



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

PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MATERIAL TESTING AND
INSPECTION SERVICES (PS2065G)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

TERRACON CONSULTANTS, INC.

FOR

CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES (PS2065G)

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:	Rob Salness, P.E.
CONTACT TELEPHONE:	630.445.0183
CONTACT EMAIL:	Rob.Salness@terracon.com
ADDRESS:	135 Ambassador Dr. Naperville, IL 60540

Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

TABLE OF CONTENTS

Execution Page.....3

Schedule A – Terms and Conditions.....5

Schedule B – Scope of Services.....12

Schedule C – Compensation of the Consultant15

Schedule D – Insurance Requirements19

Schedule E – Key Personnel22

Exhibit A – Legal Actions41

Exhibit B – Disclosure Affidavit43

Exhibit C – Disclosure of Retained Parties.....52

Exhibit D – Special Conditions for the Utilization of MBE/WBE Firms.....55

EXECUTION PAGE
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES (PS2065G)

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
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES – PS2065G

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emmanuel

Mayor Rahm Emmanuel
Chairman

Date: _____

ATTEST:

Lofi Ann Lypson
Secretary

Date: 6/24/16

CONSULTANT: Terracon Consultants, Inc.

Andy
President or Approved Signatory

Date: February 12, 2016

Linda Yang
Printed Name

AFFIX CORPORATE
SEAL, IF ANY, HERE

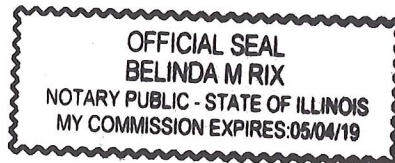
County of: DuPage

State of: Illinois

Subscribed and sworn to before me by Linda Yang and _____
on behalf of Consultant this 12th day of Feb, 2016.

Belinda M. Rix
Notary Public

My Commission expires: 5/4/2019
(SEAL OF NOTARY)



Approved as to form and legality:

Anne L. Zredd
Neal & Leroy, LLC

Date: 6-14-16

**SCHEDULE A
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

7. **Term.**

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

8. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$1,500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

9. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:
- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
 - b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
 - c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
 - d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
 - e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
 - f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.
 - h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.
11. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth herein.
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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE B
SCOPE OF SERVICES

I. INTENT

The Public Building Commission of Chicago (PBC) requires the services of experienced and reliable construction material and inspection testing firms or teams to perform the following Construction Material Testing and Inspection Services at Various Sites:

II. GENERAL SCOPE OF SERVICES – CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES AT VARIOUS SITES

The Consultant will enter into a Task Order with the PBC. The Consultant's Task Order will be executed in a Lump Sum Format, on a project by project basis. The Consultant must provide all Services required for completing the Construction Materials Testing and Inspection Services of the assigned project or projects during the construction phases. Generally, the Consultant must provide testing and inspection services for topsoil, foundations, site work, asphalt, concrete, masonry, structural steel, roofing, windows, painting, sprayed on fire-proofing, fire-stopping and all other tests and inspections as set forth in the specifications. The Services will include the provision of all required labor, materials and equipment, related to the completion of Construction Materials Testing and Inspection Services as directed by the PBC and as indicated in the project specifications. The Project Documents will be made available at the time of issuance of the Task Order Service Request. Specific services to be performed by the Consultant include, but are not limited to:

A. INSPECTION AND TESTING PLANS:

1. Within five (5) days after award of a Task Order, unless otherwise noted, from the PBC, the Consultant must submit a proposed inspection and testing plan to the Project Manager. The inspection and testing plan must define methods to implement inspections and tests, verify and document results, and ensure that items conform to contract requirements, including drawings and specifications.
2. The Consultant must develop, implement, and maintain the accepted inspection and testing plan so that it produces objective evidence that structures, systems, components, or services meet the requirements specified in the Contract. The Consultant must update the plan to reflect changes in inspection and testing procedures as necessary.
3. The Consultant must include test requirements, acceptance criteria, and test conditions in the inspection and testing plan. A list of tests that the Consultant is to perform must be furnished citing the test name and specification references containing the test requirements.
4. The Consultant must develop, implement, and maintain documented procedures for receiving incoming product, for work in process, and for final inspection and testing.
 - a. Receiving inspection must be performed to verify conformance of products or materials with specified requirements. Certificates of conformance and compliance must be checked.
 - b. In-process inspections must be performed to verify conformance of work processes and quality of items or work to specified requirements to ensure that those requirements are achieved throughout the duration of the work.
 - c. Final inspection and testing must be performed to ensure that all specified inspections and tests have been carried out, that resulting data meet the specifications, and that the finished product conforms to the specifications. Final inspection and testing must be documented and submitted to the PBC.
5. The Consultant's documented procedures for inspection and testing must:
 - a. Identify the quality characteristics to be inspected, examined, and tested at each activity point.
 - b. Specify inspection and test procedures and acceptance criteria to be used.
 - c. Describe what, when, where, how, and by whom steps are to be performed. Include specific responsible personnel, pertinent materials and equipment, controlling documentation, and methods of process control.

- d. Notify PBC in writing of any/all non-conforming work.
 - e. Participate in any/all meetings regarding non-conformance and prepare written recommendations as directed by the PBC.
6. The Consultant must use competent inspection personnel. Personnel performing inspections and tests must possess a demonstrated competence in the specific area of interest and have an adequate understanding of the requirements. Methods must be established and implemented by the Consultant to ensure that suitable education, experience, and technical qualifications are maintained for such personnel.
 7. In-process inspection activities must be planned and performed to ensure the quality of the finished work.
 8. Documented inspection and testing results must be prepared, reviewed, safely stored, and maintained by the Consultant. Such records must be available to the PBC during the course of the work and are subject to continual surveillance and oversight by the PBC.

B. CONTROL OF MEASURING AND TESTING EQUIPMENT

1. The Consultant must develop, implement, and maintain documented procedures to control the calibration and maintenance of inspection, measuring, and testing equipment.
2. Controls for calibration and maintenance of inspection, measuring, and testing equipment must be documented.
 - a. The equipment must meet the standards of accuracy for the measurements that are required.
 - b. The equipment must be calibrated according to national standards where available, and to documented standards where no national standards exist.
 - c. The equipment must be recalibrated at regular intervals, and the recalibration must be properly documented as follows:
 - i. A calibration log must be maintained of all equipment requiring calibration.
 - ii. A record of calibration status must be maintained.
 - iii. All calibrated equipment must be labeled with the current calibration date and due date of next calibration.
 - d. The equipment must be maintained properly to ensure its fitness for use.
 - e. Prior to and during use, the user of the equipment must ensure that the environmental conditions are suitable for the use of the equipment.
 - f. If the equipment is found to be out of calibration, the validity of previous inspection and test results must be assessed and documented.
 - g. Notify the PBC in writing of any equipment found to be out of calibration.
3. The Consultant must maintain records of calibration and maintenance of inspection, measuring, and testing equipment.
4. The Consultant must ensure that requirements for control of inspection, measuring, and testing equipment are included in contract and procurement documents and, where appropriate, are required of its consultants and suppliers.

C. LABORATORY PERFORMANCE REQUIREMENTS

1. All tests must be in accordance with Project Documents.
2. The results of the tests shall be immediately documented and submitted to the PBC. Failing tests shall be clearly identified. Laboratory tests are to be run promptly. Time is of the essence.
3. The Consultant's duty is to ensure that all field-inspected items are correct prior to incorporation into the project. Items not correct must be identified and documented.

4. The consultant's inspectors shall sign in and out of the PBC project office daily. The inspector's rough draft reports shall be written immediately at the close of a shift and transmitted to the PBC prior to the inspector's leaving the site. The final report shall be transmitted to the PBC within 24 hours of the close of the shift.
5. All inspections, tests, and reports shall meet the requirements of the Project Documents and any and all applicable governing codes and standards.
6. Each field inspection report shall uniformly annotate specific discreet locations of the reported inspections, tests, and activities.
7. The inspector is to have access to a laptop computer, phone, and basic office supplies, so reports can be immediately prepared on site.
8. All inspection and testing reports are to be delivered in a timely, neat, and orderly fashion, and are not to impede the progress of other trades or the overall project.
9. The Consultant shall provide the PBC with the required inspector certifications for approval and provide a list of all personnel and certifications they have in testing and inspection.
10. The Consultant will furnish and deliver a service that meets or exceeds the testing requirements as stated in the Project Documents.
11. The Consultant understands that this project is on an accelerated time-line and shall provide information, equipment, and manpower as required to meet deadlines and schedules for this project.
12. All Consultant's on-site personnel will be required to wear safety glasses, hardhats, and any other required personal protective equipment (PPE). Personnel failing to wear PPE shall be removed from the project.
13. The Consultant shall provide for and participate in project meetings per the Contract Documents, and at the request of the PBC.

D. REPORTING

An engineer registered as a Professional Engineer in the State of Illinois shall be assigned to the project to review field and laboratory data and transmit daily reports to the project design and construction team. Field reports shall indicate if the tests and/or observations made are in conformance with project requirements. Nonconforming items shall be immediately brought to the project manager's attention and shall be placed on a nonconformance log. Nonconforming items shall remain on the log until corrective action has been taken and the work meets or exceeds project specifications. Minor items shall be carried on the "rolling deficiency list."

E. SUBMISSION REQUIREMENTS

The mandatory submissions are listed below:

1. The name of the firm and location of the office that will be responsible for executing the services in the Task Order.
2. The name, address, e-mail address and phone number of a contact person responsible for and knowledgeable of the Task Order Service Request.
3. The name of the Consultant's responsible professional engineer (PE) with a copy of his/her current license.
4. A clearly identified list of all staff associated with this Task Order. Resumes highlighting past experience and current certification and licenses should also be included.
5. A list of recent proficiency testing completed.
6. Evidence of the most recent laboratory inspection and certifications performed by local and nationally recognized authorities.
7. The Consultant must submit inspector resumes for approval.

F. TASK ORDER SERVICES REQUEST AND AWARD PROCESS

Pre-Qualified Consultants must perform the ordered and required Services in a satisfactory manner consistent with the standard of performance stated in Attachment G – Form of Agreement Section 3.b. Such Services will be determined on an as-needed basis and as described in a Task Order Services Request. Pre-Qualified Consultants will be responsible for the professional and technical accuracy and completeness of all work or materials furnished.

G. ISSUANCE OF TASK ORDERS

1. All Services must be authorized by a written Task Order. Pre-Qualified Consultants acknowledge and agree that the PBC is under no obligation to issue any Task Orders for Services.
2. The PBC may issue a Task Order Request specifically referencing the Agreement, identifying the project, and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date.
3. The PBC has the discretion to issue a task order to the Pre-Qualified Consultants in one of the following manners:
 - a. Rotational Basis: In an effort to ensure equitable distribution of the task orders, the PBC may opt to assign the work on a rotational basis
 - b. Solicit competition for a limited number of Consultants: In an effort to ensure competition, the PBC reserves the right to solicit pricing from a subset of the pre-qualified pool of vendors on a rotational basis.
 - c. Directed Source: The PBC reserves the right to directly assign task orders to a Pre-Qualified Consultant. A directed source assignment may be the option of choice when:
 - i. The project requires specific expertise.
 - ii. The PBC is attempting to meet aspirational goals designed to eradicate the effects of competitive disadvantages in the award of contracts
 - iii. The emergency nature of the assignment.
 - d. Pre-Qualified Consultants should be able to respond to Task Order requests within five (5) days for most projects. Task Order requests may include, but are not limited to a proposed time schedule, budget, deliverables and a list of key personnel, all of which must conform to the terms of the Task Order Request and the terms and conditions of the Agreement.
 - e. Costs associated with the preparation of Task Orders are not compensable under the Agreement and the PBC is not liable for any additional costs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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. The Commission expressly reserves the right to award not-to-exceed, lump sum, or alternative fee structures within its Task Orders.
- 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES - PS2065G
LOADED HOURLY RATES**

Complete the following Hourly Rate table and provide various hourly rates for each category. The hourly rate shall include typical overhead 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.

DESCRIPTION	UOM	QTY	COST
SITE WORK			
A Moisture Density Curve (Proctor)	Each	1	\$ 165.00
B Soil Bearing and Compaction Test	Per hour	1	\$ 90.00
C Asphalt Compaction Testing	Per hour	1	\$ 90.00
CONCRETE			
A Concrete Test Cylinders, 6" x 12"	Each	1	\$ 16.00
B Floor Flatness Testing, Machine and Labor	Day	1	\$ 700.00
C Substrate Moisture Test Equipment and Labor	Day	1	\$ 125.00
UNIT MASONRY			
A Clay Masonry Unit Test	Each	1	\$ 85.00
B Concrete Masonry Unit Test	Each	1	\$ 55.00
C Masonry Prisms	Each	1	\$ 125.00
D Grout Pinwheels	Each	1	\$ 18.00
E Mortar 2" X 2" Cylinders	Each	1	\$ 18.00
METALS			
A Ultrasound Weld Flaw Detector	Day	1	\$ 170.00
B Radiographic Tester	Day	1	\$ 290.00
C Magnetic Particle Tester and Yoke	Day	1	\$ 160.00
SPRAYED-ON FIREPROOFING, FIRESTOPPING, AND FIRE-RESISTIVE JOINT SYSTEMS			
A Thickness and Density of Material Testing	Per hour	1	\$ 90.00
B Bonding Strength to Surfaces Testing	Each	1	\$ 45.00
C Firestopping Through Penetration Testing	Per hour	1	\$ 90.00
D Fire Resistance Testing	Per hour	1	\$ 90.00
MISCELLANEOUS			
A Liquied Penetrant Testing Equipment	Day	1	\$ 75.00
B Water Spray Test Equipment	Day	1	\$ 550.00
C Field Technician Rate	Per hour	1	\$ 90.00
D Project Manager Rate	Per hour	1	\$ 120.00
E	Per hour	1	-
E	Per hour	1	-

NOTES:

SCHEDULE D
INSURANCE REQUIREMENTS – PS2065

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.

A. INSURANCE TO BE PROVIDED

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.

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include 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, 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.

3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago, the User Agency and Owners must be named as Additional Insured on a primary, non-contributory basis.

4. Professional Liability

When any professional Consultant performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$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.

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.

6. Valuable Papers

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

7. Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$1,000,000 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 ongoing and completed operations.

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

8. Railroad Protective Liability

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

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

B. ADDITIONAL REQUIREMENTS

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

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners and their respective Board members, employees, elected and appointed officials, and representatives.

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

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

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

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

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

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

Consultant must submit the following:

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/1/2017 2/26/2016

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		NAIC #
INSURER A: Lexington Insurance Company		19437
INSURER B: Travelers Property Casualty Co of America		25674
INSURER C: The Travelers Indemnity Company		25658
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1312890 TERRACON CONSULTANTS, INC.
650 W LAKE STREET
CHICAGO, IL 60661

COVERAGES TERCO01 CERTIFICATE NUMBER: 10889680 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"/> CONTR'L LIABILITY 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 C B	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 N	N/A	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	\$2,000,000 EA CLAIM & \$2,000,000 IN THE ANNUAL AGGREGATE.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONSTRUCTION MATERIAL TESTING & INSPECTION SERVICES FOR VARIOUS SITES UNDER THE MASTER AGREEMENT - PS2065G. THE PUBLIC BUILDING COMMISSION, OWNER, USER AGENCY, AND THE CITY OF CHICAGO ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL, AUTO AND EXCESS LIABILITY. THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO THE GENERAL LIABILITY.

CERTIFICATE HOLDER

10889680
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

001 - Terracon - ecr - 20659 CMT - 2016 01 01
00000 - 01 - 14 - 06 - 06

**SCHEDULE E
KEY PERSONNEL**

(ATTACHED HERETO AND INCORPORATED HEREIN)

Terracon Construction Materials Testing Services Personnel				IDOT QC/QA, ACI, ICC, AWS and ASNT Certifications																									
Personnel/Name	Title	Education	Years Exp.	Associations	PE	Agg.	HMA	HMA	HMA	Nuc. Den.	PCC	PCC	PCC	SOLS	ACI	ICC	PTI	AWS	ASNT										
						3- Day	HMA Lev.1	HMA Lev.2	HMA Lev.3		PCC Lev.1	PCC Lev.2	PCC Lev.3	S-333 Geotech. Field Testing & Insp.	Concrete Strength Technician	Agg. Testing Technician Level I	Soils	Reinforced Concrete	Prestressed Concrete	Masonry	Fire Proofing	Steel-Welding	Steel-Bolting	Level II	CWI	UT Level II	UT Level I		
Linda Yang, P.G.	Principal/Office Manager	MBA, Kellogg Graduate School 2005 Masters, Geology, UIC 1994 B.S., Geology Peking University, China 1990	21	Ass. Of Env. Engineering Geologist, Asian Women Prof. Network	P.G.																								
Weideler, Doug, P.E.	Office Manager	B.S. Construction Engineering, 1997	17	IL Society of Prof. Engineers	X	X	X	X	X	X	X	X	X		X														
Lamb, James	Project Manager	B.A. Business Management, 2005	10	ICC, ACI, PMI										X	X	X	X	X	X										
Sainess, Rob, P.E.	CME Department Manager	B.S. Civil Engineering, 1986	26	ASCE	X																								
Bill Quinn	Laboratory Manager	B.S. Occupational Education, SUJ, 1984	42	ACI, Committee D18, ASTM																									
Patel, Manhar	Senior Project Manager	B.S. Civil Engineering, 1985	26											X				X						X					
Tailor, Pradip	Laboratory Manager	Associates Civil Engineering, 1981	30			X	X	X	X	X	X	X	X	X	X	X	X	X	X										
Bermudez, Juan	Technician		12			X	X	X	X	X	X	X	X									X							
Enw/ia, Oti	Technician		21			X	X	X	X	X	X	X	X																
Jeffers, Justin	Technician		11			X	X	X	X	X	X	X	X																
Lewis, Todd	Technician		6			X	X	X	X	X	X	X	X									X							
Marcellino, Vince	Technician		3			X	X	X	X	X	X	X	X																
Parkin, Chris	Technician		10			X	X	X	X	X	X	X	X																
Quadi, Goussudih	Technician		27			X	X	X	X	X	X	X	X									X							
Stortz, Jason	Technician		7			X	X	X	X	X	X	X	X									X							
Syed, Samad	Technician		6			X	X	X	X	X	X	X	X									X							
Syed, Shaje	Technician		8			X	X	X	X	X	X	X	X									X							
Youkhma, Heitham	Technician	B.S. Civil Engineering, 1986	23			X	X	X	X	X	X	X	X			X						X							

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 serving clients covering the spectrum of 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, agency negotiation, community outreach, life-cycle liabilities assessment, and achieving closures within the regulatory framework in Illinois, Indiana, Ohio, Michigan, Wisconsin, Minnesota, and Pennsylvania. She has developed the strong brownfields program for Terracon greater Chicago area assisting municipalities and Not-for-Profits with grant identification, application, brownfields assessment, cleanup, and redevelopment. 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, Ms. Yang manages teams of scientists and engineers to provide environmental services to our regional and national clients. Services include environmental due diligence, site characterization, remediation, compliance, natural resources and industrial hygiene. The operation also includes geotechnical and material testing services. Clients include industrial, commercial and municipalities.

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.

Ms. Yang is bilingual and is fluent in English and Chinese.

PROJECT EXPERIENCE

Project Director, Public Building Commission of Chicago, Whitney Young Public Library. Ms. Yang serves as Project Director overseeing this remediation project. Terracon conducted a Phase I ESA, a comprehensive Phase II Investigation, designed a remedial scope of work utilizing in-situ chemical oxidation to address chlorinated solvent impact to soil and groundwater due to the past dry cleaning operation. Terracon assisted the client securing the IEPA Brownfield Revolving Loan Fund (RLF), USEPA Brownfield Grant and assisted the client with grants administrative reporting. A Comprehensive No Further Remediation Letter was received from the IEPA Site Remediation Program (SRP). Terracon also provided asbestos sampling and consulting services at this project. 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.

Education

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

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

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

Registrations

Professional Geologist: Illinois, 196.000764

Certifications

OSHA 40-Hour Health and Safety Training

Loss Prevention System

Smith Driving

FA/CPR

Affiliations

Association of Environmental and Engineering Geologist

Asian Women Professionals Network

Work History

Terracon, Environmental Department 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

HAITHAM J. YOUKHANA

SENIOR TECHNICIAN/FIELD ENGINEER

PROFESSIONAL EXPERIENCE

Mr. Youkhana is a Senior Technician/Field Engineer in Terracon's Naperville, Illinois office where he is responsible for material testing and construction inspection. He has been with Terracon for over 14 years and his duties include field and laboratory testing of asphalt, soils, concrete and fireproofing.

Mr. Youkhana provides experienced field engineering services related to drilled pier (caisson) installations, fireproofing observation, auger cast pile installation, slurry wall construction, floor flatness testing, mass earthwork observation and field testing, reinforcing steel placement observation and concrete testing.

Mr. Youkhana's past experience includes field construction supervision and on-site sampling/testing of construction materials; monitoring various commercial construction projects; water and sewage projects and roadway projects.

PROJECT EXPERIENCE

Center for Biomedical Discovery, University of Chicago

Observed the installation of slurry wall perimeter foundations and drilled pier foundations to depth of about 75 feet. Over 100+ caissons were installed to hard pan designed for 20 ksf bearing capacity as well as full time observation and testing of concrete and reinforcing steel. Close monitoring and observations minimized overdrilling and allowed proper depths for bellings without compromising integrity and stability of caisson bell excavations.

Public Building Commission, Chicago – Belmont Cragin Elementary School

Performed construction observation and testing services as the lead technician of the owner's Independent Testing Lab. Primary duties generally included foundation bearing soils, reinforcing steel, structural concrete, slab-on-grade/suspended concrete slabs, masonry mortar and grout specimens, subgrade stability, backfill placement and compaction. Developed reliable relationship with Public Building Commission project team.

26 Story High Rise Building– Chicago, IL

Observed the installation of drilled piers (caisson) to depth of about 60 feet through zones of sand and compressible clay, which required close monitoring during drilling and concrete placement. Observed and tested bearing soils using Rimac test equipment and verified bell diameters. Observed the placement of reinforcing steel for the caisson caps, grade beam and superstructure.

Post Tensioned Parking Garages – Downers Grove, Geneva and Berwyn, IL

Observed and tested foundation bearing soils and concrete, observed reinforcing steel placement. Assisted project manager with post tensioning tendon and reinforcing steel placement observation and observed the stressing operation of slab/beam tendons and documented elongations.

EDUCATION

Bachelor of Science, Civil Engineering, Mosul University-Iraq, 1986

CERTIFICATIONS

Nuclear Density Gauge Safety Training

ACI Concrete Technician – Grade I

IDOT Aggregate Mixture Technician Course

IDOT PCC Level I & II

IDOT HMA Level I & II

IDOT Bituminous Density Tester

ICC Special Inspector – Structural Masonry

ICC Special Inspector – Spray Applied Fireproofing

WORK HISTORY

Terracon Consultants, Inc., Senior Technician/Field Engineer, 1998 Present

Iraq Civil Engineer, 1986-1998

SHAJEE SYED

FIELD TECHNICIAN

PROFESSIONAL EXPERIENCE

Mr. Syed is a senior field technician in Terracon's Naperville, Illinois office. He has over 8 years of diversified experience in materials testing and construction observation.

Mr. Syed has been responsible for materials testing for numerous facilities, including schools, large warehouses, roadways, retail buildings and offices. A partial list of projects is summarized below.

PROJECT EXPERIENCE

Union Pacific Railroad Joliet Intermodal Terminal – Joliet, Illinois

Served as the lead technician during the construction of the \$370 million, 785 acre Union Pacific Railroad (UPRR) Joliet Intermodal Terminal. Monitored and inspected the suitability/stability of the subgrade soils including proofrolling, moisture/density and static/dynamic cone penetrometer testing. Monitored and tested the concrete for Portland cement concrete pavement as well as the construction materials testing of appurtenant buildings and structures and coordination of GPS and mobile lab reporting procedures.

Wal-Mart and Costco Stores – Chicago, Illinois

Served as the lead inspector for the construction of several Wal-Mart and Costco stores in northeastern Illinois. Personally inspected all foundations for these buildings. Also performed observation and testing of concrete, reinforcing steel, masonry, soils and asphalt paving.

Walgreen Stores, Chicago, IL

Served as the lead inspector for the construction of several Wal-Mart and Costco stores in northeastern Illinois. Personally inspected all foundations for these buildings. Also performed observation and testing of concrete, reinforcing steel, masonry, soils and asphalt paving.

Certifications

ACI Concrete Technician – Grade I

IDOT Aggregate Mixture Technician Course

IDOT PCC Level I & II

IDOT HMA Level I

IDOT Bituminous Density Tester

ICC Soils Special Inspector

STTP-S-33 Soils Field Testing & Inspection

Work History

Terracon, Inc. Field Technician, 2004 – Current

SAMAD SYED

FIELD TECHNICIAN

PROFESSIONAL EXPERIENCE

Mr. Syed is a senior field technician in Terracon's Naperville, Illinois office. He has over 6 years of diversified experience in materials testing and construction observation.

Mr. Syed has been responsible for materials testing for numerous facilities, including schools, large warehouses, roadways, retail buildings and offices. A partial list of projects is summarized below.

PROJECT EXPERIENCE

Union Pacific Railroad Joliet Intermodal Terminal – Joliet, Illinois

Served as the lead technician during the construction of the \$370 million, 785 acre Union Pacific Railroad (UPRR) Joliet Intermodal Terminal. Monitored and inspected the suitability/stability of the subgrade soils including proofrolling, moisture/density and static/dynamic cone penetrometer testing. Monitored and tested the concrete for Portland cement concrete pavement as well as the construction materials testing of appurtenant buildings and structures and coordination of GPS and mobile lab reporting procedures.

Wal-Mart and Costco Stores – Chicago, Illinois

Served as the lead inspector for the construction of several Wal-Mart and Costco stores in northeastern Illinois. Personally inspected all foundations for these buildings. Also performed observation and testing of concrete, reinforcing steel, masonry, soils and asphalt paving.

Walgreen Stores, Chicago, IL

Served as the lead inspector for the construction of several Wal-Mart and Costco stores in northeastern Illinois. Personally inspected all foundations for these buildings. Also performed observation and testing of concrete, reinforcing steel, masonry, soils and asphalt paving.

Certifications

ACI Concrete Technician – Grade I

FACE Dipstick Floor Profiler

IDOT Aggregate Mixture Technician Course

IDOT PCC Level I & II

IDOT Bituminous Density Tester

Work History

Terracon, Inc. Field Technician, 2006 – Current

JASON STORTZ

Field Technician

PROFESSIONAL EXPERIENCE

Mr. Stortz is a Field Technician in Terracon's Naperville, Illinois office where he is responsible for material testing and construction inspection. He has been with Terracon for over 9 years and his duties include field and laboratory testing of asphalt, soils, concrete and fireproofing.

Mr. Stortz provides experienced field engineering services related to drilled pier (caisson) installations, fireproofing observation, auger cast pile installation, slurry wall construction, floor flatness testing, mass earthwork observation and field testing, reinforcing steel placement observation and concrete testing.

Other job responsibilities include observing and testing the placement of asphalt pavement and performing compaction tests using nuclear moisture density gauge.

PROJECT EXPERIENCE

Wal-Mart Addition – Forest Park, Illinois

Lead Technician for a 75,000 square-foot expansion to the existing Wal-Mart in Forest Park, Illinois. Scope of services included providing all observation and testing of all building foundations, concrete, reinforcing steel, masonry and asphalt paving.

Public Building Commission, Chicago – Edgebrook Elementary School

Performed construction observation and testing services as the lead technician of the owner's Independent Testing Lab. Primary duties generally included foundation bearing soils, reinforcing steel, structural concrete, slab-on-grade/suspended concrete slabs, masonry mortar and grout specimens, subgrade stability, backfill placement and compaction. Developed reliable relationship with Public Building Commission project team.

West Ridge Industrial Park and Building 7 – Aurora, Illinois

Served as a lead inspector during the construction of a 686,000 square foot warehouse distribution facility. This site included the placement of over 33 feet of new engineered fill. Also, monitored and inspected site grading operations for 3 other future buildings, totaling over 1 million square feet of warehouse/distribution space.

Union Pacific Railroad Joliet Intermodal Terminal – Joliet, Illinois

Served as a field technician during the construction of the \$370 million, 785 acre Union Pacific Railroad (UPRR) Joliet Intermodal Terminal. Monitored and inspected the suitability/stability of the subgrade soils including proofrolling, moisture/density and static/dynamic cone penetrometer testing. Monitored and tested the concrete for Portland cement concrete pavement as well as the construction materials testing of appurtenant buildings and structures and coordination of GPS and mobile lab reporting procedures.

Certifications

IDOT PCC Level I, II, III

IDOT 3-Day Aggregate

IDOT S-33 Geotechnical Field Testing and Inspection

Nuclear Density Gauge Safety Training

ACI Concrete Technician – Grade I

ICC Special Inspector – Structural Masonry

ICC Special Inspector – Reinforced Concrete

Work History

Terracon, Inc., Field Technician, April 2005 – Current

Midwest Engineering, Technician, 2003 - 2004

SHAH GOUSUDDIN QUADRI

FIELD ENGINEER

PROFESSIONAL EXPERIENCE

Mr. Quadri is a field engineer in Terracon's Naperville, Illinois office where he is responsible for material testing and construction inspection. His duties include field and laboratory testing of asphalt, extraction, soil classification, standard Proctor tests, and Atterberg Limits determination.

Mr. Quadri's past experience includes field construction supervision and on-site sampling/testing of construction materials; monitoring various utility installations, following municipal procedures and practices at various governmental and commercial construction projects; and cost estimation and preparation of monthly work bills of contractors.

PROJECT EXPERIENCE

Residence Hall and Dining Facility , Chicago, IL

Observed installation of drilled piers (caisson) foundations. Verified the designed bearing capacity of soils at shaft bottom using Rimac test equipment and verified bell diameters. Observed the placement of reinforcing steel for the caissons, grade beam and foundation wall constructions. Maturity Meter probes installation and monitored in slab concrete to assist with early concrete strength and to optimize scheduling of form removal.

32 Story High Rise Building, Chicago, IL

Observed installation of drilled piers (caisson) to depth of about 65 feet through zones of sand compressible clay, which required close monitoring during drilling and concrete placement. Verified the designed bearing capacity of soils at shaft bottom using Rimac test equipment and verified bell diameters. Observed the placement of reinforcing steel for the caissons, grade beam and foundation wall constructions.

Science Building and Student Union Hall: Moraine Valley Community College, Palos Hills, IL

Observed installation of drilled piers and conventional spread foundations in general accordance with project plans, geotechnical report and specifications. Monitored earthwork and performed field density tests on soils to establish design subgrade. Observed and tested foundation bearing soils, reinforcing steel, concrete testing and asphalt.

Meijer Stores (Various Locations in Chicago Area)

Responsible for construction materials testing and inspection including soils, concrete, asphalt, foundations, steel and roofing for approximately 120,000 s.f. stores per location.

Saudi Aramco Yanbu Refinery - Saudi Arabia

Responsible for materials testing and construction, quality control, submission of test results and daily reports, field testing of asphalt and concrete, foundation inspections, utility installation, and mass earthwork and reinforcing steel placement inspections.

EDUCATION

Bachelor of Science, Civil Engineering, A.M.I.E. University-India, 1981

CERTIFICATIONS

Nuclear Density Gauge Safety Training

IDOT Mixture Aggregate Technician Course

IDOT HMA Level I and Level II

IDOT PCC Level I, II

IDOT Bituminous Density Tester

IDOT Standard Earth Density Course

ICC Spay-Applied Fireproofing Special Inspector

ICC Structural Masonry

WORK HISTORY

Terracon, Inc., Field Engineer, 2000-Present

Saudi Arabia municipal, Civil Engineer, 1983-1999

CHRISTOPHER PARKIN

FIELD TECHNICIAN/STRUCTURAL STEEL INSPECTOR

PROFESSIONAL EXPERIENCE

Mr. Christopher Parkin is a construction materials technician in the Naperville, Illinois office. He is primarily responsible for the observation and testing of structural steel, fireproofing and firestopping materials, reinforced masonry construction and floor flatness/levelness testing. Mr. Parkin is also familiar with mass earthwork projects, portland cement concrete and finishing of large interior floor slabs, and asphalt concrete.

PROJECT EXPERIENCE

Belmont Cragin Elementary School – Public Building Commission, Chicago, Illinois

Performed inspection services for structural masonry, fireproofing and firestopping materials for 3-story structural steel structure. Mr. Lewis provided timely and responsive service to the PBC in resolving contractor performance issues and clarification of specified materials and procedures. Also, performed the required floor flatness/levelness testing on this project.

Various Wal-Mart Supercenters – Northern Illinois

Performed structural steel connection observations for new Wal-Mart supercenters throughout Northern Illinois. Mr. Lewis also has extensive experience in supervising team of technicians and monitoring large interior floor slab concrete pours. His experience included liaison between contractor, owner, design engineer and producer to meet specified finished product. Based on his experience, Mr. Lewis was instrumental in notifying the client of delamination of interior floor slab concrete, poor concrete quality and contractor performance and application of finishing compounds. Additional duties that complemented his involvement in interior floor slab quality are certified floor flatness/levelness technician.

Target Store – DeKalb, Illinois

Performed inspection of all structural steel and floor flatness/levelness for a new 128,650 sq. ft. Target store in DeKalb, Illinois.

New Sherman Hospital – Elgin, Illinois

Lead technician for a complete review of all spray-applied fireproofing for a new 800,000 sq. ft., six-story hospital. Worked closely with the General Contractor and City Inspector to help verify that fireproofing met project specifications. Job included significant coordination between the fireproofing crews and tracking and closing of non-conformance items.

Distribution Warehouse – Elmhurst, Illinois

Lead technician during construction of a new 290,000 sq. ft. distribution warehouse located near O'Hare Airport. Project included significant soil remediation due to fill materials present throughout the site. Duties included observation and testing of all earthwork, foundations, floor slab concrete, structural steel, floor flatness/levelness testing and site paving operations.

Education

Iowa State University, 1984-1987

Certifications

*Terracon Visual Inspection – Level 2
- Structural Steel Welding*

*ICC Structural Steel and Bolting
Special Inspector, 2009*

*ICC Structural Masonry Special
Inspector, 2008*

*ICC Spray-applied Fireproofing
Special Inspector, 2008*

*ACI/ASTM F-Number Measurement,
FACE – Dipstick Floor Profiler*

Nuclear Density Gauge Training

IDOT 3-day Aggregate

ACI Level I Field Testing Technician

Work History

*Terracon Consultants, Inc., 2006-
Present*

TODD LEWIS

FIELD TECHNICIAN/STRUCTURAL STEEL INSPECTOR

PROFESSIONAL EXPERIENCE

Mr. Todd Lewis is a construction materials technician in the Naperville, Illinois office. He is primarily responsible for the observation and testing of structural steel, fireproofing and firestopping materials, reinforced masonry construction and floor flatness/levelness testing. Todd is also familiar with mass earthwork projects, portland cement concrete and finishing of large interior floor slabs, and asphalt concrete.

PROJECT EXPERIENCE

Belmont Cragin Elementary School – Public Building Commission, Chicago, Illinois

Performed inspection services for structural masonry, fireproofing and firestopping materials for 3-story structural steel structure. Mr. Lewis provided timely and responsive service to the PBC in resolving contractor performance issues and clarification of specified materials and procedures. Also, performed the required floor flatness/levelness testing on this project.

Various Wal-Mart Supercenters – Northern Illinois

Performed structural steel connection observations for new Wal-Mart supercenters throughout Northern Illinois. Mr. Lewis also has extensive experience in supervising team of technicians and monitoring large interior floor slab concrete pours. His experience included liaison between contractor, owner, design engineer and producer to meet specified finished product. Based on his experience, Mr. Lewis was instrumental in notifying the client of delamination of interior floor slab concrete, poor concrete quality and contractor performance and application of finishing compounds. Additional duties that complemented his involvement in interior floor slab quality are certified floor flatness/levelness technician.

Target Store – DeKalb, Illinois

Performed inspection of all structural steel and floor flatness/levelness for a new 128,650 sq. ft. Target store in DeKalb, Illinois.

New Sherman Hospital – Elgin, Illinois

Lead technician for a complete review of all spray-applied fireproofing for a new 800,000 sq. ft., six-story hospital. Worked closely with the General Contractor and City Inspector to help verify that fireproofing met project specifications. Job included significant coordination between the fireproofing crews and tracking and closing of non-conformance items.

Distribution Warehouse – Elmhurst, Illinois

Lead technician during construction of a new 290,000 sq. ft. distribution warehouse located near O'Hare Airport. Project included significant soil remediation due to fill materials present throughout the site. Duties included observation and testing of all earthwork, foundations, floor slab concrete, structural steel, floor flatness/levelness testing and site paving operations.

Education

Iowa State University, 1984-1987

Certifications

*Terracon Visual Inspection – Level 2
- Structural Steel Welding*

*ICC Structural Steel and Bolting
Special Inspector, 2009*

*ICC Structural Masonry Special
Inspector, 2008*

*ICC Spray-applied Fireproofing
Special Inspector, 2008*

*ACI/ASTM F-Number Measurement,
FACE – Dipstick Floor Profiler*

Nuclear Density Gauge Training

IDOT 3-day Aggregate

ACI Level I Field Testing Technician

Work History

*Terracon Consultants, Inc., 2006-
Present*

JUSTIN JEFFERIS

SENIOR FIELD TECHNICIAN

PROFESSIONAL EXPERIENCE

Mr. Jefferis is a senior field technician in Terracon's Naperville, Illinois office. He has over 11 years of diversified experience in materials testing and construction observation.

Mr. Jefferis has been responsible for materials testing for numerous facilities, including schools, large warehouses, roadways, retail buildings and offices. A partial list of projects is summarized below.

PROJECT EXPERIENCE

Union Pacific Railroad Joliet Intermodal Terminal – Joliet, Illinois

Served as the lead technician during the construction of the \$370 million, 785 acre Union Pacific Railroad (UPRR) Joliet Intermodal Terminal. Monitored and inspected the suitability/stability of the subgrade soils including proofrolling, moisture/density and static/dynamic cone penetrometer testing. Monitored and tested the concrete for Portland cement concrete pavement as well as the construction materials testing of appurtenant buildings and structures and coordination of GPS and mobile lab reporting procedures.

26 Story High Rise Building– Chicago, IL

Observed the installation of drilled piers (caisson) to depth of about 60 feet through zones of sand and compressible clay, which required close monitoring during drilling and concrete placement. Observed and tested bearing soils using Rimac test equipment and verified bell diameters. Observed the placement of reinforcing steel for the caisson caps, grade beam and superstructure.

Wal-Mart and Costco Stores – Chicago, Illinois

Served as the lead inspector for the construction of several Wal-Mart and Costco stores in northeastern Illinois. Personally inspected all foundations for these buildings. Also performed observation and testing of concrete, reinforcing steel, masonry, soils and asphalt paving.

32 Story High Rise Building, Chicago, IL

Observed installation of drilled piers (caisson) to depth of about 65 feet through zones of sand compressible clay, which required close monitoring during drilling and concrete placement. Observed the placement of reinforcing steel for the caissons, grade beam and foundation wall construction.

Sears Centre Arena, Hoffman Estates, IL

The 240,000 square foot structure located on the 35-acre site has become the centerpiece of the lushly landscaped site, surrounded by an open plaza for pre- and post- event functions. Construction Observation and Testing Services consisted of soil observation and compaction testing, foundation testing, reinforcing steel observation, concrete, and masonry mortar and grout testing.

EDUCATION

Bachelor of Science, Business Management, University of Illinois -Chicago, 2006

Certifications

Certified Nuclear Density Gauge Operator

ACI Concrete Field Testing Technician – Grade 1

ICC Special Inspector – Structural Masonry

Work History

Terracon, Inc. Senior Field Technician, 2006 – Current

Terracon, Inc. Geotechnical Drillers Helper, 1999-2006

ODISHO ENWIA

SENIOR TECHNICIAN

PROFESSIONAL EXPERIENCE

Mr. Enwia is a Senior Construction Services Engineering Technician with over 20 years of experience and has been with Terracon over 10 years, since 1999. He conducts both field and laboratory testing of soils, asphalt, concrete, asphalt, masonry and aggregates. Prior to working with Terracon, Mr. Enwia worked in the construction industry in the Chicago area for 2 years and worked in the Middle East as a civil engineer from 1989 to 1997. Listed below are representative project on which he has performed testing and inspection services.

PROJECT EXPERIENCE

Wal-Mart and Home Depot Stores – Chicago, Illinois

Served as the lead inspector for the construction of several Wal-Mart and Home Depot stores in northeastern Illinois. Personally inspected all foundations for these buildings. Also performed observation and testing of concrete, reinforcing steel, masonry, soils and asphalt paving.

Target Stores –Illinois and Wisconsin

Served as the lead inspector for the construction of 3 Target stores in Racine and Milwaukee, Wisconsin and Algonquin, Illinois. Personally inspected all foundations for these buildings. The Milwaukee store had caisson foundations that extended through loose fill soils. Also performed observation and testing of concrete, reinforcing steel, structural masonry, soils and asphalt paving.

Gurnee Town Center – Gurnee, Illinois

Lead technician for sitework and foundation observation for a large retail development in Gurnee. The project included mass grading and paving operations for 3 “big box” retail stores, as well as several smaller retail developments.

West Ridge Industrial Park and Building 7 – Aurora, Illinois

Served as a lead inspector during the construction of a 686,000 square foot warehouse distribution facility. This site included the placement of over 33 feet of new engineered fill. Also, monitored and inspected site grading operations for 3 other future buildings, totaling over 1 million square feet of warehouse/distribution space.

AT&T, Sprint and Nextel Cell Towers – Various Sites, Illinois

Inspected the installation of caisson foundations for several carriers throughout Illinois. Performed inspection and observation of both caisson and mat foundations for over 100 sites.

Summal Project – Dahuk, Iraq

Supervised the reconstruction of 7 villages, 2 primary schools, 2 medical clinics and several roads.

EDUCATION

Bachelor of Science in Civil Engineering, 1985, University of Baghdad, Iraq

CERTIFICATIONS

Certified Nuclear Density Gauge Operator

ACI/IDOT Concrete: PCC Level I

IDOT Concrete: PCC Level II & III

IDOT 3-Day Aggregate

IDOT Level I Bituminous Concrete

IDOT Level II Bituminous Concrete

ICC Reinforced Concrete Inspector

WORK HISTORY

Terracon Consultants, Inc. Naperville, Illinois, Senior Technician 1999-present

Professional Service Industries (PSI), Elgin, Illinois, Engineering Technician 1997-1999

Iraq Civil Engineering Projects

Project Engineer 1989-1997

WILLIAM P. QUINN

LABORATORY MANAGER

PROFESSIONAL EXPERIENCE

Mr. Quinn is laboratory manager of Terracons'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

JUAN BERMUDEZ

SENIOR FIELD TECHNICIAN

PROFESSIONAL EXPERIENCE

Mr. Bermudez is a senior field technician in Terracon's Naperville, Illinois office. He has over 15 years of diversified experience in materials testing and construction observation.

Mr. Bermudez has been responsible for materials testing for numerous facilities, including schools, large warehouses, roadways, retail buildings and offices. A partial list of projects is summarized below.

PROJECT EXPERIENCE

Wal-Mart Store – Aurora, Illinois

Lead Technician for a new 203,819 square-foot Wal-Mart in Aurora, Illinois. Scope of services included providing all observation and testing during mass grading, including lime stabilization of poor subgrade soils. Acted as a liaison between Wal-Mart and the project developer to insure that the outlot parcels were also prepared to project specifications. In addition to soil testing, was also responsible for observation and testing of all building foundations, concrete, reinforcing steel, masonry and asphalt paving.

Frankfort School District 157-C School Additions

Lead Technician for construction of two large additions to Grand Prairie Elementary School and Chelsea Intermediate School in Frankfort, Illinois. Provided quality control for earthwork, reinforced concrete, reinforced masonry, floor slab concrete and light-duty/heavy-duty pavements. Provided proactive communication as liaison between general contractor and owner/client to assure work was performed in accordance with project specifications.

Wal-Mart Addition – Hodgkins, Illinois

Lead Technician for a 75,000 square-foot expansion to the existing Wal-Mart in Hodgkins, Illinois. Scope of services included providing all observation and testing of all building foundations, concrete, reinforcing steel, masonry and asphalt paving.

Streator Cayuga Ridge Wind Farm – LaSalle County, Illinois

Lead Technician for concrete testing of 95 wind turbine foundations. Each turbine foundation contained over 400 cubic yards of concrete. Pours occurred during winter months so maintaining proper curing and storing conditions for the concrete test specimens was an integral part of the project. Also provided subgrade evaluations for several miles of haul roads that were used to deliver and erect the wind turbines.

Certifications

Certified Nuclear Density Gauge Operator

IDOT 3-day Aggregate Training

IDOT HMA Level I

ACI Concrete Field Testing Technician – Grade 1

ICC Reinforced Concrete Special Inspector

ICC Structural Masonry Special Inspector

ICC Structural Steel Bolting Special Inspector

ICC Spray-Applied Fireproofing Special Inspector

Work History

Terracon, Inc. Senior Field Technician, 2007 – Current

Construction Testing Services, Field Technician, 1999 - 2007

PRADIP TAILOR

LABORATORY MANAGER PROFESSIONAL EXPERIENCE

Mr. Tailor has been the Laboratory Manager at the Terracon Naperville, Illinois office for over 17 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

MANHAR N. PATEL

SENIOR PROJECT MANAGER

PROFESSIONAL EXPERIENCE

Mr. Patel is a Senior Project Manager in Terracon's Naperville, Illinois office where he is responsible for project management, supervision of field technician's and reviews reports related to construction materials testing and observation services. His duties project management, help prepare proposals of new construction projects and maintain client relationships.

Mr. Patel provides experienced field engineering services related to drilled pier installations, auger cast piles, precast post tensioned slab construction, floor flatness and levelness testing, fireproofing and water proofing observation, paint thickness and roadway subgrade evaluations. He also serves as local radiation safety officer and conducts the safety training classes for new field technicians.

Mr. Patel's past experience includes field construction supervision and on-site sampling/testing of construction materials including soils, asphalt and concrete; monitoring contractor's construction procedures and practices at various commercial project and cost estimation.

PROJECT EXPERIENCE

Wrigley Field Restoration Project – Chicago, Illinois

. The complex project required close communication and coordination between project team and Terracon personnel to maintain aggressive construction schedule. Structural steel fabrication shop and field inspections including UT/MT services were provided. Steel coupons were collected from existing steel members within ballpark to verify strength of steel and to perform metallurgical analysis. Concrete core samples were taken from existing concrete within the ballpark to evaluate the concrete strength, chemical analysis (carbonation and petrographic analysis) and to perform life cycle analysis. During this analysis, reinforcing steel within existing concrete was scanned (GPR) to verify with available old historical drawings.

New Malcolm X College – Chicago, Illinois

Project Manager for new Malcolm X College building and parking garage. The project includes construction of a new, 531,000 square feet Academic Building and a new 445,000 square feet parking garage. The college building will range in height from 2 to 8 stories above grade and the parking garage will be a 6-story, slab-on-grade, post-tensioned concrete structure with no basement. Eighteen deep borings were performed along with pressuremeter and vane shear testing. A total of 368 caissons were used to support the structures.

Education

Bachelor of Science, Civil Engineering, M.S. University – India 1984

Certifications

Post Tensioning Inspector –Level 2 (Post Tensioning Institute)

ICC Certified Special Inspector – Spray on applied fireproofing and Reinforced Concrete

Floor Flatness Inspector by FACE

IDOT Certified Bituminous Inspector

IDOT Certified Concrete Inspector

Nuclear Density Gauge Safety Training and local RSO

Work History

Terracon Consultants, Inc., Naperville, IL, 1992 - present

Engineers International, Engineering Technical, 1990 – 1992

Surat Municipal Corporation, Civil Engineer, 1986-1989

JAMES O. LAMB

PROJECT MANAGER

PROFESSIONAL EXPERIENCE

Mr. Lamb is a Project Manager in Terracon's Naperville, Illinois office where he is responsible for project management, supervision of field technician's and reviews reports related to construction materials testing and observation services. His duties project management, help prepare proposals of new construction projects and maintain client relationships. He has combined experience at the technician and project manager levels on geotechnical engineering projects and construction materials testing projects. Mr. Lamb has experience working with owners and contractors on large-scale commercial, residential, and public works projects and serves as project manager for various contracts with federal, state and municipal clients as well as owners, developers, and contractors.

As a special inspector on commercial building projects, Mr. Lamb has verified reinforcing steel during the construction of masonry structures as well as reinforced concrete structures. Mr. Lamb has provided earthwork monitoring and testing services during the construction of commercial building pads, which require knowledge of geotechnical recommendations for the sites.

PROJECT EXPERIENCE

Public Building Commission, Chicago – Various Schools and Public Buildings

Project manager for the construction observation and testing services as the owner's Independent Testing Lab. Primary duties generally included foundation bearing soils including drilled piers, reinforcing steel, structural concrete, slab-on-grade/suspended concrete slabs, masonry mortar and grout specimens, subgrade stability, backfill placement and compaction. Developed reliable relationship with Public Building Commission project team.

Midwest Warehouse Building – North Aurora, Illinois

Project Manager for construction of 650,000 square foot warehouse/distribution building. Responsible for providing observation and testing services during mass grading, complicated by demolition of existing structures with deep basements/pits. Also responsible for observation and testing of building foundations, concrete, reinforcing steel, structural steel and heavy-duty/light-duty concrete and asphalt pavements. Provided additional consulting and testing services during floor slab construction including stabilization of poor subgrade soils, moisture content and cement content of daily concrete production and floor flatness.

Wal-Mart Stores – Various Cities, New Mexico and Illinois

Project Manager for construction of numerous main tenant individual buildings and joint development buildings. Managed daily activities of technicians and provided proactive management/communication as liaison between general contractor and owner to assure work was performed in accordance with project specifications.

Education

Bachelor of Arts, Business Management, 2005, Columbia College of Missouri

Master of Business Administration, 2012, Roosevelt University, Chicago

Certificate, Project Management Professional, 2015, DePaul University, Chicago

Certifications

ICC Master of Special Inspection

ICC Reinforced Concrete Special Inspector

ICC Structural Masonry Special Inspector

ICC Structural Steel and Bolting Special Inspector

ICC Structural Steel Welding Special Inspector

ICC Soils Special Inspector

ICC Prestressed Concrete Special Inspector

ICC Spray-Applied Fireproofing Special Inspector

PTI-Post-Tensioning Level I & II

American Concrete Institute (ACI) Field Testing Technician Certification

AWCI Certified EIFS Inspector

Radiation Safety Officer Certification

Fall Protection Certification

Trenching and Shoring Safety Certification

Affiliations

International Code Council (ICC)

American Concrete Institute (ACI)

Project Management Institute (PMI)

Work History

Terracon, Project Manager, 2006-present

Terracon, Sr. Inspector, Field and Laboratory Technician, 2005-2006

ROBERT J. SALNESS, P.E.

CONSTRUCTION SERVICES DEPARTMENT MANAGER

PROFESSIONAL EXPERIENCE

Rob Salness is the Department Manager for the Construction Services Department in the Naperville and Chicago, Illinois office. Mr. Salness is responsible for project oversight, including client communication and consultation, regulatory interface, assimilation of cost proposals, implementation of field work, budgetary control, and successful project management. He also is responsible for preparing and reviewing engineering reports, supervision and training of staff and technicians.

PROJECT EXPERIENCE

Benedictine College of Business – Lisle, Illinois

Project Manager for construction of a new 126,000 square feet, 4-story classroom building with a basement at Benedictine University in Lisle, Illinois. Terracon contracted with Benedictine University to provide Construction Materials Testing service. The project consisted of the construction of The structure was supported on spread footing foundations and structural steel columns, beams and roof joists supporting composite metal deck. Site work included curb, sidewalk and underground utilities.

Edward Hospital West Building Expansion, Naperville, Illinois

Project Manager for a new 2-story vertical expansion of the existing Edward Hospital facility. The \$64 million project featured an additional 81,000 square feet of new space for the new Ortho/Neuro and ICU beds, a physical therapy gym and a 2-story pedestrian bridge to connect the expansion to the existing surgery department. Project management roles included close communication and coordination of testing between project team personnel. Construction testing services included foundations, reinforcing steel observation, structural steel with new construction and reinforcing of existing columns and frames, spray-applied fireproofing materials and air infiltration and water penetration testing on exterior metal panel walls.

Parking Garages – Village of Downers Grove, Illinois; Alexian Brothers Medical Center, Elk Grove Village, Illinois

Project Manager for construction of 3-5 story parking garage structures. Construction services included observation and testing services of foundation bearing soils obstructed by existing underground utilities, reinforcing steel, concrete testing using maturity meters and installation/stressing of post-tension concrete slab tendons.

Public School Districts – Public Building Commission of Chicago, Illinois and Northeast Illinois Area

(Elgin U46, Naperville 203, Indian Prairie 204, Kaneland 302, Oswego 308, North Berwyn 98, South Berwyn 100, Orland Park 135, Plainfield 202, Cicero 99, Lisle 202, Lake Park 108)

Project Manager for construction of several new or expansion of elementary, middle and high school buildings. Responsible for typical materials testing (soils/concrete/masonry/steel). Provided consultation as project geotechnical engineer during demolition of existing structures with deep basements/pits and difficult site soil conditions.

Education

Bachelor of Science, Civil Engineering, 1986, Iowa State University

Registrations

Professional Engineer: Illinois

Affiliations

American Society of Civil Engineers

Work History

*Terracon Consultants, Inc.,
Department Manager, 2008-Present*

*Terracon Consultants, Inc., Senior
Project Engineer, 1999-2007*

*Applied Soil Mechanics, Inc. - Project
Engineer, 1986-1999*

DOUGLAS A WALDEIER, P.E.

OFFICE MANAGER

PROFESSIONAL EXPERIENCE

Mr. Waldeier is the 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 construction service projects, training of personnel, serving as the local radiation safety officer, and preparation of engineering reports for construction services projects.

PROJECT EXPERIENCE

Industrial

Ingersoll Cutting Tools - Central Warehouse – Rockford, Illinois

Terracon performed geotechnical investigation and construction observation services for a new tool manufacturing warehouse facility. Construction observation duties included shallow footing foundations, soil, aggregate, steel reinforcing, and concrete observation/testing services.

Professional Services Completed: November 2011

Construction Completed: March 2012

Construction Cost: 2012

Terracon Fee: \$12,761.00

Chrysler Belvidere 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.

Professional Services Completed: August 2011

Construction Completed: 2012

Construction Cost: \$700 million

Terracon Fee: \$289,107.60

Federal

Rock Falls Waste Water Treatment Plant – Rock Falls, Illinois

Terracon performed construction observation services for a new waste water treatment plant. The site included buildings for administration, equipment, and maintenance. Multiple water treatment structures were also constructed. Construction observation duties included foundation inspection, soils, aggregates, asphaltic cement pavements, steel reinforcing, and concrete observation/testing services.

Professional Services Completed: July 2011

Construction Completed: August 2011

Construction Cost: \$30 million

Terracon Fee: \$162,836.40

Federal Courthouse – Rockford, Illinois

Terracon performed construction observation services for a new multi-

Education

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

Registrations

Professional Engineer: Missouri, No. 2002017822, Illinois (Pending)

Certifications

QA/QC Certified Levels 1, 2, and 3 Portland Cement Concrete: Illinois

QA/QC Certified Levels 1 and 2 Asphaltic Cement Concrete: Illinois

QA/QC Certified three-Day Aggregate Technician

Aggregate Technician

ACI Level 1 Certified

ACI Strength Technician

Nuclear Density Gauge Training

F-number Measurement Training

Terracon Roofing Inspection Training Class

Training Class

Nuclear Density Gauge Safety Training

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

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.

For any questions answered "Yes" see attached litigation statement

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: 06-1664428 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".

- | | |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other: _____ |

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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
E. Lynn Price	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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

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

Name	Ownership Interest Percentage

SOLE PROPRIETORSHIP

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

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

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

Name(s) of Principal(s)

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

Name	Address

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

B. SUBCONTRACTORS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

C. STATE TAX DELINQUENCIES

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

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

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

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

913.577.0302

Telephone Number

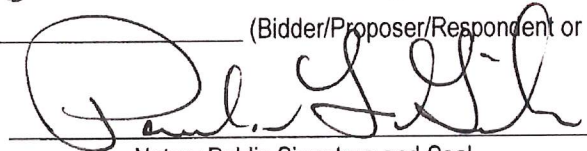
State of KS

County of Johnson

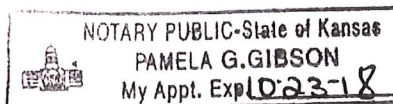
Signed and sworn to before me on this 15 day of Feb, 2016 by

Doug Loveridge (Name) as Asst. Secy (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".

- | | |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other: _____ |

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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.	18001 W. 106th St., Olathe, KS	100%

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

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

Name	Ownership Interest Percentage
N/A	

SOLE PROPRIETORSHIP

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

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

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

Name(s) of Principal(s)

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

Name	Address

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

B. SUBCONTRACTORS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

C. STATE TAX DELINQUENCIES

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

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

Name of Authorized Officer (Print or Type)

Senior Principal

Title

630.717.4263

Telephone Number

State of Illinois

County of DuPage

Signed and sworn to before me on this 12th day of February, 2016 by

Linda Yang (Name) as Sr. Principal (Title) of

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

Notary Public Signature and Seal



Terracon Consultants, Inc. (TCI) Directors and Officers

Board of Directors

David R. Gaboury (CORP), Chair
C. Harold Cobb (HOU)
Michael E. Covert (CORP)
Robert W. Pavlicek (RAL)

Corporate Officers

David R. Gaboury (CORP), President
Donald J. Vrana (CORP), Executive Vice President, Treasurer
Douglas D. Loveridge (CORP), Vice President, Assistant Secretary/Assistant Treasurer
Michael J. Yost (CORP), Vice President, General Counsel
E. Lynn Price (CORP), Secretary

George D. Cozart (AUS), Executive Vice President
Jamal Najm (ATL), Executive Vice President
Michael J. O'Grady (CORP), Executive Vice President
M. Gayle Packer (CORP), Executive Vice President, General Counsel
Swaminathan "Vasan" Srinivasan (OCY), Executive Vice President

Joe L. Aldern (OCY), Senior Vice President
Tim W. Anderson (PHO), Senior Vice President
William J. Brickey (CHA), Senior Vice President
Matthew A. Catlin (STL), Senior Vice President
William R. Christopher (CH3), Senior Vice President
C. Harold Cobb (HOU), Senior Vice President
Michael E. Covert (CORP), Senior Vice President
Victor R. Donald (BTR), Senior Vice President
Alain J. Gallet (BIR), Senior Vice President
André M. Gallet (CDR), Senior Vice President
Alex A. Goharioon (ATL), Senior Vice President
David D. Harwood (CORP), Senior Vice President
Douglas J. Jobe (FTC), Senior Vice President
Kevin F. Langwell (CORP), Senior Vice President
Joseph W. Marsh (LEN), Senior Vice President
Maroun Moussallem (DEN), Senior Vice President
Robert W. Pavlicek (RAL), Senior Vice President
Jeffrey C. Roberts (HOU), Senior Vice President
Ryan R. Roy (MAN), Senior Vice President
Kevan D. Sharp (CORP), Senior Vice President
Jack L. Spriggs (DAL), Senior Vice President

Richard G. Acree (WIN), Vice President
Mickey H. Barrett (JA1), Vice President
Matt Beheshti (CORP), Vice President
James G. Bierschwale (AUS), Vice President
Robert M. Cords (JA1), Vice President
Chuck A. Gregory (SAN), Vice President
Michael H. Homan (TUL), Vice President

Terracon Consultants, Inc. (TCI)

Directors and Officers

Corporate Officers (continued)

John T. Juenger (HOU), Vice President
Eric D. Kunz (SEA), Vice President
Timothy G. LaGrow (NAS), Vice President
Richard A. Minichiello (FTL), Vice President
Terrell W. Rippstein (BIR), Vice President
R. Jackson Scott (CIN), Vice President
James M. Schmidt (SEA), Vice President
Michael W. Schrum (CHA), Vice President
Richard M. Simon (JAC), Vice President
Chris S. Srock (ATL), Vice President
David M. Svingen (OMA), Vice President
Kent R. Wheeler, (SLC), Vice President
Vanessa D. Zambo (CORP), Vice President

TSVC, Inc.
Directors, Officers, Committees and Trustees

Board of Directors

David R. Gaboury (CORP), Chair
George D. Cozart (AUS)
Robert L. Herchert (External Director)
Albert B. Malmsjo (External Director)
Jamal Najm (ATL)
Michael J. O'Grady (CORP)
M. Gayle Packer (CORP)
Vasan Swaminathan (OCY)
Nancy Tuor (External Director)
Donald J. Vrana (CORP)

Board Committees

Executive Compensation Committee

Robert L. Herchert, External Director, Chair
Albert B. Malmsjo, External Director
Thomas J. O'Neill, External Director

Terracon Political Action Committee Board

Donald J. Vrana (CORP), Chair
George D. Cozart (AUS)
Jamal Najm (ATL)
Swaminathan "Vasan" Srinivasan (OCY)

Terracon Foundation Board

Craig K. Denny (LEN), Chair
William R. "Reg" Christopher (CHA)
Michael M. Homan (TUL)
Aaron J. Muck (CIN)
M. Gayle Packer (CORP)
Craig S. Pruett (DEN)
Kristi J. Tahmasiyan (CORP)

Corporate Officers

David R. Gaboury (CORP), CEO, President
Donald J. Vrana (CORP), CFO, Treasurer
E. Lynn Price (CORP), Secretary
Douglas D. Loveridge (CORP), Assistant Secretary/Treasurer
M. Gayle Packer (CORP), CAO, General Counsel
Michael J. Yost (CORP), General Counsel

TSVC, Inc.
Directors, Officers, Committees and Trustees

Corporate Committees

Human Resource Policies and Benefits Committee

John K. Prutsman (CORP), Chair
David R. Gaboury (CORP)
Joseph W. Marsh (CORP)
Michael J. O'Grady (CORP)
M. Gayle Packer (CORP)
Jack L. Spriggs (DAL)
Donald J. Vrana (CORP)

Information Technology Steering Committee

Jason A. Kephart (CORP), Chair
David R. Gaboury (CORP)
David D. Harwood (DEN)
Joseph W. Marsh (LEN)
Jamal Najm (ATL)
M. Gayle Packer (CORP)
Donald J. Vrana (CORP)

Trustees

401(k)/ESOP Plan Trustees and Administrative Committee

Donald J. Vrana (CORP), Chair
William R. "Reg" Christopher (CHA)
David R. Gaboury (CORP)
André M. Gallet (CDR)
Robert W. Pavlicek (RAL)

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):

PS2065G

Description of goods or services to be provided under Contract:

Construction Material Testing and Inspection 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

February 12, 2016

Date

Linda Yang, P.G.

Name (Type or Print)

Senior Principal

Title

Subscribed and sworn to before me

this February day of 12 2016



Notary Public

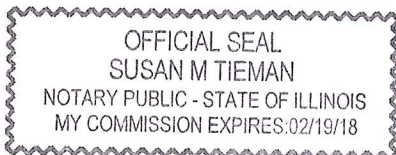


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

- 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
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

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

- 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.

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

- 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
FOR PROFESSIONAL SERVICES

- 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
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES
SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- A. Financial decisions: _____
 - B. Management decisions such as:
 - 1. Estimating: _____
 - 2. Marketing/Sales: _____
 - C. Hiring and firing of management personnel: _____
 - D. Purchasing of major items or supplies: _____
 - E. Supervision of field operations: _____
 - F. Supervision of office personnel: _____
 - G. Describe the financial controls of the Joint Venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each Joint Venturer to commit or obligate the other. Describe the estimated contract cash flow for each Joint Venturer.
 - H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.
10. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture.

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

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____

On this _____ day of _____, 20____

before me appeared (Name)

before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(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)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

SCHEDULE D - Affidavit of 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 ___