the design and construction of improvements to an existing residential property on a bluff overlooking Lake Michigan. Responsibilities also included design of helical tieback anchors to arrest movement of an existing sheet pile wall at the base of the slope.

LINDA CHEN YANG, P.G.

PRINCIPAL/OFFICE MANAGER

PROFESSIONAL EXPERIENCE

Ms. Yang has 20 years of experience in environmental consulting with a broad range of expertise in environmental, health, and safety. Ms. Yang has extensive knowledge of federal and state environmental programs and regulations, including CERCLA, RCRA, and regulations in multiple States (IEPA LUST, SRP, TACO, and IDEM RISC regulations). She specializes at site investigation, remediation, risk assessment, brownfields assessment, cleanup and redevelopment, negotiation, community outreach, life-cycle liabilities assessment, and achieving closures within the regulatory framework in Illinois, Indiana, Ohio, Michigan, Wisconsin, Minnesota, and Pennsylvania. She provides strategic and technical consulting to municipalities in brownfields assessment, cleanup, redevelopment and funding mechanisms. Additionally, Ms. Yang specializes at major oil and gas clients' project management, project framing, milestone evaluation, life-cycle assessment, NPV calculation, and decision making support.

Being the Office Manager of Terracon Naperville and Chicago offices, Ms. Yang manages teams of scientists and engineers to provide environmental, geotechnical and material testing services to our local, regional and national clients.

Before joining Terracon, Ms. Yang worked for a fortune 500 company managing an environmental group in the Chicago area. The work included remediation, environmental, health and safety consultancy, environmental due diligence, compliance, industrial hygiene, air, capital permitting, water and natural resources. She successfully established key relationships and developed regional and global accounts including Oil and Gas, Power Utility, and Manufactures.

PROJECT EXPERIENCE

Program Manager, City of South Beloit, Various brownfields properties. Ms. Yang serves as Program Manager overseeing South Beloit's brownfield assessment/cleanup projects. Terracon assisted the City preparing Remediation Objective Reports and Remedial Action Plans, and received IEPA SRP's approval. Terracon also assisted the City with its IEPA MBRG grant and RLF application, and USEPA ARC grant application. Several sites were enrolled into Site Remediation Program (SRP) for Comprehensive No Further Remediation Letters.

Project Director, Public Building Commission of Chicago, Whitney Young Public Library. Ms. Yang serves as Project Director overseeing this remediation project. Terracon conducted Phase I ESA, comprehensive Phase II Investigation, designed remedial scope of work utilizing in-situ chemical oxidation to address chlorinated solvent impact to soil and groundwater due to the historical dry cleaning operation. Terracon assisted the client securing the IEPA Brownfield Revolving Loan Fund (RLF), USEPA Brownfield Cleanup Grant and assisted the client with grants administrative reporting. The team is currently pursuing regulatory closure via the IEPA Site Remediation Program (SRP). Terracon also provided asbestos sampling and consulting services at this project.

Education

Bachelor of Science, Geology, 1990, Peking University, China

Master of Science, Geology, 1994, The University of Illinois Chicago

Masters of Business Administration (MBA), with Distinction, 2005, Kellogg Graduate School of Management, Northwestern University

Registrations

Professional Geologist: Illinois, 196.000764

Certifications

OSHA 40-Hour HAZWOPER Health and Safety Training

Loss Prevention System

Smith Driving

FA/CPR

Affiliations

Association of Environmental and Engineering Geologist

National Brownfields Association

Kellogg Executive Women Network

Work History

*Terracon, Environmental Office
Department Manager/Office
Manager, 2011-present*

*AECOM Technical Services, Inc.,
Department Manager 2005-2011;
Strategic Account Manager;
Regional Sales Director 2006-2009;
Project Manager, 1999-2005;
Project Geologist, 1994-1999*

Terracon was selected by the IEPA and USEPA to perform a green remediation evaluation at this site as part of the agency's pilot program.

Program Manager, Village of Schaumburg, Former Murzyn-Anderson Property. Ms. Yang serves as Program Manager overseeing this brownfield assessment/cleanup project. Terracon assisted the Village with completing the site assessment under IEPA's Municipal Brownfields Redevelopment Grant (MBRG), Revolving Loan Fund application, public outreach, and remediation using RLF fund. The site was enrolled into Site Remediation Program (SRP) and received a Comprehensive No Further Remediation Letter.

Project Director, City of Chicago Fleet and Facility Management (2FM) Environmental Program. Terracon assisted 2FM with various projects including Phase I/II, IEPA Site Remediation Program (SRP) sites, and USEPA Brownfields Grant sites.

Project Director, City of Rock Falls Environmental and Brownfields Program. Terracon assisted Rock Falls with various assessment and cleanup projects including Phase I/II ESA, IEPA Site Remediation Program (SRP) assessment, cleanup, securing NFR Letters, USEPA Brownfields Assessment and Cleanup Grant sites, IEPA Revolving Loan Fund sites, Municipal Brownfields Redevelopment Grant sites and full aspects of the required activities.

Project Coordinator, Major Pipeline Company, Emergency Response, Illinois. During the pipeline spill emergency response activities, Ms. Yang coordinated the technical experts and field staff assisting client with multiple work plans preparation required by the EPA Region 5, onsite permitting for water and wetland, manifesting, various agencies communication, and other supporting activities.

Program Manager, Manhard Consulting, Retail Store Phase I/II and Redevelopment Portfolio, Illinois and Indiana. Ms. Yang serves as Principal and Program Manager overseeing the full aspects of the Retail Stores Phase I/II and Redevelopment Portfolio in Greater Chicago and northwest Indiana. Terracon assisted the client with Phase I and II Environmental Site Assessment, evaluation of wetland and endangered species issues, and regulatory issues. Terracon also works with the civil engineers and developers to incorporate the environmental investigation results to site design so cost savings will be achieved during the construction.

Project Director, FDIC, Confidential Former Drycleaners Real Estate Transaction and Remediation, Greater Chicago, Illinois. Ms. Yang serves as Project Director overseeing the project. Terracon services included subsurface investigation, remedial evaluation and design, costing, permitting, field oversight, SRP reporting, IEPA coordination, and public outreach.

Program Manager, Major Oil and Gas Company Legacy Sites Liability Reduction and Compliance Portfolio, Illinois, Indiana, Wisconsin, Minnesota, Ohio, Pennsylvania, West Virginia, New York, North Carolina, South Carolina, Tennessee, Florida, and Nebraska. Program manager for a nation-wide petroleum/agricultural portfolio including service stations, terminals, bulk plants and former agricultural facilities. Led a cross functional, cross-regional team to assist the client to reduce its contaminated assets. The Program was a long term program to assess, remediate, and receive regulatory closure of the sites. Responsible for management and technical oversight of up to 6 project managers and other support staff conducting assessment and remediation of 40 legacy sites. Remedial/site closure strategies and pilot testing employed to date have included multi-phase extraction and treatment, air sparging and soil vapor extraction, groundwater pump and treat, soil excavation and disposal, bioremediation, monitored natural attenuation, and risk assessment to close sites. Regulatory agency closure has been achieved on 20 sites in the eastern United States.

Account Manager, Major Utility Company, Illinois. Account Manager for a Utility Client. Led the team assisting client with its stormwater/wetland permitting program, industrial hygiene needs, and greenhouse gas and carbon footprint reduction initiatives. Responsible for all project execution, health and safety, meeting client business objectives, construction and activity schedules, and cost effectiveness. Spearheaded Client/Consultant joint community services including Annual Earth Day fund raising and local prairie development.

3. Technical Competence

The following pages provide the Exhibit 1 forms detailing successful Illinois-Chicago Metropolitan projects for each of Geotechnical Project Managers assigned to PBC projects.



EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT A **LEGAL ACTION**

Firm Name: Terracon Consultants, Inc.

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

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



Litigation Statement

Terracon is a large engineering firm specializing primarily in geotechnical, environmental, and construction materials testing and we perform tens of thousands of projects nationwide. Given the large volume of projects we perform annually, we are subject to periodic claims and litigation. The number of claims received annually is a very small percentage of the overall number of projects performed, well less than 0.5% of the total.

As a large firm performing many projects, on very rare occasions we have terminated services on our projects prior to project completion. These situations usually arise from a failure to pay for those services, or from decisions to reduce our scope of service to the point where we are no longer comfortable, from a professional perspective, with the continuation of our services on a project. Again, we would stress that we perform several thousand projects annually and these situations arise very rarely and only after thorough efforts to reasonably resolve these issues.

Terracon carries a robust program of insurance to protect us and our clients when applicable against claims arising out of our services. The majority of our reported claims are not ultimately pursued against Terracon. In the claims that are pursued, Terracon has been very successful in defending itself against claims and in many of these cases, has been able to be completely vindicated. None of our claims have in the past impacted or are estimated in the future to impact either the financial strength of our company or the ability to provide quality services to our clients.

Due to the confidentiality and sensitivity of claim information, Terracon does not provide specific information on individual claims or litigation. If you have any specific questions or concerns about this disclosure, feel free to contact us to discuss further.

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 Douglas Loveridge, as Principal/Assistant Secretary
Name Title

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

1. Name of Firm: TSVC, Inc.
2. Address: 18001 W. 106th Street, Olathe, KS 60661
3. Telephone: 913.577.0302 Fax: 913.599.0324
4. FEIN: 06-1664423 SSN: _____

5. Nature of transaction (check the appropriate box):

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

6. Disclosure of Ownership Interests

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

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture

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

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Deleware
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
David R. Gaboury	President
Donald J. Vrana	Treasurer
Michael J. Yost	Secretary
Douglas O. Loveridge	Assistant Secretary/Treasurer

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

Name	Address	Ownership Interest Percentage

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

EXHIBIT B
DISCLOSURE AFFIDAVIT

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

B. SUBCONTRACTORS

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

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

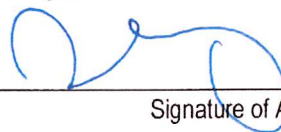
The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which 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

Douglas Loveridge

Name of Authorized Officer (Print or Type)

Principal/Asst. Secretary

Title

913.588.0302

Telephone Number

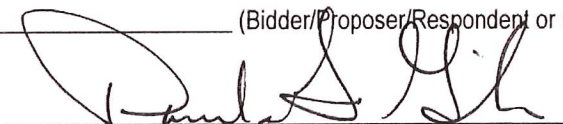
State of KS

County of Johnson

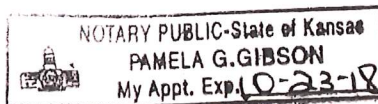
Signed and sworn to before me on this 3 day of May, 2016 by

____ (Name) as _____ (Title) of

____ (Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal



**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 Linda Yang, P.G., as Sr. Principal/Office Manager
Name Title

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

1. Name of Firm: Terracon Consultants, Inc.
2. Address: 650 W. Lake Street, Suite 420, Chicago, IL 60661
3. Telephone: 312.575.0014 Fax: 312.575.0111
4. FEIN: 42-1249917 SSN: _____

5. Nature of transaction (check the appropriate box):

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

6. Disclosure of Ownership Interests

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

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture

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

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Deleware
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 attachment 1	

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

Name	Address	Ownership Interest Percentage
TSVC, Inc.		

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

EXHIBIT B
DISCLOSURE AFFIDAVIT

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

B. SUBCONTRACTORS

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

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

Linda Yang, P.G.

Name of Authorized Officer (Print or Type)

Sr. Principal/Office Manager

Title

630.717.4263

Telephone Number

State of Illinois

County of DuPage

Signed and sworn to before me on this 3rd day of May, 2016 by

Linda Yang, P.G. (Name) as Sr. Principal (Title) of

Terracon Consultants, Inc. (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

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EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

PS2062D

Description or goods or services to be provided under Contract:

Geotechnical Services

Name of Consultant: Terracon Consultants, Inc.

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

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

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

Signature

Linda Yang, P.G.

Name (Type or Print)

May 3, 2016

Date

Sr. Principal/Office Manager

Title

Subscribed and sworn to before me
this 3rd day of May 20 16

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
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

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
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
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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.

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
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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.

EXHIBIT D
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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.

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

- 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.

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
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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.

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

- 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
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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

Sr. Principal/Office Manager

Date

Date

State of ^{Illinois} _____ County of _____

State of _____ County of _____

On this _____ day of ^{DuPage} _____, 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 (1 of 2)

Name of Project: _____

STATE OF ILLINOIS }

 } SS

COUNTY OF COOK }

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

Title and duly authorized representative of

Name of General Contractor whose address is

in the City of _____, State of _____

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Contract Value		%	%

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

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 ____

Attachment 4
Outline of Full-Time Personnel, Experience and Availability

Key Team Personnel Proposed:

Proposed Role	Name of Individual/Firm	Referenced Past Projects and Role	Local (L) or Non-Local (N) at Present	Date (Mo/Yr) Available Full Time
Program Manager	Richard O'Brien, P.E. Terracon	City of Chicago, 2FM- 59th & Ada Phase I/II ESAs, Chicago Illinois - Program Manager City of Chicago, 2FM - Roosevelt/Kostner SRP (Phs I / II), Chicago Illinois - Program Manager City of Chicago, 2FM - Kimball Park (Railway Brownfield), Chicago Illinois - Program Manager Algonquin Proposed Senior Housing XRF Sampling/Limited Site Investigation/Remediation Oversight	L	5/4/2016
Program Support	Linda Yang, P.G. Terracon	City of Chicago, DOE - Kimball Park (Railway Brownfield), Chicago Illinois - Project Manager Village of Schaumburg - Former Murzyn-Anderson Property - project Director (Brownfield)	L	5/4/2016
Program Support	Patty Bryan, P.G. Terracon	IDOT LSI Reporting, Review and Management Chicago Housing Authority MGP Site	L	5/4/2016
Senior Project Manager QA/QC Review Hazardous Materials Building Survey	Brendan Quealy Terracon	City of Chicago 2FM - Hazardous Materials Assessments/Oversight Public Building Commission of Chicago, Chicago Vocational Career Academy Renovation (Bid Package 1), Chicago, Illinois Environmental Consulting State Farm Center, UIUC Campus, Champaign, IL Asbestos and Lead-Based Paint Consulting, College of Medicine West Tower, Chicago, IL	L	5/4/2016
Project Manager (Professional III) Hazardous Materials Building Survey	Heather Eckard Terracon	City of Chicago 2FM - Hazardous Materials Assessments/Oversight Public Building Commission of Chicago, Chicago Vocational Career Academy Renovation (Bid Package 1), Chicago, Illinois Environmental Consulting State Farm Center, UIUC Campus, Champaign, IL	L	5/4/2016
Inspector (Professional II) Hazardous Materials Building Survey	Joe Keca Terracon	City of Chicago 2FM - Hazardous Materials Assessments/Oversight Public Building Commission of Chicago, Chicago Vocational Career Academy Renovation (Bid Package 1), Chicago, Illinois Environmental Consulting State Farm Center, UIUC Campus, Champaign, IL Asbestos and Lead-Based Paint Consulting, College of Medicine West Tower, Chicago, IL	L	5/4/2016
Senior Project Manager QA/QC Review Phase I ESA	Dave Moon Terracon	City of Chicago, 2FM- 59th & Ada Phase I/II ESAs, Chicago Illinois - Program Manager City of Chicago, 2FM - Skinner Park SRP (Brownfield), Chicago Illinois - Program Manager	L	5/4/2016
Field Environmental Scientist (Professional I) Phase I ESA	Lauren Trzaskus Terracon	City of Chicago, 2FM - Roosevelt/Kostner SRP (Phase I ESA), Chicago Illinois - Reporting City of Chicago, 2FM - 650 W. 83rd SRP (Phase I ESA), Chicago Illinois - Reporting	L	5/4/2016

- See Resumes included for numerous other examples

Attachment 4, Continued

Firm Proposing as Prime Consultant: Terracon Consultants, Inc.

	Referenced Previous Environmental/Engineering Projects of Size Similar to Proposed Project	Referenced Previous Environmental/Engineering Projects with 2FM or City of Chicago as Client
Project 1	<p>Proposed Senior Housing 2001 West Algonquin Road, Algonquin, IL</p> <p>Terracon performed a Phase I environmental site assessment (ESA) of the approximately 10.3-acre site that identified recognized environmental conditions (RECs). Terracon then performed a Limited Site Investigation (LSI) intended to evaluate the potential for subsurface contamination related to the RECs. During the Initial LSI investigation, nine hollow-stem auger soil borings were advanced at the Site to a total depth ranging from 20 to 32 feet below ground surface (bgs). Soil samples were screened on site using photoionization detector (PID) to detect the presence of volatile organic compounds (VOCs). Shallow soil samples were collected for laboratory analysis of one or more of the following: VOCs, PNAAs, RCRA Metals, organophosphorus pesticides, herbicides, nitrite-nitrate as nitrogen, ammonia-ammonium as nitrogen, and asbestos (to evaluate the potential for asbestos-released from previous demolition activities). As a result of an elevated lead concentration, additional soil samples were collected to attempt to delineate the lead impacts identified at that location. Based on the confirmation from these samples of elevated lead present in the shallow soils, Terracon returned to the Site to further delineate the shallow lead impacts. An additional 22 borings were advanced using direct-push methods. Discrete samples from these borings were screened for lead concentration in the field with a Thermo Scientific Niton XLP 300 Series x-ray fluorescence (XRF) analyzer. Based upon the results of the LSI, it was determined that soil or groundwater quality had not been adversely impacted above IEPA soil or groundwater remediation objectives at the Site, except for lead in 9 soil sample locations. Terracon oversaw the removal of the lead-impacted soil concurrent with redevelopment of the Site.</p>	<p>City of Chicago 2FM, 59th & Ada Phase I/II ESAs and Cost Estimate, Chicago, IL</p> <p>Terracon successfully completed Phase I and Phase II ESA services for Chicago 2FM for the former metal smelter site impacted by historical industrial uses, including metal smelting and auto wrecking yard.</p> <p>Because of the required time frame, Terracon emphasized early identification of RECs during the Phase I ESA, and simultaneously created a site-specific work plan for 2FM review prior to Phase II ESA. Twenty-four borings and three wells were advanced on site, and a total of 51 sample were submitted for laboratory analysis. Significant impacts were identified in the Phase II ESA report, including characteristic toxic concentrations of inorganics. Terracon utilized industry experience and local contractor contacts to develop a cost estimate to remediate the site for City of Chicago reference.</p>
Project 2	<p>Environmental Consulting State Farm Center, UIUC Campus, Champaign, IL</p> <p>Terracon provided, asbestos, lead-based paint (LBP) and universal waste consulting (inspection, project design and abatement oversight) for the renovation and addition of State Farm Center (Assembly Hall). Terracon reviewed the existing asbestos surveys and building records prior to mobilizing State of Illinois Department of Public Health (IDPH) licensed asbestos building inspectors to conduct an asbestos survey of the proposed renovation areas. Additional investigations included testing for lead-based paint (LBP) and a visual inventory of universal waste items. Reports documenting the findings of each investigation were prepared and a cost estimate prepared for asbestos abatement activities.</p> <p>Following completion of the assessment and reporting, Terracon coordinated with the architect team, the University and the University's construction manager to develop contract specifications and drawings for abatement of ACM and handling LBP during construction for each of three bid packages.</p> <p>During the multi-phased construction phase, Terracon is providing construction administration services, including submittal review and request for information (RFI) responses. Terracon is providing asbestos and LBP abatement oversight and monitoring of multiple phases of environmental remediation in coordination with the University's construction manager to insure that renovation activities are completed in accordance with the project's tight schedule which allows for most interior work to be performed during the non-basketball season (March to November).</p>	<p>City of Chicago, 2FM - Hazardous Materials Assessments/Oversight, Chicago, Illinois</p> <p>Since July 2013, Terracon has been the on-call consultant providing the City of Chicago 2FM with asbestos, lead-based paint (LBP) and other hazardous materials inspections, sampling and analysis at various City of Chicago facilities wherein 2FM tradespersons will be conducting future repair, renovation and/or construction services. Terracon conducts inspections at locations including police and fire stations, office buildings, medical clinics and other City-owned properties with most of the sites requiring results within one day of the inspection to allow for needed maintenance and/or renovation work to proceed without delay. Terracon provides recommendations for abatement/mitigation based upon the findings of the inspections conducted. Where abatement/mitigation has been required, Terracon prepares a site-specific scope of work for each project that is provided to the City's designated abatement contractor, provides abatement oversight, clearance and closeout reporting.</p>
Project 3	<p>Asbestos and Lead-Based Paint Consulting, College of Medicine West Tower, Chicago, IL</p> <p>Terracon was retained by the University of Illinois at Chicago (UIC) to provide environmental consulting, inspection, design and oversight services in support of the College of Medicine (COM) West Tower Learning Center Space renovation of six floors with multiple classrooms and laboratories and a basement with mechanical rooms and a student lounge. The 2nd, 3rd, and 4th floor renovation space covers approximately 25,000 square feet (SF) each. Terracon conducted an asbestos-containing materials (ACM) and lead-based paint (LBP) survey of areas that were to be affected by the construction and renovation activities and issued a report documenting the findings. Supplemental lead inspections were performed as demolition work continued that included collection of XRF readings, chip samples, air and wipe samples.</p> <p>Terracon prepared a work plan for lead mitigation work. Terracon attended project-related meetings and assisted the UIC project manager in coordinating environmental remediation activities and reviewing required submittals. Terracon was present on during on-site environmental remediation activities to provide project management, air monitoring and clearance activities. Terracon maintained copies of licensing, state notifications, and manifests for ACM removed from the site. Terracon also routinely collected air and wipe samples for lead outside of renovation areas to assess the impact the construction activities had on the remainder of the occupied building. Terracon prepared Final Reports to document the activities undertaken including lead abatement and asbestos abatement.</p>	<p>Public Building Commission of Chicago, Chicago Vocational Career Academy Renovation (Bid Package 1), Chicago, Illinois</p> <p>Terracon was retained by the Public Building Commission (PBC) to provide environmental consulting, inspection, design and oversight services in support of the renovation of the 800,000 square feet high school facility originally built in 1940 and associated site work at this Chicago Public School (CPS) location. Terracon conducted an asbestos-containing materials (ACM), lead-based paint (LBP) and hazardous material survey of interior and exterior areas of the school building that were to be affected by the construction and renovation activities and issued a report documenting the findings. Based on the findings of the survey, a cost estimate for the remediation required in the areas of the school building that will be affected by the construction and renovation activities was prepared.</p> <p>Terracon prepared technical specifications and drawings for asbestos, LBP and hazardous materials and coordinated the development of all environmental bid documents with the PBC's Architect of Record (AOR) and their project team. Terracon attended project-related meetings and will assist the PBC project manager in coordinating environmental remediation activities and reviewing required submittals.</p> <p>Terracon was present on-site during asbestos, LBP and hazardous materials remediation activities to provide project management, air monitoring and clearance activities. Terracon maintained copies of licensing, state notifications, and manifests for ACM removed from the site. Terracon prepared reports at the completion of the remediation to document the asbestos, LBP and hazardous materials remediation activities undertaken.</p>
Firm's Number of Local Engineers (i.e. presently located within Chicago Commuting area)		16
Firm's Number of Non-Local Engineers		500+
Firm's Number of Local Professional Geologists		4